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Inc., and CLH Holdings, Inc.*

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

Plaintiffs,

v.

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

Defendants.

: SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ESSEX COUNTY
: DOCKET NO. L9868-05
:
: **DEFENDANTS REPSOL YPF, S.A.,
YPF, S.A., YPF HOLDINGS, INC.,
AND CLH HOLDINGS, INC.'S
RESPONSES TO OCCIDENTAL
CHEMICAL CORPORATION'S
FIRST SET OF INTERROGATORIES**

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PLEASE TAKE NOTICE that pursuant to New Jersey Rule 4:17, Defendants Repsol YPF, S.A. (“Repsol”), YPF S.A. (“YPF”), YPF Holdings, Inc. (“YPFH”), and CLH Holdings, Inc. (“CLHH”) (collectively “Defendants”) by and through their undersigned counsel hereby respond to Occidental Chemical Corporation’s First Set of Interrogatories (“Occidental’s Interrogatories”).

Defendants state that because Occidental’s Interrogatories seek detailed answers covering a fifteen-year time period, especially given that merits discovery has only recently commenced, Defendants expect to and will supplement their responses to Occidental’s Interrogatories as facts are learned and discovery continues. Thus, Defendants expressly reserve the right to supplement, modify, or amend the following responses throughout the course of discovery.

INTERROGATORY NO. 1:

As of December 31 of each year beginning in 1995 to present, list every Entity in which YPF, S.A. (excluding its Affiliates) directly or indirectly owned or controlled a majority interest, and for each such Entity, identify the Entity which directly owned such majority interest.

RESPONSE TO INTERROGATORY NO. 1:

Defendants object to this interrogatory on the grounds that it is overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Subject to those objections and their General Objections below, Defendants provide the below requested information dating back to 2002, and will seasonably supplement this response to produce additional information for prior years as that information becomes available. Defendants state that, as of December 31, 2008, YPF directly owned a greater than fifty percent interest in the following companies: YPFH; YPF International, S.A. (“YPF Int’l”); Central Dock Sud, S.A.; Poligas Lujan, S.A.C.I.; YPF Inversora Energetica, S.A.; A-Evangelista, S.A.; and Operadora de Estaciones de Servicios, S.A. In addition, as of December 31, 2008, YPFH owned a majority interest in both Maxus Energy Company (“Maxus”) and CLHH, and CLHH owned a majority interest in Tierra Solutions, Inc. (“Tierra”).

As of December 31, 2007, YPF directly owned a greater than fifty percent interest in the following companies: YPFH; YPF Int’l; Central Dock Sud, S.A.; Poligas Lujan, S.A.C.I.; YPF Inversora Energetica, S.A.; A-Evangelista, S.A.; and Operadora de Estaciones de Servicios, S.A. In addition, as of December 31, 2007, YPFH owned a majority interest in both Maxus and CLHH, and CLHH owned a majority interest in Tierra.

As of December 31, 2006, YPF directly owned a greater than fifty percent interest in the following companies: YPFH; YPF Int’l; Central Dock Sud, S.A.; Poligas Lujan, S.A.C.I.; YPF Inversora Energetica, S.A.; A-Evangelista, S.A.; and Operadora de Estaciones de Servicios, S.A. In addition, as of December 31, 2006, YPFH owned a majority interest in both Maxus and CLHH, and CLHH owned a majority interest in Tierra.

As of December 31, 2005, YPF directly owned a greater than fifty percent interest in the following companies: YPFH; YPF Int'l; Central Dock Sud, S.A.; Poligas Lujan, S.A.C.I.; YPF Inversora Energetica, S.A.; A-Evangelista, S.A.; and Operadora de Estaciones de Servicios, S.A. In addition, as of December 31, 2005, YPFH owned a majority interest in both Maxus and CLHH, and CLHH owned a majority interest in Tierra.

As of December 31, 2004, YPF directly owned a greater than fifty percent interest in the following companies: YPFH; YPF Int'l; Central Dock Sud, S.A.; Poligas Lujan, S.A.C.I.; YPF Inversora Energetica, S.A.; A-Evangelista, S.A.; and OPESSA. In addition, as of December 31, 2004, YPFH owned a majority interest in both Maxus and CLHH, and CLHH owned a majority interest in Tierra.

As of December 31, 2003, YPF directly owned a greater than fifty percent interest in the following companies: YPFH; YPF Int'l; Central Dock Sud, S.A.; Poligas Lujan, S.A.C.I.; YPF Inversora Energetica, S.A.; A-Evangelista, S.A.; and OPESSA. In addition, as of December 31, 2003, YPFH owned a majority interest in both Maxus and CLHH, and CLHH owned a majority interest in Tierra.

As of December 31, 2002, YPF directly owned a more than fifty percent interest in the following companies: YPFH; YPF Int'l; Central Dock Sud, S.A.; Poligas Lujan, S.A.C.I.; YPF Inversora Energetica, S.A.; A-Evangelista, S.A.; and OPESSA. In addition, as of December 31, 2002, YPFH owned a majority interest in both Maxus and CLHH, and CLHH owned a majority interest in Tierra.

Additional information responsive to this interrogatory has been, or will be, produced and identified pursuant to Rule 4:17-4(d) in response to the document requests served by Plaintiffs on Repsol, YPF, YPFH, and CLHH.

INTERROGATORY NO. 2:

For the period from January 1, 1995 to present, identify by name, office location, title(s) or position(s), and applicable dates of such title(s) or position(s), each Person who serves or served as an officer or director of more than one of the members of the Repsol Group, regardless of whether such Person simultaneously serves or served in such capacity for more than one member of the Repsol Group.

RESPONSE TO INTERROGATORY NO. 2:

Defendants object to the phrase “Repsol Group,” as each entity included by Occidental in the purported “group” is a separate and distinct entity, and Defendants further deny any implication that there are any connections among the defendants other than those generally associated with corporate affiliates. Defendants also object to the interrogatory as overly broad and unduly burdensome in scope. Subject to those objections and the General Objections below, Defendants state that W. Mark Miller served as President and Treasurer at YPFH from August 1, 1996 through February 28, 1998; served on YPFH’s Board of Directors from July 31, 1996 through February 28, 1998; served as Vice President and Treasurer of CLHH from before January 1, 1995 through February 28, 1996; served on CLHH’s Board of Directors from July 31, 1996 through February 28, 1998; served as Vice President at Maxus during the period from June 1, 1995 through February 28, 1998; served as Treasurer at Maxus during the period from November 2, 1995 through February 28, 1998; served as Vice President and Treasurer at Tierra during the period from August 3, 1995 through February 28, 1998; and served on Tierra’s Board of Directors during the period from August 3, 1995 through October 1, 1996.

H.R. Smith served as Secretary at YPFH during the period from August 1, 1996 through 2006; served as Vice President of YPFH from December 3, 2004 through 2006; served on YPFH’s Board of Directors from December 3, 2004 through November 15, 2005; served as Secretary at Maxus from before January 1, 1995 through 2006; served on CLHH’s Board of Directors from July 5, 2004 through 2006; served as Secretary at Maxus during the period from

before January 1, 1995 through 2006; served as Vice President at Maxus from December 9, 2005 through 2006; served as Secretary at Tierra during the period from before January 1, 1995 through 2006; and served as Vice President at Tierra from December 13, 2004 through 2006.

David A. Wadsworth served as Vice President at YPFH during the period from August 1, 1996 through July 5, 2004; served on YPFH's Board of Directors from July 31, 1996 through July 5, 2004; served as Vice President at CLHH from before January 1, 1995 through July 5, 2004; served on CLHH's Board of Directors from July 31, 1996 through July 5, 2004; served as Assistant Secretary at Maxus from before January 1, 1995 through July 5, 2004; served as Vice President at Maxus from June 1, 1995 through July 5, 2004; served as General Counsel at Maxus from January 15, 2001 through July 5, 2004; served as Vice President at Tierra from before January 1, 1995 through July 5, 2004; and served on Tierra's Board of Directors from before January 1, 1995 through August 3, 1995.

Linda R. Engelbrecht served as Vice President and Controller at YPFH from August 1, 1996 through August 21, 1998; served as Vice President and Controller at CLHH from before January 1, 1995 through August 21, 1998; served as Assistant Controller at Maxus from August 3, 1995 through August 21, 1998; and served as Controller at Maxus from November 2, 1995 through August 21, 1998.

David O. Smith served as Assistant Secretary at YPFH from August 1, 1996 through October 29, 1999; served as Assistant Secretary at CLHH from before January 1, 1995 through October 29, 1999; served as Assistant Secretary at Maxus from before January 1, 1995 through May 15, 1999; and served as Assistant Secretary at Tierra from before January 1, 1995 through October 29, 1999.

Mark Wilson served as Assistant Treasurer at YPFH from September 1, 1997 through October 29, 1999; served as Assistant Treasurer at CLHH from September 1, 1997 through October 29, 1999; served as Assistant Treasurer at Maxus from May 15, 1999 through January 15, 2001; and served as Assistant Treasurer at Tierra from September 1, 1997 through October 29, 1999.

