

ARCHER & GREINER
A Professional Corporation
One Centennial Square
P.O. Box 3000
Haddonfield, NJ 08033-0968
(856) 795-2121

BY: ROBERT T. LEHMAN, ESQUIRE

GABLEGOTWALS
1100 ONEOK Plaza
100 West Fifth Street
Tulsa, OK 74103-4217
(918) 595-4800

BY: OLIVER S. HOWARD, ESQUIRE
DAVID L. BRYANT, ESQUIRE
SCOTT R. ROWLAND, ESQUIRE

Attorneys for Defendant Occidental Chemical Corporation

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

Plaintiff

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.

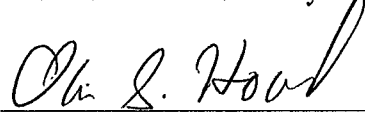
: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: ESSEX COUNTY
:
: DOCKET NO. ESX-L-9868-05 (PASR)
:
: CIVIL ACTION
:
: **DEFENDANT OCCIDENTAL
CHEMICAL CORPORATION'S**
:
: **ANSWERS AND OBJECTIONS TO
DEFENDANTS MAXUS ENERGY
CORPORATION'S AND TIERRA
SOLUTIONS, INC.'S FIRST
INTERROGATORIES TO
DEFENDANT OCCIDENTAL
CHEMICAL CORPORATION**
:
: **DECEMBER 23, 2009**
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:

TO: **DEFENDANTS MAXUS ENERGY CORPORATION AND TIERRA SOLUTIONS, INC. (“MAXUS/TIERRA”)**, by and through their attorneys of record in this action.

Defendant Occidental Chemical Corporation (“Occidental”) answers and objects to Defendants Maxus Energy Corporation’s and Tierra Solutions, Inc.’s First Interrogatories to Defendant Occidental Chemical Corporation pursuant to the New Jersey Rules of Court, served on September 24, 2009, as follows.

Dated: December 23, 2009

By:



Robert T. Lehman
Young “Phil” Cha
ARCHER & GREINER, P.C.
One Centennial Square
Haddonfield, New Jersey 08033-0968
T: 856-795-2121
F: 856-795-0574

and

Oliver S. Howard
David L. Bryant
Scott R. Rowland
GABLEGOTWALS
1100 ONEOK Plaza
100 West Fifth Street
Tulsa, Oklahoma 74103-4217
T: 918-595-4800
F: 918-595-4990

**Attorneys for Defendant,
Occidental Chemical Corporation**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Defendant Occidental Chemical Corporation's Answers and Objections to Defendants Maxus Energy Corporation's and Tierra Solutions, Inc.'s First Interrogatories to Defendant 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 23, 2009.

John F. Dickinson, Jr.
Anne Milgram
ATTORNEY GENERAL OF NEW JERSEY
Richard J. Hughes Justice Complex
25 Market Street
PO Box 093
Trenton, NJ 08625-0093
Email: john.dickinson@dol.lps.state.nj.us

Richard Godfrey
Mark Lillie
Andrew Kassof
James N. Nowacki
KIRKLAND & ELLIS LLP
200 East Randolph Drive
Chicago, IL 60601-6636
Email: rgodfrey@kirkland.com
mlillie@kirkland.com
akassof@kirkland.com
james.nowacki@kirkland.com

Michael Gordon
Kelly-Ann Pokrywa
Special Counsel to the Attorney General
GORDON & GORDON
505 Morris Ave.
Springfield, NJ 70801
Email: gordonlaw7@aol.com
Kelesq@hotmail.com

Michele R. Blythe
ANDREWS KURTH LLP
Waterway Plaza Two
10001 Woodloch Forest Drive
The Woodlands, TX 77380
Email: micheleblythe@andrewskurth.com

William J. Jackson
John D.S. Gilmour
Victor L. Cardenas, Jr.
Scott Coye-Huhn
Michael W. Dobbs
Special Counsel to the Attorney General
JACKSON GILMOUR & DOBBS, PC
3900 Essex Lane, Suite 700
Houston, Texas 77027
Email: bjackson@jgdpc.com
jgilmour@jgdpc.com
vcardenas@jgdpc.com
scoye-huhn@jgdpc.com
mdobbs@jgdpc.com

Ileana Blanco
Christine Ponig
DLA PIPER US LLP
600 Travis St. Suite 1700
Houston, TX 77002-3009
Email: ileana.blanco@dlapiper.com
christina.ponig@dlapiper.com

Charles M. Crout
ANDREWS KURTH LLP
1350 I Street NW, Suite 1100
Washington, D.C. 20005
Email: ccrout@andrewskurth.com

William L. Warren
Thomas E. Starnes
Ross A. Lewin
Lori A. Mills
DRINKER BIDDLE & REATH LLP
105 College Road East, Suite 300
Princeton, NJ 08542-6500
Email: william.warren@dbr.com
thomas.starnes@dbr.com
ross.lewin@dbr.com
lori.mills@dbr.com

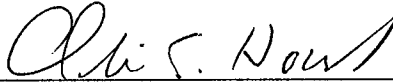
Marc J. Gross
Jeffrey Sirot
Gregg H. Hilzer
Mark H. Sobel
GREENBAUM, ROWE, SMITH & DAVIS LLP
75 Livingston Avenue, Suite 301
Roseland, NJ 07068-3701
Email: mgross@greenbaumlaw.com
jsirot@greenbaumlaw.com
ghilzer@greenbaumlaw.com
msobel@greenbaumlaw.com

Domenick Carmagnola
CARMAGNOLA & RITARDI, LLC
60 Washington Street
Morristown, NJ 07960
973-267-4445
Fax: 973-267-4456
Email: dcarmagnola@cr-law.net

Carlton T. Spiller
Ellen A. Silver
GREENBAUM, ROWE, SMITH & DAVIS LLP
99 Wood Avenue South
Iselin, NJ 08830-2712
732-549-5600
Fax: 732-549-1881
Email: cspiller@greenbaumlaw.com
esilver@greenbaumlaw.com