Fernando Nardini served as President at YPFH from February 28, 1998 through October 29, 1999; served as Treasurer at YPFH from February 28, 1998 through 2006; served on YPFH's Board of Directors from February 28, 1998 through October 29, 1999; served as Vice President of CLHH from February 28, 1998 through January 15, 2001; served as Treasurer of CLHH from February 28, 1998 through 2006; served on CLHH's Board of Directors from December 18, 1998 through October 29, 1999; served as Vice President at Maxus from March 31, 1998 through January 15, 2001; served as Treasurer at Maxus from January 15, 2001 through 2006; served as Vice President at Tierra from February 28, 1998 through October 29, 1999; and served as Treasurer at Tierra from February 28, 1998 through 2006.

Connie Hawkins served as Assistant Secretary at YPFH from December 3, 2002 through May 31, 2003; served as Assistant Secretary at CLHH from December 20, 2000 through May 31, 2003; served as Assistant Secretary at Maxus from January 15, 2001 through May 31, 2003; and served as Assistant Secretary at Tierra from January 15, 2001 through May 31, 2003.

Sara Galley served as Assistant Secretary at YPFH from December 3, 2003 through 2006; served as Assistant Secretary at CLHH from July 7, 2003 through 2006; served as Assistant Secretary at Maxus from July 7, 2003 through 2006; and served as Assistant Secretary at Tierra from August 1, 2003 through 2006.

C.A. Begun served as Assistant Secretary at Maxus from August 3, 1995 through January 15, 2001 and served as Vice President at Tierra from August 3, 1995 through October 29, 1999.

Sergio O. Paredes served as President at YPFH from December 3, 2002 through December 3, 2003; served as Vice President at YPFH from December 3, 2003 through April 18, 2006; served on YPFH's Board of Directors from December 3, 2002 through December 3, 2003; served on CLHH's Board of Directors from December 3, 2002 through December 3, 2003; and served as Vice President at Maxus from December 17, 2002 through July 7, 2003.

Alvaro Racero served as President at YPFH and on YPFH's Board of Directors from December 3, 2003 through November 3, 2005; served on CLHH's Board of Directors from December 3, 2003 through November 3, 2005; and served as Vice President at Maxus from July 7, 2003 through November 3, 2005.

K. Delmar Rumph served as President at YPFH from October 29, 1999; served on YPFH's Board of Directors from October 29, 1999 through August 1, 2001; served on CLHH's Board of Directors from October 29, 1999 through December 3, 2001; served as Vice President at Maxus from February 27, 2000 through May 31, 2001.

Carlos Olivieri served as Chief Financial Officer at YPF from 2002 through 2004; served on YPF's Board of Directors from 2002 through 2006; served as Vice President at YPFH from December 10, 2003 through December 3, 2004; served on YPFH's Board of Directors from November 15, 2005 through June 21, 2006; and served on Maxus' Board of Directors from November 15, 2005 through June 21, 2006.

W. E. Notestine served on YPFH's Board of Directors from November 15, 2005 through 2006 and served on Maxus' Board of Directors from November 15, 2005 through 2006.

Harlow Sprouse served on YPFH's Board of Directors from November 15, 2005 through 2006 and served on Maxus' Board of Directors from November 15, 2005 through 2006.

Roberto Monti served on Repsol's Board of Directors in 1999; served as Chairman and CEO of YPF from 1997 through 1999; served as Vice Chairman of Exploration and Production and Vice Chairman of YPF's Board of Directors in 2000; served as President and CEO at Maxus from August 21, 1995 through April 15, 1997; served on Maxus' Board of Directors from August 21, 1995 through January 15, 2001; and served on Tierra's Board of Directors from October 1, 1996 through January 15, 2001.

Miguel Angel Remon Gil served on YPF's Board of Directors from 1999 through 2003 and served on Maxus' Board of Directors from January 15, 2001 through November 11, 2005.

James R. Lesch served on YPF's Board of Directors from January 1, 1995 through 1997 and served on Maxus' Board of Directors from 1995 through October 16, 2004.

Nells Leon served as President at YPF in 1995 and 1996; served on YPF's Board of Directors from January 1, 1995 through 1998; and served on Maxus' Board of Directors from June 1, 1995 through June 20, 1997.

Mario Rosso served as Vice President and CEO International at YPF from 1997 through 1998; served as President and CEO at Maxus from April 15, 1997 through November 15, 2005; and served on Maxus' Board of Directors from June 20, 1997 through November 15, 2005.

David Rabbe served as President at CLHH from October 29, 1999 through 2006; served as President at Tierra from October 29, 1999 through 2006; and served on Tierra's Board of Directors from October 29, 1999 through 2006.

Evandro Correa Nacul served as President at YPFH from August 1, 2001 through December 3, 2001; served on YPFH's Board of Directors from August 1, 2001 through

December 3, 2002; and served on CLHH's Board of Directors from December 3, 2001 through December 3, 2002.

Guzman Solana served as President and CEO of YPFH June 21, 2006 through 2006; served as President of CEO of Maxus from June 21, 2006 through 2006; and served on Maxus' Board of Directors from June 21, 2006 through 2006.

M.M. Skaggs, Jr. served as President at CLHH from before January 1, 1995 through September 13, 11999; served as President at Tierra from before January 1, 1995 through September 13, 1999; and served on Tierra's Board of Directors from before January 1, 1995 through September 13, 1999.

Cedric Bridger served as Chief Financial Officer at YPF S.A. from 1992 through 1998 and served on Maxus' Board of Directors from April 21, 1995 through August 4, 1998.

Defendants investigation of individuals who may have held positions as an officer or director of more than one of the identified companies is ongoing and continuing, and Defendants may supplement this response as further information becomes available. Additional information responsive to this interrogatory has been, or will be, produced and identified pursuant to Rule 4:17-4(d) in response to the document requests served by Plaintiffs on Repsol, YPF, YPFH, and CLHH.

INTERROGATORY NO. 3: Fully describe all reasons, purposes and benefits sought or intended by or through the formation of YPFH, CLHH, YPF International, and any other Entity which, at any time after YPF's acquisition of Maxus, was a direct or indirect parent of Maxus or Tierra, identify all Persons who proposed, provided advice with respect to, or participated in any decisions concerning the formation of any such Entity, and identify all Documents supporting Your answer.

RESPONSE TO INTERROGATORY NO. 3:

Defendants object that the reference to "all reasons, purposes and benefits sought or intended" is vague, ambiguous, overly broad and unduly burdensome. Subject to that objection

and their General Objections below, Defendants state that the creation, and subsequent transfer, of YPF International Ltd. (“YPF Int’l”) was part of a restructuring plan intended to provide greater tax efficiency at Maxus. Prior to the implementation of the restructuring, Maxus was inefficiently organized from a tax perspective because, among other things, Maxus was forced to pay foreign taxes on income earned by its international subsidiaries (e.g. the Indonesian subsidiaries paid taxes in Indonesia) and then was forced to pay additional U.S. income tax on its foreign-source income in the event that Maxus paid dividends to YPF. To reduce these additional tax expenses, under the restructuring, Maxus sold its international operations to a non-U.S. subsidiary of YPF.

On June 19, 1996, as part of the implementation of this restructuring, Maxus International Energy Company (Maxus Int’l”) formed YPF International Ltd. (“YPF Int’l”), a Cayman Island corporation. Maxus Int’l then contributed the stock of Maxus Bolivia, Inc. (“Maxus Bolivia”), Maxus Venezuela, Ltd. (“Maxus Venezuela”), and Maxus Venezuela, S.A. (collectively the “Bolivian and Venezuelan Assets”) to YPF Int’l. Maxus Int’l also sold the outstanding shares of YPF Int’l to YPF (see response to Interrogatory Number 10). In addition to the Bolivian and Venezuelan Assets, other of Maxus’ international assets were sold to YPF Int’l at a later date (see response to Interrogatory Number 10). Having YPF Int’l hold these assets eliminated Maxus’ double taxation problem, eliminated alternative minimum tax on foreign source income, and facilitated tax savings for Maxus. In addition, YPFH, CLHH and CLH (later known as Tierra) were created to facilitate certain additional aspects of the corporate restructuring implemented in 1996, described more fully below in response to Interrogatory Numbers 5 and 6, which Defendants incorporate as if fully set forth herein.

In connection with this and other aspects of the restructuring, YPF received advice from Andrews Kurth, LLP, Arthur Anderson, and Credit Suisse First Boston. In addition, the Bolivian law firm, Bufete Aguirre Soc. Civ., advised Maxus with regard to the sale of the Bolivian assets, and the Venezuelan law firm, Travieso Evans Hughes Arria Rengel & Paz, advised Maxus with regard to the sale of the Venezuelan assets.

Additional aspects of the restructuring are described in response to Interrogatory Number 10 below, which Defendants also incorporate as if fully set forth herein. Additional information responsive to this interrogatory has been, or will be, produced and identified pursuant to Rule 4:17-4(d) in response to the document requests served by Plaintiffs on Repsol, YPF, YPFH, and CLHH. Defendants further state that, as their investigation continues, they may supplement this response.