Michael T. Hannafan
Blake T. Hannafan
HANNAFAN & HANNAFAN, LTD
One East Wacker Drive, Suite 2800
Chicago, IL 60601
312-527-0055
Fax: 312-527-0220
Email: mth@hannafanlaw.com
bth@hannafanlaw.com

Joseph A. Patella
Andrews Kurth LLP
450 Lexington Avenue
New York, NY 10017
212-850-2800
Fax: 212-850-2929
Email: josephpatella@andrewskurth.com



Oliver S. Howard

**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 clarity in responding to the requests,
 - (a) DSCC 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) "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: Identify all actions (if any) that OCC took after execution of the 1986 SPA and before the filing of this lawsuit to obtain information relating to the financial condition of Maxus and/or Tierra. In Your Response, Identify the Persons who gathered, investigated, monitored or Communicated such information to You or for You; the type and nature of the financial information regarding Maxus or Tierra that You obtained as a result of any such actions; and any actions You took in response to such information.

Response To Interrogatory No. 1: Occidental objects to this request because it is overly broad and burdensome and invades the attorney-client privilege and/or the work product doctrine. 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 information responsive to this Interrogatory, Occidental is producing them in this action as they were kept in the usual course of business. Subject to and without waiving any objections, Occidental additionally answers that various individuals at Occidental, or its affiliates, have at times reviewed publicly available documents, such as SEC filings or press releases, that relate to Maxus' and Tierra's financial condition. These individuals include, but are not limited to: Charles Foster, Ray Gill, Alan Mack, Mike Rudick, Edward E. Vaill, and Jeff Zimmerman.

Interrogatory No. 2: Identify all Persons who participated in any Due Diligence that OCC performed prior to entering into the 1986 SPA, and Identify in Your Response which Persons, in particular, participated in reviewing or investigating the Lister Site or any liabilities in connection with the Lister Site; the financial condition of DSC-II; and the "corporate reorganization" of "Old Diamond Shamrock" referenced in ¶5 of Your Cross-Claims.

Response To Interrogatory No. 2: Occidental objects to this request because it is unduly burdensome and overly broad. Subject to and without waiving any objections, Occidental states that responsive information is in the possession of Maxus and Tierra in the documents, depositions, and exhibits obtained or produced by Maxus and Tierra in connection with *Occidental Chemical Corp. v. Maxus Energy Corp.* No. 02-09156, in the District Court of Dallas County, Texas, filed September 25, 2002 (hereafter "Dallas II"). Further, to the best of its current knowledge after reasonable inquiry, no due diligence was conducted with regard to any "Inactive Sites," a defined term in the 1986 SPA which includes the Lister Site, because Maxus advised Occidental that the inactive sites and liabilities thereto would remain with Maxus. *See, e.g.,* Zimmerman Dep. 52:19-63:16, from Dallas II. In addition to the individuals identified in Occidental's Initial Disclosures Pursuant to Case Management Order III, served on February 17, 2009, Occidental identifies the following individuals whom it believes have personal knowledge of some aspect of the due diligence conducted by Occidental in regard to the 1986 SPA.

Individuals from the Skadden Arps law firm:

Russ Belinsky
Thomas Janson
Eric Waxman

Individuals from Occidental or its affiliates:

Ron Asquith
Jerry Bradley
Cliff S. Evans, Jr.
Mel Gilman
Dan Hodan
Jerry Kavulic
Anthony Leach
John Morgan
John M. Nanos
Mike Rudick
R. E. Sawyer
R. E. Strumpf
Sam Wolfson

Interrogatory No. 3: Identify all facts, Communications and Documents that relate to Your allegation that Maxus has breached any indemnity obligations to OCC.

Response To Interrogatory No. 3: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify" and "Communications" set forth in the requests. Occidental further objects to it insofar as it asks Occidental to identify documents because that is redundant of prior document production requests to which Occidental is continuing to respond. In addition, to the extent that this request seeks documents, Occidental is producing responsive non-privileged documents as they were kept in the usual course of business. Finally, this interrogatory is also unduly burdensome because it seeks information that may be found in documents produced (or yet to be produced) in this litigation and the burden of deriving or ascertaining the information from the documents is substantially the same for Maxus and Tierra as it is for Occidental.

Subject to and without waiving any objections, Occidental states that Section 12.11 of the 1986 SPA requires Maxus to use its "best efforts to obtain at the earliest practicable date, whether before or after the Closing Date, any amendments, novations, releases, waivers, consents, or approvals necessary to have each of the DSCC Companies released from its

obligations and liabilities under the Historical Obligations.” The current litigation relates to, *inter alia*, a “Historical Obligation” as defined in Schedule 2.23 of the SPA. However, Maxus has failed to use its best efforts to obtain a release or waiver for Occidental in this matter, thus breaching Section 12.11 of the SPA.

Moreover, even if Occidental were a legal successor to Diamond Shamrock Chemical Corporation (“DSCC”) with respect to the issues presented in this case (which Occidental disputes), Maxus remains the sole successor to DSCC as between Maxus and Occidental because Maxus specifically retained those liabilities in the SPA. Consequently, the express terms of the SPA require Maxus to accept responsibility as successor with respect to third parties, and Maxus has breached the SPA by denying that responsibility in this litigation.

Section 12.11 also requires Maxus to “remain in compliance with its and their respective obligations under each of the Historical Obligations to the extent any Diamond Company remains obligated or has any liabilities thereon.” If Plaintiffs prove their allegations in this case relating to Maxus’ and Tierra’s conduct in the investigation of the alleged pollution of the Passaic River, then Maxus also breached its obligations to Occidental under this portion of Section 12.11.

Finally, Section 9.03 of the SPA requires Maxus to “indemnify, defend, and hold harmless” Occidental from the claims asserted in this case. Maxus breached these obligations by failing to defend Occidental adequately in light of the irreconcilable conflict of interest between Occidental and Maxus in this suit, as explained more fully in response to Interrogatory No. 4, below. Maxus also breached this provision by participating in the scheme to strip assets from Maxus that may be necessary to defend and to indemnify Occidental in this case and by reserving its right to deny its indemnity obligations.

Interrogatory No. 4: Identify the “reasonable steps” that You contend Maxus failed to take “to defend Occidental diligently in the current suit,” including why You contend such steps were required under Section 9.04(b) of the 1986 SPA, and Identify all Persons with knowledge of the basis of Your allegation.

Response To Interrogatory No. 4: Occidental objects to this request because it is overly broad and burdensome and invades the attorney-client privilege and/or the work product doctrine. Occidental additionally objects to this request to the extent it seeks a proposition of law. Subject to and without waiving any objections, Occidental states that because the interests of Maxus and Occidental conflict in this case, Maxus was required to provide Occidental with fully independent counsel, which Maxus did not do. Further, Maxus wrongly prevented Occidental from communicating with the counsel Maxus provided for Occidental, despite the fact that a party must be allowed to communicate

with its own counsel. The persons most likely to possess information responsive to this request include the Maxus, Repsol, and YPF individuals who made the decisions regarding counsel for Occidental. Occidental additionally incorporates its objections and responses to Interrogatory No. 3, above.

Interrogatory No. 5: State whether You contend that Maxus had no basis to reserve the right to deny its obligation to indemnify OCC in response to OCC's tender of the claims asserted by the Plaintiffs in this litigation, and Identify all facts, Communications and Documents that support or relate to, and all Persons with knowledge of the facts regarding, any such contention.

Response To Interrogatory No. 5: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify" and "Communications" set forth in the requests. The request also invades the attorney-client privilege and/or the work product doctrine. Occidental further objects to it insofar as it asks Occidental to identify documents because that is redundant of prior document production requests to which Occidental is continuing to respond. Subject to and without waiving any objections, Occidental states that Maxus had no basis to reserve the right to deny its obligation to indemnify Occidental. Indemnification was plainly required by the Stock Purchase Agreement dated September 4, 1986 based on the nature of the claims made by the Plaintiffs. Occidental additionally incorporates its objections and responses to Interrogatory No. 3, above.

Interrogatory No. 6: Identify (a) all non-legal fees, costs or expenses, if any, that OCC has ever incurred in connection with matters relating to the Lister Site and/or the Newark Bay Complex, and (b) all non-legal costs, expenses or damage, if any, that OCC has allegedly sustained as a result of any alleged "breach" of contract asserted in the First Count of Your Cross-Claims. Identify in Your Response the nature of each cost, expense or damage (including Identification of the activity, product, service or other item for which the cost, expense or damage was incurred); each Person with knowledge of the cost, expense or damage, or with involvement in or knowledge of the activity, product, service or other item or event for which the cost, expense or damage was incurred or sustained; the Date each such cost, expense or damage was incurred, paid or sustained; and all Documents relating to each such cost, expense or damage.

Response To Interrogatory No. 6: In response to (a), Occidental objects to this request because it is overly broad and unduly burdensome and seeks irrelevant information beyond the scope of R. 4:10-2. Occidental further objects to it insofar as it asks Occidental to identify documents because that is redundant of prior document production requests to which Occidental is continuing to respond. Subject to and without waiving

any objections, Occidental states that it generally incurred various expenses in connection with bonds, guarantees, and letters of credit it obtained at Maxus' request in connection with the Lister Site and the Newark Bay Complex. Occidental is producing all non-privileged documents that set forth the expenses incurred along with any reimbursements for those expenses. Maxus/Tierra can derive or ascertain the answer, as readily and to the same extent as Occidental can, from a review of those documents.

In response to (b), Occidental incorporates its objections to sub-point(a), and further answers that its expenses thus far include costs, including attorneys' fees, related to this litigation, which are ongoing.

Interrogatory No. 7: Identify all Communications between You (or anyone on Your behalf, other than Maxus or Tierra or their employees or agents) and NJDEP, USEPA or any other state or federal agency about the Lister Site or the Newark Bay Complex. Your response need not include Communications with NJDEP or the other Plaintiffs in this lawsuit if those Communications were filed with the Court, or if the Communications reflect that Maxus or Tierra (or their employees or agents) was provided with a copy of the Communication at the time the Communication was made, or if Maxus and Tierra (or their employees or agents) was present when the Communication was made.

Response To Interrogatory No. 7: Occidental objects to this request because it seeks irrelevant information beyond the scope of R. 4:10-2. Subject to and without waiving any objections, Occidental states that is not aware of any communications between Occidental or anyone on its behalf with any state or federal agency about the Lister Site or the Newark Bay Complex other than those communications expressly excluded from this request. Occidental cannot respond on behalf of the attorneys provided on Occidental's behalf by Maxus.

Interrogatory No. 8: Identify all facts, Communications and Documents that support, and all Persons with knowledge of the facts regarding, Your contention in ¶¶ 56 of Your Cross-Claims that Tierra "ha[s] the same contractual obligations as Maxus to defend and to indemnify Occidental in this action pursuant to and in accordance with the [1986] SPA."

Response To Interrogatory No. 8: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify" and "Communications" set forth in the requests. Occidental also objects to this request insofar as it asks Occidental to identify documents because that is redundant of prior document production requests to which Occidental is continuing

to respond. Subject to and without waiving any objections, Occidental states that pursuant to the Assumption Agreement dated August 14, 1996, Tierra contractually assumed these obligations. Further Tierra and Maxus are alter egos.

Interrogatory No. 9: Identify all Communications that You made, prior to the filing of this lawsuit, in which You took the position that Maxus is or was the "successor" of DSCC, either generally or with respect to certain liabilities.