INTERROGATORY NO. 4: Fully describe all reasons, purposes and benefits sought or intended by or through each and every change, at any time after YPF's acquisition of Maxus, in the direct or indirect ownership of Maxus, Tierra, or any of their direct or indirect corporate parents, identify all Persons who proposed, provided advice with respect to, or participated in any decisions concerning any such change, and identify all Documents supporting Your answer.

RESPONSE TO INTERROGATORY NO. 4:

Defendants incorporate their response to Interrogatory Number 3 as if fully set forth herein.

INTERROGATORY NO. 5: Fully describe all reasons, purposes and benefits sought or intended by or through execution of the CLH Assumption Agreement, identify all Persons who proposed, provided advice with respect to, or participated in any decisions concerning execution of the CLH Assumption Agreement, and identify all Documents supporting Your answer.

RESPONSE TO INTERROGATORY. 5:

Defendants object that the reference to "all reasons, purposes and benefits sought or intended" is vague, ambiguous, overly broad and unduly burdensome. Subject to that objection

and their General Objections below, Defendants state that Repsol, YPF, YPFH, and CLHH were not parties to the Assumption Agreement, and refer Plaintiffs to Maxus and Tierra's Response to Interrogatory Number 10 of Plaintiffs' Second Set of Interrogatories to Maxus Energy Corporation and Tierra Solutions, Inc.

Additional information responsive to this interrogatory has been, or will be, produced and identified pursuant to Rule 4:17-4(d) in response to the document requests served by Plaintiffs on Repsol, YPF, YPFH, and CLHH.

INTERROGATORY NO. 6: Fully describe all reasons, purposes and benefits sought or intended by or through execution of the Contribution Agreement, identify all Persons who proposed, provided advice with respect to, or participated in any decisions concerning execution of the Contribution Agreement, and identify all Documents supporting Your answer.

RESPONSE TO INTERROGATORY NO. 6:

Defendants object that the reference to "all reasons, purposes and benefits sought or intended" is vague, ambiguous, overly broad and unduly burdensome. Subject to that objection and their General Objections below, Defendants state that the Contribution Agreement was created to facilitate certain aspects of a corporate restructuring implemented in 1996. Under that restructuring, Chemical Land Holdings, Inc. ("CLH"), later known as Tierra Solutions, Inc. ("Tierra"), assumed certain potential obligations of Maxus. On that same date, Maxus sold the stock of CLH, a Maxus subsidiary at the time, to CLHH, an indirect subsidiary of YPF. On August 14, 1996, YPF, YPFH, CLHH, and YPF International, Ltd. ("YPF Int'l") entered into the Contribution Agreement, under which they agreed to make cash contributions to the equity capital of CLH, as and when requested by CLH, up to a specified amount.

The implementation of the Contribution Agreement allowed for improved operating efficiency at Maxus by transferring frontline responsibility for performing certain of Maxus' potential obligations to a separate company—CLH—where they would receive specialized

attention and management. This allowed Maxus to focus its energies on its core oil and gas business while, at the same time, highlighting Maxus' improved balance sheet, thereby making the post-acquisition financial recovery underway at Maxus more easily apparent to third parties, capital markets, and others in the financial community.

Nothing in the Contribution Agreement, or any other aspect of the restructuring, eliminated, reduced, limited or impaired the fulfillment of any alleged liabilities or potential obligations. Rather, the Contribution Agreement simply specified an amount of contributions equal to the best estimate of the reserve for such potential obligations at the time, along with payment of certain additional expenses requested periodically by CLH (later Tierra). Nor did anything limit the ability of YPF, YPFH, CLHH or YPF Int'l to make additional payments or financial contributions to Maxus or CLH (later Tierra). In fact, since entering into the Contribution Agreement, Defendants collectively have provided Maxus and Tierra with contributions, financial support and assistance well in excess of any particular amounts specified in the Contribution Agreement.

Additional information responsive to this interrogatory has been, or will be, produced and identified pursuant to Rule 4:17-4(d) in response to the document requests served by Plaintiffs on Repsol, YPF, YPFH, and CLHH. Defendants further state that, as their investigation continues, they may supplement this response.

INTERROGATORY NO. 7: Fully describe the methodology or methodologies used, and all information considered, in establishing or changing the maximum amount of any obligations to fund Tierra under the Contribution Agreement, identify all Persons who proposed, provided advice with respect to, or participated in any decisions concerning the same, and identify all Documents supporting Your answer.

RESPONSE TO INTERROGATORY NO. 7:

Defendants object that the terms "methodology," "methodologies" and "considered" are vague and ambiguous, are undefined by OCC, and are subject to multiple meanings. Defendants

will respond to this interrogatory using their understanding of those terms. Subject to that objection and their General Objections below, Defendants state that the \$108,400,000 figure represents the amount of the aggregate commitment by YPF, YPF Int'l, YPFH and CLHH to contribute capital to Tierra (f/k/a CLH) pursuant to the terms of the Contribution Agreement (the "Assumed Liability Accrued Amount," as defined in the Contribution Agreement), excluding certain expenses budgeted from CLH from time to time. The \$108,400,000 Assumed Liability Accrued Amount was based on the estimated environmental reserve as of June 30, 1996. On February 5, 1997, the Contribution Agreement was amended to increase the amount of the Assumed Liability Accrued Amount by \$3.1 million based on an increased estimate of the reserve. YPF received advice on the estimated reserve at the time from Andrews Kurth, LLP. Before YPF's acquisition of Maxus, Maxus' reserves for environmental liabilities were considerably smaller — \$84,700,000 as of December 31, 1995 and \$87,100,000 as of December 31, 1994.

Additional information responsive to this interrogatory has been, or will be, produced and identified pursuant to Rule 4:17-4(d) in response to the document requests served by Plaintiffs on Repsol, YPF, YPFH, and CLHH. Defendants further state that, as their investigation continues, they may supplement this response.

INTERROGATORY NO. 8: Identify by date(s) and amount(s) all reserves You established or booked, at any time after YPF's acquisition of Maxus, for Environmental Liability arising from or related to the Lister Site, fully describe the methodology or methodologies used and all information considered for purposes of establishing, booking or changing any such amount(s), identify all Persons who proposed, provided advice with respect to, or participated in any decisions concerning the same, and identify all Documents supporting Your answer.

RESPONSE TO INTERROGATORY NO. 8:

Defendants object to the phrase "Environmental Liability" as misleading and improper. Defendants deny that Maxus or Tierra have any environmental liabilities as that term is

commonly understood. Moreover, nothing in Defendants' responses shall be interpreted to admit or imply that they have any environmental liabilities. Defendants also object to the phrase "Environmental Liability" as overly broad to the extent that it seeks information about sites or issues other than the ones at issue in this suit. Moreover, Defendants object that the terms "methodology," "methodologies" and "considered" are vague and ambiguous, are undefined by OCC, and are subject to multiple meanings.

In addition, Defendants object that this interrogatory seeks information that is privileged. Defendants object to providing reserve information, beyond what is disclosed in SEC filings, as such information is privileged and protected from disclosure under the attorney work product doctrine and/or the attorney-client privilege.

INTERROGATORY NO. 9: Fully describe all sources and amounts of funding available to Maxus and/or Tierra, currently or at any time after YPF's acquisition of Maxus, to satisfy any obligations to indemnify OCC in relation to any Environmental Liability arising from or related to the Lister Site, the method(s) or process(es) by which Maxus and/or Tierra may obtain such funding, and all terms and conditions related to such funding, and identify all Documents supporting Your answer.

RESPONSE TO INTERROGATORY NO. 9:

Defendants incorporate their objection to the phrase "Environmental Liabilities" as indicated above in response to Interrogatory Number 8 (an objection which Defendants incorporate as if set forth fully herein). Moreover, Defendants object that the terms "method(s)," "process(es)," "terms" and "conditions" are vague and ambiguous, are undefined by OCC, and are subject to multiple meanings. Defendants will respond to this interrogatory using their understanding of those terms. Subject to those objections and their General Objections below, Defendants state that they have denied the existence of any indemnification obligation to Occidental related to the Lister Site.

INTERROGATORY NO. 10: Identify every sale, purchase, transfer or other disposition occurring after YPF's acquisition of Maxus, and to which You (specifically

including any of Your Affiliates) were a party, of (i) the Ecuadorian Assets, (ii) the Indonesian Assets, or (iii) any other tangible or intangible asset (including cash and corporate stock) that Maxus or Tierra directly or indirectly owned at the time of YPF's acquisition of Maxus and that had an actual or estimated value of at least \$5 million (US) at any time on or after September 4, 1986; and with respect to each such transaction:

- a. Identify the date of the transaction;
- b. Identify the asset(s) involved in the transaction;
- c. Identify all parties to the transaction;
- d. Identify all consideration paid to or received by the transferor(s);
- e. Identify all Documents by which the transaction was effectuated;
- f. Identify all Persons who participated in any negotiation of the terms of the transaction;
- g. Identify all Persons who participated in any formal or informal valuation or revaluation of any asset involved in the transaction;
- h. Fully describe all of Your (specifically including Your Affiliates) reasons for, purposes of, and benefits sought or intended by or through, entering into the transaction;
- i. Identify all Persons who proposed, provided advice with respect to, or participated in the decision by You (specifically including Your Affiliates) to enter into the transaction.