Response To Interrogatory No. 9: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify" and "Communications" set forth in the requests. Occidental also objects because the request seeks information that appears to be irrelevant at least insofar as the request concerns any such "Communications" unrelated to liabilities associated with the Lister Site or the Lister Plant. Further, Occidental objects to the extent the request seeks disclosure of any privileged "Communications." To the extent such "Communications" related to Lister Site or Lister Plant liabilities are reflected in non-privileged documents, Occidental is producing the documents, and Maxus and Tierra can derive or ascertain the answer, as readily and to the same extent as Occidental can, from a review of those documents. Subject to and without waiving its objection, Occidental directs Maxus and Tierra to the following documents, which include the SPA and all of its schedules. *See* OCCNJ0000205-1212; OCCNJ0000732A-732B. In addition, Occidental notes that Maxus has acknowledged that it retained any liabilities associated with the Lister Site or the Lister Plant: OCCNJ0001213-1216.

Interrogatory No. 10: Identify all Communications made by You or any Person affiliated with You or Your predecessors that asserted, prior to the execution of the 1986 SPA, that DSC-II was the successor to DSCC, with respect to certain or all liabilities.

Response To Interrogatory No. 10: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify" and "Communications" set forth in the requests. Occidental also objects because the request seeks information that appears to be irrelevant at least insofar as the request concerns any such "Communications" unrelated to liabilities associated with the Lister Site or the Lister Plant. Further, Occidental objects to the extent the request seeks disclosure of any privileged "Communications." The due diligence, negotiation, drafting, and consummation of the 1986 SPA was a lengthy and complex process stretching over several months and involving numerous individuals on both sides of the transaction, and at this time, without additional investigation and discovery,

including completion of document production by Maxus and Tierra and depositions, it is not possible for Occidental to identify all such "Communications." To the extent such "Communications" are reflected in non-privileged documents predating execution of the 1986 SPA and relate to Lister Site or Lister Plant liabilities, Occidental is producing the documents, and Maxus and Tierra can derive or ascertain the answer, as readily and to the same extent as Occidental can, from a review of those documents. Subject to and without waiving its objection, Occidental again directs Maxus and Tierra to the statements made in the April 4, 1986 letter from James F. Kelley to Dr. Ray Irani (OCCNJ0001213-1216).

Interrogatory No. 11: Identify all facts, Communications and Documents that relate to, and all Persons with knowledge of the facts regarding, Your allegation (in ¶¶ 6-7 of Your Cross-Claims) that DSC-II was the successor to DSCC and/or "acquired the Ag Chem business and other assets and liabilities of DSCC through a series of assignment and assumption agreements."

Response To Interrogatory No. 11: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify," "Communications," and "Documents" set forth in the requests. Occidental also objects because the request seeks information that appears to be irrelevant at least insofar as the request concerns any such "Communications" or "Documents" unrelated to liabilities associated with the Lister Site or the Lister Plant. Occidental also objects to this request insofar as it misstates or mischaracterizes the allegations in ¶6 and ¶7 of Occidental's Cross-Claims. Further, Occidental objects to the extent the request seeks disclosure of any privileged "Communications" or "Documents." Subject to and without waiving its objections, Occidental states that for each year from 1983 through 1987, DSC-II/Maxus filed SEC 10-K forms which stated that "Diamond Shamrock Corporation [or, in the 1987 10-K, "Maxus Energy Corporation"] (the 'Company') was incorporated in Delaware in 1983 as the successor to various corporations, the oldest of which was founded in 1910." Those statements plainly constituted repeated public representations and admissions by Maxus, both before and after the 1986 SPA, that Maxus succeeded to the Lister-related liabilities alleged in this case. Relevant documents include the 1983-1987 DSC-II/Maxus 10-Ks (OCCNJ0000002-0203), and documents relating to the preparation thereof, which would be in the possession of Maxus. Persons with knowledge of such representations and admissions would include all DSC-II/Maxus officers, directors, and attorneys who participated in the preparation of, and/or approved, the 10-Ks. For further answer, Occidental refers Maxus to, and adopts and incorporates herein by reference, Occidental's answer to Plaintiffs' Interrogatory No. 5, as set forth in Occidental's Answers and Objections to Plaintiffs' First Set of Interrogatories on Successor, Contract and Indemnification Issues, served on March 25, 2009. The documents supporting the facts set forth therein are cited in Occidental's answer to Plaintiffs' Interrogatory No. 5, and the persons with knowledge of such facts, to the extent currently known by

Occidental, include those who authored, received, or participated in the preparation of such documents and/or the referenced transactions including, with respect to the 1986 SPA, those identified in Occidental's Initial Disclosures Pursuant to Case Management Order III, served on February 17, 2009. Occidental notes that discovery is in an early stage at this time and is ongoing. Indeed, Maxus has not completed its production of documents responsive to Occidental's first request for production, relevant discovery of non-parties has not occurred, and no depositions relating to these issues have been taken in this case. Accordingly, Occidental reserves all rights to supplement or amend as additional relevant information is discovered.

Interrogatory No. 12: State whether Your Cross-Claims assert any other claim or theory for imposing on Maxus the cost of covering any liabilities associated with activities at the Lister Site that *pre-date the 1986 SPA* other than (a) Your claim that Maxus should be "estopped from denying that it is the successor to DSCC with respect to sites, businesses or operations unrelated to the Chemicals Business" (¶ 106 of Your Cross-Claims), and (b) Your claim that the 1986 SPA requires Maxus to indemnify You for liabilities associated with the Lister Site. If so, Identify each such claim or theory; all facts, Communications and Documents that relate to each such claim or theory; and all Persons with knowledge of the facts regarding each such claim or theory.