RESPONSE TO INTERROGATORY NO. 10:

Defendants object that the reference to “all of Your (specifically including Your Affiliates) reasons for, purposes of, and benefits sought or intended” is vague, ambiguous, overly broad and unduly burdensome. Defendants further object that the request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence given its request for information concerning any asset of \$5 million or more. Subject to those objections and their General Objections below, Defendants state that the Bolivian, Venezuelan, Ecuadorian, and Indonesian asset sales (discussed in detail below) were part of a post-acquisition reorganization, the objective of which was to bring the recently acquired

Maxus—laden with \$1 billion in debt and operational inefficiencies—back to profitability. Specifically, the Bolivian, Venezuelan, Ecuadorian, and Indonesian asset sales were intended, among other things, to eliminate the double taxation of Maxus’ international subsidiaries, and facilitate the repayment of Maxus’ outstanding debt.

These asset sales were first proposed by tax and accounting consultants at Arthur Andersen & Co. SC (“Arthur Andersen”) in April of 1995. In addition, other professional experts were consulted regarding the strategy behind these asset sales, including financial consultants at Credit Suisse First Boston, legal advisors at Andrews Kurth, LLP (“Andrews Kurth”), oil and gas consultants at Gaffney, Cline & Associates, Inc., and foreign legal counsel, including: Bolivian law firm, Bufete Aguirre Soc. Civ.; Ecuadorian law firm, Perez, Bustamante & Ponce; Venezuelan law firm, Travieso Evans Hughes Arria Rengel & Paz; and the Dutch law firm of Stibbe Simont Monahan Duhot.

On July 1, 1996, Maxus International Energy Company (“Maxus Int’l”) sold the outstanding shares of YPF Int’l to YPF. The sole assets of YPF Int’l were all of the issued and outstanding stock of Maxus Bolivia, Inc. (“Maxus Bolivia”), Maxus Venezuela, (C.I.) Ltd. (“Maxus Venezuela”), and Maxus Venezuela, S.A. (collectively the “Bolivian and Venezuelan Assets”). The assets of Maxus Bolivia consisted, at that time, of all of the assets and operations of Maxus in Bolivia, including the interests of Maxus in the Surubi Field and Secure and Caipipendi Blocks. The assets of Maxus Venezuela and Maxus Venezuela S.A. consisted, at that time, of all of the assets and operations of Maxus in Venezuela, except those held through Maxus Guarapiche Ltd. (“Maxus Guarapiche”).

The purchase price for YPF Int’l (the Bolivian and Venezuelan Assets) was \$263,100,000, which was based, in part, on an independent appraisal performed by Credit Suisse

First Boston. Credit Suisse First Boston placed the fair market value of YPF Int'l within a range of \$149 to \$214 million as of June 30, 1996. At a meeting of the Maxus Board on July 18, 1996, the Maxus Board determined that the consideration for the transfer of YPF Int'l should equal the higher of the fair market value for the Bolivian and Venezuelan subsidiaries and the carrying value of the assets held by such subsidiaries on the consolidated books and accounts of Maxus as of the time of transfer. Maxus management believed that the purchase price for YPF Int'l substantially exceeded its fair market value. The sale was recorded as a \$266,366,663 "intercompany receivable/payable." The \$266,366,663 consisted of a \$165,366,663 promissory note and \$101,000,000 in cash.

On September 1, 1996, Maxus Int'l sold the stock of Maxus Guarapiche to YPF Int'l for \$26,353,740. Because Maxus Guarapiche's interest in the Guarapiche Block was a recent acquisition, and was the sole material asset of Maxus Guarapiche, no valuation was necessary to determine the fair market value of Maxus Guarapiche. This sale was recorded as an "intercompany receivable/payable" between Maxus Int'l and YPF Int'l.

The sale of YPF Int'l (the Bolivian and Venezuelan Assets) to YPF, and the sale of Maxus Guarapiche to YPF Int'l, were unanimously approved by Maxus' Board of Directors during a Board meeting held June 18, 1996. The directors present at the meeting were Charles Blackburn, George L. Jackson, James R. Lesch, Roberto Monti, Dexter Peacock, Cedric Bridger, Nells Leon, and R. A. Walker. Also present, at the invitation of the Board, were Linda Engelbrecht, Mark Miller, David O. Smith, H. R. Smith, Jeff Ventura, and David Wadsworth, all of Maxus. In addition, Carlos Olivieri of YPF, Mike O'Donnell of Arthur Andersen, James M. Prince of Andrews Kurth, and William M. Wicker and Alex Sundich of Credit Suisse First Boston were present. After considering a presentation by Credit Suisse First Boston regarding

the fair market value of the assets, and after a full discussion, the Board determined that the sale of YPF Int'l (the Bolivian and Venezuelan Assets) to YPF, and the sale of Maxus Guarapiche to YPF Int'l, was in the best interests of the corporation and unanimously resolved to approve the transfers. Maxus' independent directors, Charles Blackburn, George L. Jackson, and R. A. Walker were in full agreement.

On December 31, 1997, Maxus Int'l sold the outstanding shares of YPF Ecuador, Inc. (the "Ecuadorian Assets") to YPF Int'l. The assets of YPF Ecuador, Inc. consisted, at that time, of an undivided thirty-five percent (35%) interest in the Block 16 Production Sharing Contract, the Bogi-Capiron Operating Agreement, and the Contract for Specific Services for the Tivacuno Area, each lying within the Orient Region of the Republic of Ecuador.

The purchase price for the Ecuadorian Assets was \$183,966,089.52, and was based on an independent appraisal performed by Gaffney, Cline & Associates of the fair market value of the assets as of December 3, 1997. Gaffney, Cline & Associates appraised the fair market value of the Ecuadorian Assets at \$165,000,000 as of December 1, 1997. In addition, Credit Suisse First Boston placed the value of the Ecuadorian Assets in the range of \$86 million to \$101 million as of September 30, 1996. For accounting purposes, the sale of the Ecuadorian Assets was recorded at a market value of \$185,246,734.85.

The Boards of Directors of Maxus, Maxus Int'l, and YPF Int'l each separately approved the sale of the Ecuadorian Assets. On December 19, 1997, Maxus' Board of Directors held a special meeting to consider the sale. The directors present at the meeting were George L. Jackson, James R. Lesch, Roberto Monti, Dexter Peacock, Mario B. Rosso, and R. A. Walker. Also present, at the invitation of the Board, were Linda E. Englebrecht, David O. Smith, H.R. Smith, and David Wadsworth, all of Maxus. In addition, Fernando Nardini and Francie Fernie of

YPF and William B. Cline of Gaffney, Cline & Associates were present. After considering Gaffney, Cline & Associates' independent written advice regarding the fair value of the Ecuadorian Assets, and after a full discussion, the Board determined that it was in the best interest of the company to sell the Ecuadorian Assets and unanimously resolved to approve the sale.

On December 29, 1997, Maxus Int'l's Board of Directors held a meeting to consider the sale of the Ecuadorian Assets. The directors present at the meeting were K. Delmar Rumph and H. L. Todd. Maxus Int'l's secretary, H.R. Smith, was present as well. After considering Gaffney, Cline & Associates' independent written advice regarding the fair value of the Ecuadorian Assets, and after a full discussion, the Board determined that it was in the best interest of the company to sell the Ecuadorian Assets and unanimously resolved to approve the sale.

On December 23, 1997, YPF Int'l's Board of Directors held a meeting to consider the purchase of the Ecuadorian Assets. The directors present at the meeting were Carlos Olivieri, Carlos Felices, and James R. Lesch. YPF Int'l's secretary, H.R. Smith, was present as well. Also present, at the invitation of the Board, were David O. Smith and David A. Wadsworth of Maxus and Francis Fernie and Fernando Nardini of YPF. After considering Gaffney, Cline & Associates' independent written advice regarding the fair value of the Ecuadorian Assets, and after a full discussion, the Board determined that it was in the best interest of the company to purchase the Ecuadorian Assets and unanimously resolved to approve the purchase.

On December 31, 1997, Maxus Indonesia, Inc. ("Maxus Indonesia") sold the issued and outstanding shares of YPF Java Baratlaut, B.V. ("Java") and all of the limited liability interest in Maxus Southeast Sumatra LLC ("Sumatra") (collectively, the "Indonesian Assets") to YPF Int'l.