Response To Interrogatory No. 12: Occidental objects to this request because it purports to require Occidental to construe its pleading and seeks a conclusion of law or the formulation of a legal theory or theories. Occidental also objects because the phrase "imposing on Maxus the cost of covering any liabilities associated with activities at the Lister Site" is vague and ambiguous. Subject to and without waiving its objections, Occidental states that in accordance with New Jersey rules of pleading, Occidental's Cross-Claims give notice to Maxus that Occidental seeks a judgment imposing upon Maxus—subject to any rights of contribution which Maxus may assert against parties other than Occidental and which do not diminish Maxus' liability to Occidental in any event—any and all liabilities associated with activities at the Lister Site at any time before or after the 1986 SPA. Maxus correctly admitted, both before and after the 1986 SPA, that Maxus is the successor to DSCC with respect to any such liabilities. Occidental seeks and will seek to impose such liability upon Maxus under each and every legal theory supported by the facts as ultimately determined, including, but not necessarily limited to, the legal theories currently encompassed by Occidental's Cross-Claims, and Occidental notes that its discovery and development of the material facts is ongoing and incomplete, due to the current status and stage of the litigation. Occidental also refers Maxus/Tierra to Response to Interrogatory No. 11, above.

Interrogatory No. 13: Identify each site, facility or property located within the watershed of the Newark Bay Complex that was owned and/or operated by OCC, Hooker Chemical, and/or Occidental Chemical Company. Identify in Your Response the name of the site, facility or property; the dates of ownership and/or operation by OCC, Hooker Chemical, and/or Occidental Chemical Company; the nature of the operations conducted at the site, facility or property, including all raw materials used, products made, by-products of the operations, and waste streams generated; each Person with knowledge of the site, facility or property, or its operation or waste disposal practices; and all Documents relating to Your Response, including, but not limited to, any Document constituting or relating to any environmental matters, wastes and Discharges of Hazardous Substances.

Response To Interrogatory No. 13: 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 is ambiguous in that it does not define what is meant by "the watershed of the Newark Bay Complex" or "Hooker Chemical."

Interrogatory No. 14: To the extent your answer to Interrogatory No. 13 Identifies a site, facility or property that used, produced, stored, generated, Discharged or disposed of any Hazardous Substance, including but not limited to, TCDD, dioxin, DDT, Agent Orange, 2,4-dichlorophenoxyacetic acid ("2,4-D") or 2,4,5-trichlorophenoxyacetic acid ("2,4,5-T"), Identify the chemical name of any such substance; all dates on which the substance was used, generated, Discharged or disposed; the manufacturing or other process in which the substance was used, generated, discharged or disposed; each location (including the street address) at which the substance was used, generated, discharged or disposed; the owner or operator at that location; the quantities of each substance used, generated, discharged or disposed; and each Person with knowledge of operations at that site, facility or property.

Response To Interrogatory No. 14: Occidental adopts and incorporates its objections to Interrogatory No. 13.

Interrogatory No. 15: Identify and describe in detail the relationship between OCC, Hooker Chemical or Occidental Chemical Company and Chemicaland Corporation, and Identify:

- a. the name, nature and quantity of any products, raw materials, insurance, equipment, machinery, or services supplied to or purchased for or from Chemicaland;

- b. the dates during which the relationship existed;
- c. the operations conducted by Chemicaland at the Lister Site, including a description of any Discharges, products, waste materials or by-products at the Lister Site, including any Hazardous Substances, TCDD, dioxin, DDT, Agent Orange, 2,4-D or 2,4,5-T;
- d. the extent of any involvement by in any operations, management or activities at the Lister Site at any time during the years 1971 through 1979, including, but not limited to, the provision of any funding or credit to Chemicaland, the provision of any personnel to supervise or oversee Chemicaland's operations, or the actual takeover of Chemicaland's operations and communications with Chemicaland's customers;
- e. the extent of any involvement by in any cessation, closure or cleanup of operations at the Lister Site in 1977; and
- f. each Person with knowledge of the relationship Cross-Claims and Your response to this interrogatory.

Response To Interrogatory No. 15: Occidental objects to this request because it is ambiguous. Occidental further objects because the "relationship between OCC, Hooker Chemical, or Occidental Chemical Company and Chemicaland Corporation" is ambiguous and the request is overly broad and unduly burdensome. Occidental objects because Hooker Chemical is an undefined term and Occidental is uncertain as to the specific corporate entity to which Maxus/Tierra refers. Further, Occidental objects to this request because it seeks irrelevant information beyond the scope of R. 4:10-2. Subject to and without waiving any objections, Occidental states as follows:

Oxychem Florida, Inc. was incorporated as a California company on April 23, 1973. On September 27, 1973, the corporate name of Oxychem Florida, Inc. was changed to Occidental Chemical Company. On April 19, 1982, the corporate name of Occidental Chemical Company was changed to Occidental Chemical Agricultural Products, Inc. On December 23, 1987, Occidental Chemical Agricultural Products, Inc. merged into Occidental Chemical Corporation.

Hooker Chemical Corporation is a New York corporation and in September 1973 owned 1,000 shares of Occidental Chemical Company. Hooker Chemical Corporation changed its name to Hooker Chemicals & Plastics on January 17, 1974. By March 1974, Hooker Chemicals & Plastics Corp. owned the 1,000 shares of Occidental Chemical Company. Hooker Chemicals & Plastics Corp. changed its name to Occidental on April 1, 1982.

In response to sub-parts a - e of this Interrogatory, 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 at any time 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 detailed information 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 Maxus/Tierra to any particular file(s).

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.

Maxus/Tierra can derive or ascertain further information responsive to this Interrogatory as readily and to the same extent as Occidental can from a review of (1) documents produced by Occidental (OCCNJ0022481-22629), and (2) other documents which Occidental is producing as they were kept in the usual course of business. Occidental is continuing its review and production of documents, and will produce any non-privileged documents responsive to this request.

Occidental objects to sub-part f of this Interrogatory because it is ambiguous. Further, Occidental is uncertain of the term "relationship Cross-Claims." Subject to and without waiving any objections, Occidental states that the following individuals *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 response to this Interrogatory, with former titles/positions as known.

Casperson, Phil
Occidental Chemical Company

**Defendant Occidental Chemical Corporation's Answers and
Objections to Defendants Maxus Energy Corporation's and Tierra
Solutions, Inc.'s First Interrogatories to Occidental Chemical Corporation
December 23, 2009**

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

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

McDonough, Joe
Hooker Chemicals & Plastics

Interrogatory No. 16: Identify whether, prior to 1986, You or any [of] Your predecessors or affiliates had a relationship with any entity, other than Chemicaland, that owned, operated at, or shipped raw materials or products to or from, the Lister Site. If so, for each such entity, Identify the same information requested in Interrogatory 15.

Response To Interrogatory No. 16: Occidental objects to this request because it is ambiguous. The term relationship is not defined and is ambiguous. Subject to and without waiving any objections, Occidental states that to the best of its current knowledge after reasonable inquiry and search, it appears that sometime in 1974, Interore entered into an agreement with Chemicaland to purchase 2,4-D. Sometime in January 1975, Interore contacted Occidental Chemical Company regarding the purchase of 2,4-D. Occidental's limited documents located and produced thus far can be located at OCCNJ0022481-22629. In addition, based on documents which Occidental will produce, Hooker Chemical Corporation shipped raw materials to Diamond Alkali Company at 80 Lister Avenue. Maxus/Tierra can derive or ascertain further information responsive to this Interrogatory as readily and to the same extent as Occidental can from a review of (1) documents produced by Occidental (OCCNJ0022481-22629); and (2) other isolated documents that may be found in other files which Occidental is producing as they were kept in the usual course of business. In addition, Occidental is continuing its review and production of documents, and will produce any non-privileged documents responsive to this request.

Interrogatory No. 17: With respect to the Letter Agreement dated August 20, 1975 and the Tolling Agreement dated September 11, 1975 (referenced in ¶ 8(a) of MAXUS0016713, as produced by Maxus in this litigation) (collectively, the "agreement" including any similar prior or subsequent agreement), Identify each Person who negotiated, drafted, administered, monitored, performed or enforced the agreement; the name and quantity of any raw materials, by-products, waste materials or products produced, converted, processed or shipped to or from the Lister Site under the agreement; and all actions taken in performing, administering, monitoring, paying, enforcing or collecting under the agreement.

Response To Interrogatory No. 17: Occidental adopts and incorporates its objections and response to Interrogatory No. 15, above. Occidental does not currently know the names of individuals who negotiated or drafted the agreements produced by Maxus. Maxus/Tierra can derive or ascertain further information responsive to this Interrogatory as readily and to the same extent as Occidental can from a review of (1) documents produced by Occidental (OCCNJ0022481-22629), and (2) other documents which Occidental is producing as they were kept in the usual course of business. Occidental is continuing its review and production of documents, and will produce any non-privileged documents responsive to this request. The individuals listed in Interrogatory No. 15 *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.

Interrogatory No. 18: With respect to the agreement with Chemicaland dated December 10, 1975 (referenced in the Promissory Note in MAXUS0016768, as produced by Maxus in this litigation), Identify each Person who negotiated, drafted, monitored, performed or enforced that agreement; all actions taken in performing, administering, monitoring, enforcing or collecting under that agreement; and all Documents relating to Your Response.

Response To Interrogatory No. 18: Occidental objects to this request insofar as it asks Occidental to identify documents, because that is redundant of prior document production requests of the parties to which Occidental is continuing to respond. Subject to and without waiving any objections, Occidental states that it is producing any documents responsive to this request as they were kept in the usual course of business. Responsive documents previously produced may be found at OCCNJ0022481-22629. Occidental is continuing to review its files and to the extent it has documents responsive to this request will produce relevant non-privileged documents. Occidental additionally adopts and incorporates its objections and responses to Interrogatory No. 15 and 17, above.

Interrogatory No. 19: Identify all facts, Communications and Documents that relate to, and all Persons with knowledge of the facts regarding, Your allegation in ¶ 16 of Your Answer to Maxus's and Tierra's Cross-Claim that, in or about August 1975, "Occidental Chemical Company [was] an entity which was separate and distinct from" OCC. In Your Response, Identify, from 1971 to present, the nature of "Occidental Chemical Company's" business and date of formation, the corporate lineage of Occidental Chemical Company, any shareholders or subsidiaries of Occidental Chemical Company, whether You were or are a shareholder of Occidental Chemical Company, and, if so, the duration and amount of the ownership interest; any of Your employees, officers or directors who also served as employees, officers or directors of Occidental Chemical Company, or vice versa, and the position and dates of their service for each entity.

Response To Interrogatory No. 19: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify," "Communications," and "Documents" set forth in the requests. Occidental objects to this request because it seeks irrelevant information beyond the scope of R. 4:10-2. Occidental also objects to this request insofar as it asks Occidental to identify documents, because that is redundant of prior document production requests of the parties to which Occidental is continuing to respond. Subject to and without waiving

any objections, Occidental refers Maxus/Tierra to Occidental's Response to Request for Admission No. 4 in Defendant Occidental Chemical Corporation's Answers and Objections to Plaintiffs' Second Set of Requests for Admissions, dated December 2, 2009, and Occidental's Response to Interrogatory No. 15, above.

Interrogatory No. 20: Identify and describe all corporate relationships that existed, at any time prior to and after September 4, 1986, between and among Occidental Chemical Company, Occidental Petroleum Corporation, Occidental Chemical Holding Corporation and Occidental Chemical Corporation.

Response To Interrogatory No. 20: Occidental objects to this request because it is overly broad and unduly burdensome, and seeks irrelevant information beyond the scope of R. 4:10-2. Occidental additionally objects because the term relationship is ambiguous. Subject to and without waiving any objections, Occidental refers Maxus/Tierra to Occidental's Response to Request for Admission No. 4 in Defendant Occidental Chemical Corporation's Answers and Objections to Plaintiffs' Second Set of Requests for Admissions, dated December 2, 2009, and Occidental's Responses to Interrogatory Nos. 15 and 19, above.