The Java assets consisted, at that time, of an undivided 24.2705% interest in the Northwest Java Production Sharing Contract (“NWJ-PSC”). The Sumatra assets consisted, at that time, of an undivided 45.6752% interest in the Southeast Sumatra Production Sharing Contract (“SES-PSC”) and all shares of YPF Sumatera Tenggara B.V. (which owned an undivided 10% interest in the SES-PSC).

To determine the purchase price for the Indonesian Assets, YPF International, Ltd. (“YPF Int’l”) conducted a comparison between the Indonesian Assets and the value being offered in a contemporaneous third-party transaction for the purchase of certain companies owning interests in the NWJ-PSC and the SES-PSC.

Valuations of the Indonesian Assets were also performed by Credit Suisse First Boston and Gaffney, Cline & Associates. Credit Suisse First Boston valued the Java assets in the range of \$232 million to \$282 million, as of September 30, 1996, and valued the Sumatra assets in the range of \$413 million to \$513 million, as of September 30, 1996. On December 3, 1997, Gaffney, Cline & Associates valued the Java assets at \$286 million, as of December 1, 1997, and valued the Sumatra assets at \$278 million, as of December 1, 1997.

Under the Purchase and Sale Agreement, the purchase price for the Java assets (plus a promissory note between Java and Maxus Int’l) was \$263,975,809.71. The purchase price for the Sumatra assets was \$241,336,869.41. For accounting purposes, the sales proceeds from the transfer of the Indonesian Assets were recorded at a market value of \$224,001,378.37 for the Java Assets, \$41,154,266.29 for the promissory note, and \$246,504,946 for the Sumatra Assets.

The Boards of Directors of Maxus, Maxus Indonesia, and YPF Int’l each separately approved the sale of the Indonesian Assets. On December 19, 1997, Maxus’ Board of Directors held a special meeting to consider the sale. The directors present at the meeting were George L.

Jackson, James R. Lesch, Roberto Monti, Dexter Peacock, Mario B. Rosso, and R. A. Walker. Also present, at the invitation of the Board, were Linda E. Englebrecht, David O. Smith, H.R. Smith, and David Wadsworth, all of Maxus. In addition, Fernando Nardini and Francie Fernie of YPF and William B. Cline of Gaffney, Cline & Associates were present. After a full discussion, the Board determined that it was in the best interest of the company to sell the Indonesian Assets and unanimously resolved to approve the sale.

On December 23, 1997, YPF Int'l's Board of Directors held a meeting to consider the purchase of the Indonesian Assets. The directors present at the meeting were Carlos Olivieri, Carlos Felices and James R. Lesch. YPF Int'l's secretary, H.R. Smith, was present as well. Also present, at the invitation of the Board, were David O. Smith and David A. Wadsworth of Maxus and Francis Fernie and Fernando Nardini of YPF. After a full discussion, the Board determined that it was in the best interest of the company to purchase the Indonesian Assets and unanimously resolved to approve the purchase.

On December 29, 1997, Maxus Indonesia's Board of Directors likewise held a meeting to consider the sale of the Indonesian Assets. The directors present at the meeting were K. Delmar Rumph and H. L. Todd. Maxus Int'l's secretary, H.R. Smith, was also present. After a full discussion, the Board determined that it was in the best interest of the company to sell the Indonesian Assets and unanimously resolved to approve the sale.

On June 30, 1998, the Stock Purchase Agreement relating to the Indonesian Assets was amended to increase the purchase price for the Java assets to \$282,800,569.03 to reflect the fair market value of the Java assets based on a subsequent valuation performed by Gaffney, Cline & Associates. The purchase price for the Sumatra assets was also upwardly adjusted, pursuant to the automatic adjustment provisions of the Stock Purchase Agreement because, subsequent to the

execution of the Stock Purchase Agreement, there had been an arms-length sale of an interest in the SES-PSC, indicating an increase of the fair market value of the Sumatra assets. The Maxus Board of Directors unanimously approved the amendment to the Stock Purchase Agreement, in a meeting held on August 4, 1998, after a full review of the independent advice provided by Gaffney, Cline & Associates and other appropriate information.

Additional information responsive to this interrogatory has been, or will be, produced and identified pursuant to Rule 4:17-4(d) in response to the document requests served by Plaintiffs on Repsol, YPF, YPFH, and CLHH. Defendants further state that, as their investigation continues, they may supplement this response.

INTERROGATORY NO. 11: With respect to (i) every change in the direct or indirect ownership of Maxus, Tierra, or any of their direct or indirect corporate parents at any time after YPF's acquisition of Maxus, (ii) execution of the CLH Assumption Agreement, (iii) execution of the Contribution Agreement, and/or (iv) each transaction identified in Your answer to Interrogatory No. 11, state whether You gave any consideration to the interests of, or the potential impact upon, any one or all of the actual, potential or contingent creditor(s) of Maxus or Tierra, and if so, fully explain all such consideration including the results thereof, identify all Persons who provided advice with respect to or participated in such consideration, and identify all Documents reflecting or pertaining to such consideration.

RESPONSE TO INTERROGATORY NO. 11:

Defendants object that the terms "consideration," "interests" and "impact" are vague and ambiguous, are undefined by OCC, and are subject to multiple meanings. Defendants will respond to this interrogatory using their understanding of those terms. Defendants also object that this interrogatory is vague and ambiguous due to the circularity of its request for information regarding "each transaction identified in Your answer to Interrogatory No. 11." Subject to those objections and their General Objections below, Defendants state that they did not consider "the interests of, or the potential impact upon, any one or all of the actual, potential or contingent creditor(s) of Maxus of Tierra," if any, especially given that any changes in corporate

ownership, the Assumption Agreement, the Contribution Agreement, and any transactions identified in response to these interrogatories had no negative impact on any such creditors in any event.

INTERROGATORY NO. 12: Identify and fully describe any presently pending offers or bids by You or to You, for the sale, purchase, transfer or other disposition of any tangible or intangible asset (including cash and corporate stock) that Maxus or Tierra directly or indirectly owned at the time of YPF's acquisition of Maxus and that had an actual or estimated value of at least \$5 million (US) at any time on or after September 4, 1986.

RESPONSE TO INTERROGATORY NO. 12:

Defendants object to this interrogatory because it is overly broad, unduly burdensome and seeks irrelevant information beyond the scope of Rule 4:10-2 insofar as information concerning "presently pending offers or bids" concerning assets that Maxus or Tierra owned nearly fifteen years ago—in 1995—let alone assets dating back to 1986 (twenty-three years ago), has no relevance to any issue in the case and is in no way likely to lead to the discovery of admissible evidence.

INTERROGATORY NO. 13: Identify and fully describe any presently pending offers or bids by You or to You, for the sale, purchase, transfer or other disposition of capital stock of YPF, S.A. (excluding its Affiliates) or of any direct or indirect subsidiary of YPF, S.A.

RESPONSE TO INTERROGATORY NO. 13:

Defendants object to this interrogatory because it is overly broad, unduly burdensome and seeks irrelevant information beyond the scope of Rule 4:10-2 insofar as information concerning "any presently pending offers or bids" by Repsol, YPF, YPFH or CLHH "for the sale, purchase, transfer or other disposition of capital stock" of YPF or any direct or indirect subsidiary of YPF has no relevance to any issue in the case and is in no way likely to lead to the discovery of admissible evidence.

INTERROGATORY NO. 14: Fully explain all factual bases for Your Separate Defense number 6 to OCC's Cross-Claims, alleging that "OCC's claims ... are barred, in whole or in

part, by the applicable Statute of Limitations, Statute of Repose, and the equitable doctrines of laches and estoppels,” and identify all supporting Documents.

RESPONSE TO INTERROGATORY NO. 14:

Defendants object to this interrogatory as premature because discovery has not been completed, and the factual bases in support of their contention that OCC’s claims against Defendants are barred, in whole or in part, by the applicable statutes of limitations, statute of repose, and the equitable doctrines of laches or estoppel will continue to develop. In addition, Defendants object to this request in that it purports to require Defendants to fully explain “all factual basis” and identify “all supporting documents,” as Defendants have yet to receive all documents they have requested or will request from OCC, or other parties, nor taken depositions to further develop their legal defenses. Finally, Defendants object to this interrogatory to the extent that it calls for information protected by the attorney-client privilege or attorney-work-product doctrine and New Jersey Rules of Court R. 4-17-1(b)(3).

Subject to their specific objections and the General Objections below, Defendants state that they assert both direct defenses they have as to OCC as well as defenses which OCC has or could have as to Plaintiffs. Defendants state that certain of Plaintiffs’ as well as OCC’s claims are barred by the applicable statutes of limitations including, but not limited to OCC’s fraudulent transfer and alter-ego claims. Defendants state that all of Plaintiffs’ claims— except for, perhaps and without waiving any defenses, their Spill Act claim for cleanup and removal costs, as distinct from property damages and other economic losses—are now time-barred. Based on a nearly 24-year course of conduct, prior admissions and a clear documentary record, the doctrines of laches and estoppel preclude OCC from asserting any claim or defense based on the assertion that OCC is not the successor of DSCC, including for any alleged liabilities associated with the Lister Site or Lister Plant. Furthermore, OCC’s claim of a breach of a duty to defend against

Defendants has no basis because the Defendants are not parties to the SPA, and OCC is estopped from asserting a breach of contract and breach of contractual indemnification against Defendants, as no such duty exists according to the terms of the SPA.