Interrogatory No. 21: Identify each Person who participated in the negotiation or drafting of any portion of Article IX or Article X of the 1986 SPA, or of any provisions or schedules associated with Article II that relate in any way to Article IX or Article X of the 1986 SPA, and for each such Person identify the dates and nature of their involvement; and any Documents relating to their involvement, including any notes taken, memoranda or letters written or received, and drafts prepared or reviewed.

Response To Interrogatory No. 21: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify," "Communications," and "Documents" set forth in the requests, and invades the attorney-client privilege and/or the work product doctrine. Occidental objects to this request because it seeks irrelevant information beyond the scope of R. 4:10-2. Occidental also objects to this request insofar as it asks Occidental to identify documents, because that is redundant of prior document production requests of the parties to which Occidental is continuing to respond. Occidental further objects to the extent this Interrogatory purports to impose upon Occidental a duty to interpret which schedules associated with Article II relate to Article IX or X. Subject to and without waiving any objections, Occidental adopts and incorporates its objections and response to

Interrogatory No. 2, above, and Defendant Occidental Chemical Corporation's Initial Disclosures Pursuant to Case Management Order III filed February 17, 2009. In addition, Occidental is producing documents which include information responsive to this request. Occidental also identifies the following individuals whom it believes may have personal knowledge of some aspect of the negotiation or drafting of the 1986 SPA.

Bober, Joanne L.
Bricker, William H. (deceased)
Brubaker, B. H.
Casriel, R. B.
Fretthold, T. J.
Hutton, William C.
Kelley, James F.
Morgan, John
Nanos, John
Notestine, Ed (W. E.)
Profusek, Robert A.
Romanelli, Frank H.
Rudick, Michael J. (deceased)
Skaggs, Merton M.
Spangenberg, Erich L.
Stauffer, Robert D.
Stewart, Charles
Van Horn, D. G.
Zentmeyer, Donald W.

Interrogatory No. 22: Identify all Communications between You and DSC-II during the negotiation of the 1986 SPA that relate to (a) the Lister Site; (b) Article IX; (c) Article X; or (d) any matter that relates to Your current litigation position that DSC-II is the "successor" of DSCC with respect to certain liabilities.

Response To Interrogatory No. 22: Occidental objects to this request because it is overly broad and unduly burdensome, especially considering the extremely broad definitions of "Identify" and "Communications" set forth in the requests. Further the request seeks information which should already be in the possession of Maxus/Tierra. Subject to and without waiving any objections, Occidental adopts and incorporates its objections and responses to Interrogatory Nos. 2, 9, 10, and 21, above. In addition, Occidental is producing documents which include information responsive to this request.

Interrogatory No. 23: Identify each Person who assisted in responding to these interrogatories and the specific interrogatory on which they assisted.

Response To Interrogatory No. 23: Occidental's attorneys assisted in answering these interrogatories, and the answers will be 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 Defendants Maxus Energy Corporation's And Tierra Solutions, Inc.'s First Interrogatories To Defendant Occidental Chemical Corporation, on behalf of 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.

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 DEFENDANTS MAXUS ENERGY
CORPORATION'S AND TIERRA SOLUTIONS, INC.'S FIRST
INTERROGATORIES TO OCCIDENTAL CHEMICAL CORPORATION**

December 23, 2009

DEFENDANT MAXUS/TIERRA DEFINITIONS AND INSTRUCTIONS

DEFINITIONS

- A. "Plaintiffs" refers to the New Jersey Department of Environmental Protection ("NJDEP"), Commissioner of the New Jersey Department of Environmental Protection ("Commissioner") and The Administrator of the New Jersey Spill compensation Fund (the "Fund"), their predecessors and successors, and affiliated governmental agencies or departments, any employees, and all Persons on whose behalf the NJDEP, the Commissioner or the Administrator have asserted any claim for damages.
- B. "OCC" means defendant Occidental Chemical Corporation.
- C. "Tierra" means Tierra Solutions, Inc.
- D. "DSCC" means Diamond Shamrock Chemicals Company.
- E. "DSC-I" means the corporation named Diamond Shamrock Corporation that resulted from the 1967 merger of Diamond Alkali Company and Diamond Alkali Company and Shamrock Oil & Gas Company, and the name of which was changed to DSCC on October 26, 1983.
- F. "DSC-II" means Diamond Shamrock Corporation that was first incorporated as New Diamond Shamrock Corporation, a non-operating holding company, in July 1983, and which changed its name to Diamond Shamrock Corporation on August 31, 1983, and to Maxus Energy Corporation in April 1987.
- G. "Maxus" means Maxus Energy Corporation, the corporation previously known as DSC-II.
- H. "You" and "Your" refer to OCC, as the Party responding to these document requests, its partners, employees, beneficiaries, and all Persons acting or purporting to act on behalf of same for any purpose whatsoever.
- I. "Parties" or "any Party" means any of the parties to the above captioned lawsuit, or the predecessors and successors, and subsidiaries, affiliates, and the past and present officers, directors, partners, employees, and all Persons acting or purporting to act on behalf of same for any purpose whatsoever.
- J. "Communication" shall mean any transmission of information, the information transmitted, and any process by which information is transmitted, and shall include written Communications and oral Communications.
- K. "Document" is used in its customary broad sense and includes, without limitation, the following items, whether printed, recorded, filmed, or reproduced by any other mechanical, magnetic or electronic process, or written or produced by hand, and whether an original, master, or copy, namely: worksheets; agreements; books; catalogues; magazines; periodicals records; letters; accounts; notes; licenses; options; statements; checks; brochures; summaries; forecasts; appraisals; surveys; estimates; diaries; desk calendars; reports; logs; manuals; blueprints; tracings; deposit slips; vouchers; Communications, including intra-company Communications; correspondence; cablegrams; radiograms; telegrams, graphs; directives; studies; bulletins; forms; telexes; memoranda, including intra-company memoranda; tabulations; analyses; minutes; bills of lading; questionnaires; summaries; notes and records of telephone conversations, meetings, and conferences; notes and records of personal conversations or interviews;

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ledgers; invoices; contracts; notices; drafts of any Documents; business records; charts; plans; specifications; schedules; computer printouts; computer tapes; microfilm; microfiches; photographs; slides; negatives; motion pictures; video recordings; tape, emails; data compilations from which information can be obtained, or translated, if necessary, through detection devices into reasonably usable form; and any other information contained on paper, in writing or in any other physical form in Your actual or constructive possession, custody or control of Your agents, servants, employees, representatives, or attorneys.

L. "Any" shall mean "all" and vice versa.

M. "Refer to," "relate to," "regarding" and/or "concerning" (or any form thereof) shall mean constituting, reflecting, representing, supporting, contradicting, referring to, relating to, stating, explaining, setting forth, describing, analyzing, noting, summarizing, disclosing, embodying, containing, mentioning, showing studying, recording, discussing, evaluating, or relevant to. As indicated, the term necessarily includes information that is in opposition to as well as in Support of the positions and claims the party is making in this action.

N. "Support" (or any form of the word) shall mean upon which an allegation of fact is based or upon which reliance is placed in making such allegation of fact.

O. "Date" means the day of the month, the month, and the year. If only the approximate Date is known or available, please state the approximate Date, indicating that it is approximate only.

P. "Due Diligence" means any actions taken to investigate, discovery, confirm, verify, analyze, or assess information relating to a proposed transaction, the risks entailed by a proposed transaction or the costs and benefits of a proposed transaction.

Q. "Address" means the street number, street name, city, state, or province, country (if other than the United State of America) and, if available, zip code or other mailing code for the place of the designated Person's residence or, if a business, the place its business is principally conducted.

R. "Identify" or "Identity" means:

(1) when used in reference to a Person other than a business entity:

(a) to state the person's full name and present or last known address and telephone number(s) and telephone number(s); and

(b) to state the person's present or last known position, title and employment or business affiliation.

(2) when used in the reference to a business entity, whether incorporated or not:

(a) to state the entity's name;

(b) to specify the Date and Place of any incorporation, if known,

(c) to specify the entity's current, principal place of business; and

(d) to state the telephone number(s) of its principal place of business.

(3) when used in reference to a Document,

(a) to describe the substance of the Document;

(i) specify the Document's Bates number, or if it has none,

(ii) to specify the Document's

- (a) Date,
- (b) title (if it has one),
- (c) all Identifying numbers (if any), and
- (d) and any other designation necessary to Identify sufficiently the Document so that a copy of it may be ordered or obtained from its custodian.

(4) when used in reference to a communication, fact, act, transaction, event, occasion, occurrence or instance, including an oral agreement, statement, recommendation or representation:

- (a) to state the date and place of the Communication, fact, act, transaction, event, occasion, occurrence or instance;
- (b) to state the identity of each person who was present and/or participated in the Communication, fact, act, transaction, event, occasion, occurrence or instance; and
- (c) to provide a full description of the substance of the Communication, fact, act, transaction, event, occasion, occurrence or instance by reference to underlying facts rather than to ultimate facts or conclusions of fact or law.

S. "Person" shall mean any individual, partnership, joint venture, firm, association, proprietorship, corporation, or business or any governmental or legal entity.

T. The "Lister Site" shall mean real property, improvements, and personal property and manufacturing operations located at 80 Lister Avenue, and the real property located at 120 Lister Avenue, Newark, New Jersey.

U The "Newark Bay Complex" shall have the meaning prescribed to it in paragraph 1 of Plaintiffs' Second Amended Complaint and shall include "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 into adjacent waters and sediments." Moreover, the Newark Bay Complex shall also include tidelands, wetlands, soil, sediment, groundwater and air within such area as defined in paragraph 1 of Plaintiffs' Second Amended Complaint.

V. "TCDD" shall mean 2, 3, 7, 8 Tetrachlorodibenzo-p-dioxin.

W. "1986" SPA" shall mean the Stock Purchase Agreement by and among Diamond Shamrock Corporation, Occidental Petroleum Corporation, Occidental Chemicals Holdings Corporation, and Oxy-Diamond Alkali Corporation, dated September 4, 1986.

X. "Hazardous Substances" shall mean any pollutant, dangerous substance, toxic substances, any hazardous chemical, hazardous substance, hazardous pollutant, hazardous waste, petroleum, products or any similar term as defined in or pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. ("CERCLA"); the Industrial Site Recovery Act N.J.S.A. 13:1K-6 et seq. ("ISRA"); the Spill Compensation and Control Act N.J.S.A 58:10-23 et seq. ("Spill Act"); the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRA"); the Solid Waste Management Act, N.J.S.A 13:1E-1 et seq. ("SWMA"); the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA"); the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq. ("USTA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq. ("CAA"); the Air Pollution Control Act, N.J.S.A. 26:2C1 et seq. ("APCA"); the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq. ("WPCA"); "sewage" or other "polluting matter" as defined in N.J.S.A. 58:14-1 et seq.; and any rules or regulations promulgated thereunder or in any other applicable federal state or local law, rule or regulation dealing with environmental protection.

Y. “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.

INSTRUCTIONS

1. Whenever an interrogatory is framed in the conjunctive, it also shall be taken in the disjunctive, and vice versa.
2. Whenever an interrogatory is framed in the singular, it also shall be taken in the plural, and vice versa.
3. 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.
4. Each Interrogatory, including all subparts, shall be responded to completely, separately and fully.
5. If any Interrogatory cannot be answered in full, answer to the extent possible and specify the reasons for Your inability to respond.
6. Whenever in response to these interrogatories reference is made to a conversation or oral statement, such conversation or statement constitutes a Communication and shall be Identified in the manner required by the above-referenced definitions of “identify” and “Communication.”
7. These interrogatories shall be deemed to be continuing and any documents or things secured subsequent to the filing of the responses thereto, which would have been Identified or otherwise 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 Court and any applicable case management orders.