Subject to their objections as stated above, Defendants identify the following documents they are aware of to date as examples of responsive documents to this request: the SPA, SPA drafts, documents and correspondence involving the SPA, documents and correspondence involving the negotiation of the SPA, trial transcripts of witness testimony and documents produced in prior litigation involving the SPA, documents relating to OCC's management and operation of the Lister Site, documents relating to OCC's relationship with Chemicaland, documents relating to OCC's bad faith or lack of cooperation with Maxus, documents from Plaintiffs regarding the Lister Site, documents relating to Plaintiffs' knowledge of certain allegations and claims affecting statute of limitations defenses, documents reflecting OCC's admissions that OCC is the successor of DSCC, and Administrative Orders on Consent, judicial Consent Decrees and numerous other documents concerning the CERCLA and Spill Act proceedings regarding the Lister Site, which establish—that OCC is the successor of DSCC, including for any alleged liabilities associated with the Lister Site or Lister Plant.

Defendants reserve the right to supplement their response to this interrogatory as discovery proceeds.

INTERROGATORY NO. 15: Fully explain all factual bases for Your Separate Defense number 7 to OCC's Cross-Claims, alleging that "OCC's claims are barred, in whole or part, by the doctrines of waiver, consent, estoppel, release, and assumption of risk," and identify all supporting Documents.

RESPONSE TO INTERROGATORY NO. 15:

Defendants object to this interrogatory as premature because discovery has not been completed, and the factual bases in support of their contention that OCC's claims are barred by

the doctrines of waiver, consent, estoppel, release, and assumption of the risk will continue to develop. In addition, Defendants object to this request in that it purports to require Defendants to fully explain “all factual basis” and identify “all supporting documents,” as Defendants have yet to receive all documents they have requested or will request from OCC, or other parties, nor taken depositions to further develop their legal defenses. Finally, Defendants object to this interrogatory to the extent that it calls for information protected by the attorney-client privilege or attorney-work-product doctrine and New Jersey Rules of Court R. 4-17-1(b)(3).

Subject to their specific objections and the General Objections below, Defendants state that upon information and belief, OCC may have allowed chemicals to enter into the Passaic River during OCC’s affiliation with Chemicaland in prior operational and management activities of Lister Site or other culpable conduct involving its closure of the site, which facts support Defendants’ defenses to certain of Plaintiffs’ claims and OCC’s cross-claims, including that OCC has waived its right to seek recovery from Maxus and assumed the risk of the Lister Site by its conduct. Defendants’ information and belief is supported by a letter written on “Occidental Chemical Company” letterhead by W.H. Hunt, Jr., Vice President and General Manager, Eastern Division, to Creditors of Chemicaland Corporation. The letter states, “Gentleman: On November 22, 1976 Occidental Chemical Company assumed temporary management and operation of the plant facility owned by Chemicaland Corporation located at 80 Lister Avenue, Newark, New Jersey.” Additionally, upon information and belief, OCC was negligent in its closure or cessation of manufacturing or operational activities which may have resulted in chemicals leaching into the Passaic River at the Lister Site through negligent or culpable conduct, including but not limited to conducting a “Sheriff’s sale” of the property as described in letter dated December 22, 1978 and written on “Occidental Chemical Company” letterhead by

Marc J. Kennedy, Division Counsel to Mr. Paul New of Diamond Shamrock Corporation. In addition, OCC purchased the stock of DSCC from DSC. Through OCC's merger with DSCC, OCC acquired the assets and liabilities of DSCC. As OCC admitted in ¶ 26 of OCC's Answer and Cross-Claim Complaint, "Occidental further admits that Oxy-Diamond Alkali Corporation merged into Occidental on November 24, 1987, and, after a corporate name change, DSCC merged into Occidental on November 30, 1987." Therefore, OCC is estopped from asserting that Maxus is the successor to DSCC. Subject to its objections as stated above, Defendants identify the following documents they are aware of to date as examples of responsive documents to this request: the SPA, SPA drafts, documents and correspondence involving the SPA, documents and correspondence involving the negotiation of the SPA, trial transcripts of witness testimony and documents produced in prior litigation involving the SPA, documents relating to OCC's management and operation of the Lister Site, documents relating to OCC's relationship with Chemicaland, documents relating to OCC's bad faith or lack of cooperation with Maxus, documents from Plaintiffs regarding the Lister Site, other documents relating to Plaintiffs' knowledge of certain allegations and claims affecting statute of limitations defenses, documents reflecting OCC's admissions that OCC is the successor of DSCC, Administrative Orders on Consent, judicial Consent Decrees, and numerous other documents concerning the CERCLA and Spill Act proceedings regarding the Lister Site, which establish that OCC is the successor of DSCC, including for any alleged liabilities associated with the Lister Site or Lister Plant.

Defendants reserve the right to supplement their response to this interrogatory as discovery proceeds.

INTERROGATORY NO. 16: Fully explain all factual bases for Your Separate Defense number 8 to OCC's Cross-Claims, alleging that "OCC's claims are barred, in whole or part, by the doctrines of collateral estoppel, res judicata, judicial estoppel, and accord and satisfaction," and identify all supporting Documents.

RESPONSE TO INTERROGATORY NO. 16:

Defendants object to this interrogatory as premature because discovery has not been completed, and the factual bases in support of their contention that OCC's claims are barred by the doctrines collateral estoppel, res judicata, judicial estoppel, and accord and satisfaction will continue to develop. In addition, Defendants object to this request in that it purports to require Defendants to fully explain "all factual basis" and identify "all supporting documents," as Defendants have yet to receive all documents they have requested or will request from OCC, or other parties, nor taken depositions to further develop their legal defenses. Finally, Defendants object to this interrogatory to the extent that it calls for information protected by the attorney-client privilege or attorney-work-product doctrine and New Jersey Rules of Court R. 4-17-1(b)(3).

Subject to their specific objections and the General Objections below, Defendants state that through the 1986 SPA, OCC acquired the stock of DSCC and thereby acquired the assets and liabilities of DSCC. Therefore, OCC is now estopped from denying that it is the entity responsible for the alleged discharges from the Lister Site. Defendants state that in 1984, after the reorganization of DSC-I and the creation of DSC-II as a non-operating holding company, DSCC (formerly DSC-I), acquired 120 Lister Avenue, and in 1986 re-acquired 80 Lister Avenue, all in order to facilitate environmental response actions underway at those properties under governmental supervision and control. Those acquisitions, as well as DSCC's execution of various Administrative Consent Orders with NJDEP in 1984, are inconsistent with OCC's assertion that DSCC's liabilities were transferred away from DSCC as part of the 1984 restructuring or at any other time prior to execution of the 1986 SPA. In the month prior to the effective date of the Stock Purchase Agreement, DSCC sold 80 and 120 Lister Avenue to

Diamond Shamrock Chemical Land Holdings, Inc. (now Tierra). Neither Tierra's acquisition of those parcels, nor any other actions in connection with 80 and 120 Lister Avenue, make it the successor to DSCC's or OCC's liabilities. Upon information and belief, Tierra did not know about the full extent of OCC's prior, independent relationship with the Lister Site when Tierra acquired the properties in 1986. Furthermore, Maxus and Tierra are not responsible for DSCC's liabilities to the extent Plaintiffs' case against Maxus and Tierra is based upon Tierra's acquisition of the title to the Lister Site or any environmental response actions Maxus may have performed before Tierra assumed responsibility for environmental response actions in 1996. From 1986 to 1996, Tierra merely acquired and held title to the property to facilitate environmental response actions required or requested by state or federal regulators. During the same period, Maxus is alleged to have been implementing or facilitating environmental response actions required or requested by state or federal regulators. None of that makes Maxus or Tierra "responsible" for any alleged prior or subsequent discharges of hazardous substances at the Lister Site. Indeed, any attempt by OCC or the State to impose liability based on such actions would also violate the terms of the Spill Act and be void as against public policy.

Subject to its objections as stated above, Defendants identify the following documents it is aware of to date as examples of responsive documents to this request: the SPA, SPA drafts, documents and correspondence involving the SPA, documents and correspondence involving the negotiation of the SPA, trial transcripts of witness testimony and documents produced in prior litigation involving the SPA, documents relating to OCC's management and operation of the Lister Site, documents relating to OCC's relationship with Chemicaland, documents relating to OCC's bad faith or lack of cooperation with Maxus, documents from Plaintiffs regarding the

Lister Site and other documents relating to Plaintiffs' knowledge of certain allegations and claims affecting statute of limitations defenses.

Defendants reserve the right to supplement their response to this interrogatory as discovery proceeds.

INTERROGATORY NO. 17: Fully explain all factual bases for Your Separate Defense number 9 to OCC's Cross-Claims, alleging that "OCC's claims ... are subject to setoff and recoupment," and identify all supporting Documents.

RESPONSE TO INTERROGATORY NO. 17:

Defendants object to this interrogatory as premature because discovery has not been completed, and the factual bases in support of their contention that OCC's claims against Defendants are subject to setoff and recoupment, and therefore must be reduced accordingly, will continue to develop. In addition, Defendants object to this request in that it purports to require Defendants to fully explain "all factual basis" and identify "all supporting documents," as Defendants have yet to receive all documents they have requested or will request from OCC, or other parties, nor taken depositions to further develop their legal defenses. Finally, Defendants object to this interrogatory to the extent that it calls for information protected by the attorney-client privilege or attorney-work-product doctrine and New Jersey Rules of Court R. 4-17-1(b)(3).

Subject to their specific objections and the General Objections below, Defendants state that to the extent Plaintiffs recover from Defendants, Defendants are entitled to setoff and recoupment for the extent of OCC's negligent or other culpable conduct in relation to its manufacturing and operational activities at the Lister Site, wherein based upon information and belief, OCC may have discharged or allowed chemicals to leach into the Passaic River. For example, Defendants' information and belief is supported by a letter written on "Occidental Chemical Company" letterhead by W.H. Hunt, Jr., Vice President and General Manager, Eastern

Division, to Creditors of Chemicaland Corporation. The letter states, "Gentleman: On November 22, 1976 Occidental Chemical Company assumed temporary management and operation of the plant facility owned by Chemicaland Corporation located at 80 Lister Avenue, Newark, New Jersey." Additionally, upon information and belief, OCC was negligent in its manufacturing, operation or cessation of manufacturing or operational activities which may have also resulted in chemicals entering into the Passaic River at the Lister Site through negligent or culpable conduct, including but not limited to conducting a "Sheriff's sale" of the property as described in a letter dated December 22nd, 1978 and written on "Occidental Chemical Company" letterhead by Marc J. Kennedy, Division Counsel to Mr. Paul New of Diamond Shamrock Corporation. Defendants further state that Tierra's acquisition of title to the Lister Site in 1986 did not create liability under any state or federal statute; nor did that acquisition have the effect of transferring any liabilities of DSCC to Tierra. Subject to their objections as stated above, Defendants identify the following documents they are aware of to date as examples of responsive documents to this request: the SPA, SPA drafts, documents and correspondence involving SPA, documents and correspondence involving the negotiation of the SPA, trial transcripts of witness testimony and documents produced in prior litigation involving the SPA, documents relating to OCC's management and operation of the Lister Site, documents relating to OCC's relationship with Chemicaland, documents relating to OCC's bad faith or lack of cooperation with Maxus, documents from Plaintiffs regarding the Lister Site and other documents relating to Plaintiffs' knowledge of certain allegations and claims affecting statute of limitations defenses.

Defendants reserve the right to supplement their response to this interrogatory as discovery proceeds.

INTERROGATORY NO. 18: Fully explain all factual bases for Your Separate Defense number 20 to OCC's Cross-Claims, alleging that "OCC is not entitled to any recovery based upon the provisions of the SPA (including, but not limited to Article IX), as those provisions are invalid or inapplicable," and identify all supporting Documents.

RESPONSE TO INTERROGATORY NO. 18:

Defendants object to this interrogatory as premature because discovery has not been completed, and the factual bases in support of their contention that OCC is not entitled to any recovery based upon the provisions of the SPA (including, but not limited to Article IX), as those provisions are invalid or inapplicable, will continue to develop. In addition, Defendants object to this request in that it purports to require Repsol to fully explain "all factual basis" and identify "all supporting documents," as Defendants have yet to receive all documents they have requested or will request from OCC, or other parties, nor taken depositions to further develop their legal defenses. Finally, Defendants object to this interrogatory to the extent that it calls for information protected by the attorney-client privilege or attorney-work-product doctrine and New Jersey Rules of Court R. 4-17-1(b)(3).

Subject to their specific objections and the General Objections below, Defendants state that the SPA contains temporal limitations, the meaning of which require findings of fact. SPA Section 9.01(b) provides that certain provisions shall remain in effect "indefinitely," a period of time which is limited to a reasonable period of time and which is not perpetual or without end. The meaning of the term "indefinitely" is a question of fact for the fact finder to determine based on, among other factors, the prejudice to the indemnitor from the passage of time. Defendants state that "indefinitely" means a reasonable time depending on various circumstances, such as (by way of example) the death and unavailability of witnesses, fading recollections and the existence or absence of documents. In the present case, time has passed and the indemnity claims are now time-barred.

Furthermore, each provision under which OCC seeks indemnity from Maxus is inapplicable or ambiguous as to this present case. Section 9.03(a)(iii), the “Superfund provision,” is inapplicable because the present litigation is not “Federal Superfund litigation” as described in that section. The present case is a state court action which, on information and belief, was specifically not included by the drafters of the SPA to be within the terms of Section 9.01(a)(iii).

Section 9.03(a)(iv) is inapplicable because it is ambiguous. There is another site listed in Schedule 10.01 in Newark, NJ. The mere reference to Newark, NJ is insufficient to allow the reader to identify any site or the scope of any indemnity relating to any site, and therefore Section 9.03(a)(iv) calls for inadmissible parole evidence.

Section 9.03(a)(viii) is also ambiguous and inapplicable because it applies to discontinued businesses or products. Lister Avenue is a site, not a discontinued business or product. Furthermore, the term “discontinued business” is undefined, and “unrelated to the Chemicals Business” is also ambiguous. Agent Orange, the product manufactured at the Lister site, is not listed in Section 9.03(a)(viii) or under Item 12 Schedule 2.23. The phrase “Ag Chem,” listed under Item 12 in Schedule 2.23 is also ambiguous. Upon information and belief, Agent Orange was produced for military use, not “agricultural” use.

The fact that OCC alleges not one, but three, provisions of Section 9.03(a) as its basis for a claim of indemnification, demonstrates that OCC is uncertain about which specific provision to claim definitively applies to this litigation, and a fact finder is necessary to determine the applicability, if any, of the present litigation to the express terms of 1986 SPA. Also, to the extent the location of claimed pollutants alleged in this litigation involves locations other than certain sites as identified in the SPA, such claims in this litigation are not indemnifiable claims

under the SPA. Subject to the objections as stated above, Defendants identify the following documents they are aware of to date as examples of responsive documents to this request: the SPA, SPA drafts, documents and correspondence involving the SPA, documents and correspondence involving the negotiation of the SPA, trial transcripts of witness testimony and documents produced and documents produced in prior litigation involving the SPA, documents relating to OCC's management and operation of the Lister Site, documents relating to OCC's relationship with Chemicaland, documents relating to OCC's bad faith or lack of cooperation with Maxus, documents from Plaintiffs regarding the Lister Site and other documents relating to Plaintiffs' knowledge of certain allegations and claims affecting statute of limitations defenses.

Finally, Defendants state that to the extent any judgments in any prior cases do not serve to collaterally estop Maxus, then OCC's claims under Section 9.03(a)(iv) and (viii) are barred by the 12-year passage of time under Section 9.03 (a)(ii). The deposition and trial testimony of Maxus' witnesses and the exhibits thereto provide factual support.

Defendants reserve the right to supplement their response to this interrogatory as discovery proceeds.

INTERROGATORY NO. 19: Fully explain all factual bases for Your Separate Defense number 21 to OCC's Cross-Claims, alleging that "OCC's claims for indemnification or otherwise are barred or diminished because OCC was guilty of negligence, or otherwise culpable conduct, and contributory negligence," and identify all supporting Documents.

RESPONSE TO INTERROGATORY NO. 19:

Defendants object to this interrogatory as premature because discovery has not been completed, and the factual bases in support of their contention that OCC's claims for indemnification or otherwise are barred or diminished because OCC was guilty of negligence, or otherwise culpable conduct, and contributory negligence, will continue to develop. In addition, Defendants object to this request in that it purports to require Defendants to fully

explain “all factual basis” and identify “all supporting documents,” as Defendants have yet to receive all documents they have requested or will request from OCC, or other parties, nor taken depositions to further develop their legal defenses. Finally, Defendants object to this interrogatory to the extent that it calls for information protected by the attorney-client privilege or attorney-work-product doctrine and New Jersey Rules of Court R. 4-17-1(b)(3).

Subject to their specific objections and the General Objections below, Defendants state that OCC is believed to be guilty of negligence, or otherwise culpable conduct, and contributory negligence because of OCC’s affiliation with Chemicaland and/or responsibility for prior operational and management activities of the Lister Site or other culpable conduct involving its closure of the site, as well as OCC’s alleged pollution of the Passaic River as the successor to DSCC. Tierra’s acquisition of title to the Lister Site in 1986 did not create liability under any state or federal statute; nor did that acquisition have the effect of transferring any liabilities of DSCC to Tierra. Defendants state that OCC, with its affiliation with and/or responsibility for Chemicaland, was the last entity to operate the Lister Site, and therefore any alleged indemnity based on the SPA is either wholly or partially invalid as to OCC’s own negligence or culpable conduct in its operation, management or control and negligence or otherwise culpable conduct in its cessation of manufacturing of the Lister Site. In addition, Section 9.03(b) of the SPA expressly provides that OCC is required to indemnify Maxus for any liabilities flowing from OCC’s own activities at the Lister Site.

Subject to their objections as stated above, Defendants identify the following documents they are aware of to date as examples of responsive documents to this request: the SPA, SPA drafts, documents and correspondence involving the SPA, documents and correspondence involving the negotiation of the SPA, trial transcripts of witness testimony and documents

produced in prior litigation involving the SPA, documents relating to OCC's management and operation of the Lister Site, documents relating to OCC's relationship with Chemicaland, documents relating to OCC's bad faith or lack of cooperation with Maxus, documents from Plaintiffs regarding the Lister Site and other documents relating to Plaintiffs' knowledge of certain allegations and claims affecting statute of limitations defenses.

Defendants reserve the right to supplement their response to this interrogatory as discovery proceeds.

INTERROGATORY NO. 20: Fully explain all factual bases for Your Separate Defense number 22 to OCC's Cross-Claims, alleging that "OCC's claims for indemnification or otherwise are barred or diminished because OCC was guilty of failure to act in good faith or failure to provide appropriate cooperation," and identify all supporting Documents.

RESPONSE TO INTERROGATORY NO. 20:

Defendants object to this interrogatory as premature because discovery has not been completed, and the factual bases in support of their contention that OCC's claims for indemnification or otherwise are barred or diminished because OCC was guilty of a failure to act in good faith or failure to provide appropriate cooperation, will continue to develop. In addition, Defendants object to this request in that it purports to require Defendants to fully explain "all factual basis" and identify "all supporting documents," as Defendants have yet to receive all documents they have requested or will request from OCC, or other parties, nor taken depositions to further develop their legal defenses. Finally, Defendants object to this interrogatory to the extent that it calls for information protected by the attorney-client privilege or attorney-work-product doctrine and New Jersey Rules of Court R. 4-17-1(b)(3).

Subject to their specific objections and the General Objections below, Defendants state that OCC was guilty of a failure to act in good faith as required by the express terms of the SPA in Section 9.04. Furthermore, OCC's actions, by its failure to provide appropriate cooperation in

defending this lawsuit against the State and in its pursuit of cross-claims without merit have materially increased Defendants' litigation costs and have unnecessarily complicated the issues in this case, including that Repsol, YPF, YPFH and CLHH should never have been brought into this case by OCC. Subject to their objections as stated above, Defendants identify the following documents they are aware of to date as examples of responsive documents to this request: the SPA, SPA drafts, documents and correspondence involving the SPA, documents and correspondence involving the negotiation of the SPA, trial transcripts of witness testimony and documents produced in prior litigation involving the SPA, documents relating to OCC's management and operation of the Lister Site, documents relating to OCC's relationship with Chemicaland, documents relating to OCC's bad faith or lack of cooperation with Maxus, documents from Plaintiffs regarding the Lister Site and other documents relating to Plaintiffs' knowledge of certain allegations and claims affecting statute of limitations defenses.

Defendants reserve the right to supplement their response to this interrogatory as discovery proceeds.

INTERROGATORY NO. 21: Fully explain all factual bases for Your Separate Defense number 23 to OCC's Cross-Claims, alleging that "[t]he costs, damages and penalties OCC seeks to recover or impose are unreasonable, excessive, arbitrary, and capricious," and identify all supporting Documents.

RESPONSE TO INTERROGATORY NO. 21:

Defendants object to this interrogatory as premature because discovery has not been completed, and the factual bases in support of their contention that the costs, damages and penalties OCC seeks to recover or impose are unreasonable, excessive, arbitrary, and capricious, will continue to develop. In addition, Defendants object to this request in that it purports to require Defendants to fully explain "all factual basis" and identify "all supporting documents," as Defendants have yet to receive all documents they have requested or will request from OCC, or

other parties, nor taken depositions to further develop their legal defenses. Finally, Defendants object to this interrogatory to the extent that it calls for information protected by the attorney-client privilege or attorney-work-product doctrine and New Jersey Rules of Court R. 4-17-1(b)(3).

Subject to their specific objections and the General Objections below, Defendants state that they assert direct defenses which OCC has or could have as to Plaintiffs, which includes inappropriate selective prosecution against OCC and Maxus as to pollution in the entire Passaic River and related waterways. In addition, Defendants state that any alleged indemnity is limited in scope and no indemnity exists to the extent OCC is seeking to recover from Maxus for pollution for the entire Passaic River and related waterways. Subject to their objections as stated above, Defendants identify the following documents they are aware of to date as examples of responsive documents to this request: the SPA, SPA drafts, documents and correspondence involving the SPA, documents and correspondence involving the negotiation of the SPA, trial transcripts of witness testimony and documents produced in prior litigation involving the SPA, documents relating to OCC's management and operation of the Lister Site, documents relating to OCC's relationship with Chemicaland, documents relating to OCC's bad faith or lack of cooperation with Maxus, documents from Plaintiffs regarding the Lister Site and other documents relating to Plaintiffs' knowledge of certain allegations and claims affecting statute of limitations defenses.

Defendants reserve the right to supplement their response to this interrogatory as discovery proceeds.

INTERROGATORY NO. 22: Regarding every Person You expect to call at trial as an expert witness, disclose all information that, pursuant to R. 4:10-2(d)(1), OCC may require You to disclose by interrogatory, and provide all expert report(s) and related information in accordance with R. 4:17-4(e).

RESPONSE TO INTERROGATORY NO. 22:

Defendants object to this interrogatory as premature. Defendants will supplement this interrogatory and will supply the information required by the New Jersey Rules of Court pursuant to the schedules imposed in this litigation.

INTERROGATORY NO. 23: If and to the extent that Your Response to any request for admission subsequently served upon You by OCC is anything other than an unqualified admission, fully explain all factual bases for Your response, and identify all Documents supporting Your response.

RESPONSE TO INTERROGATORY NO. 23:

Defendants object to this open-ended interrogatory. Defendants object that such request effectively exceeds the limit on number of interrogatories set in the litigation to date pursuant to Case Management Order VII, and further object to this request as beyond the scope of the New Jersey Rules.

GENERAL OBJECTIONS

Defendants expressly assert the following objections to each and every of OCC's Interrogatories as though fully set forth in response to each individual interrogatory:

1. Defendants object to OCC's Definitions in that the Definitions list many terms and phrases not used in any specific Interrogatory. Defendants expressly reserve the right to object to any such phrase or term in the context of any specific request.

2. Defendants object to the definitions and instructions set forth in the discovery request being answered. Defendants object to such definitions and instructions to the extent that they (a) purport to impose obligations beyond those required under the New Jersey Rules, case law and/or the Orders entered by the Court in this case, (b) are duplicative or request information already in the possession of OCC or their counsel, or (c) expressly or impliedly ask for information protected from disclosure by the attorney-client privilege, the common interest privilege, the attorney work product doctrine, privilege from disclosure of communications with

litigation consultants, accountants, and insurers to the extent recognized by applicable law, or any other applicable privilege, protection, or immunity. Defendants do not intend to disclose or produce any such privileged information in response to this request being answered, and the 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.

3. Defendants object to OCC's Interrogatories in that 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. Defendants have responded herein to far more than twenty-five interrogatories, which is the maximum number permitted the propounding parties under ¶ 3.4 of Case Management Order VII, and Defendants object to any and all additional interrogatories by these propounding parties.


4. Defendants object to OCC's Interrogatories to the extent that certain interrogatories are in conflict with the privacy laws, or other foreign laws, of Spain or Argentina.

5. In responding to OCC's Interrogatories, Defendants do not admit or imply that any of the information sought by OCC is relevant or admissible. Defendants reserve all of their objections to any information provided in their interrogatory responses, including but not limited to objections regarding relevance and admissibility.

Dated: December 23, 2009

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CERTIFICATE OF SERVICE

This is to certify that, on December 23, 2009, a true and correct copy of Defendants Repsol YPF, S.A., YPF S.A., YPF Holdings, Inc., and CLH Holdings, Inc.'s Responses to Occidental Chemical Corporation's First Set of Interrogatories was served electronically on all parties which have consented to service by posting on www.sfile.com/njdepvocc on December 23, 2009. In addition, the following counsel of record were served on December 23, 2009 via first class, regular mail:

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Andrew A. Kussaf P.C.
DATED: December 23, 2009

CERTIFICATION

I, Francisco Javier Sanz Cedrón , hereby certify that I am Director de Gestión y Calidad Financiera for Repsol YPF, S.A., and verify the foregoing Interrogatory Responses. The Responses have been assembled with the assistance of counsel for Repsol YPF, S.A., as well as input from other Repsol YPF, S.A. personnel. To the best of my knowledge, the information regarding the issues presented in the Responses is true and correct. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

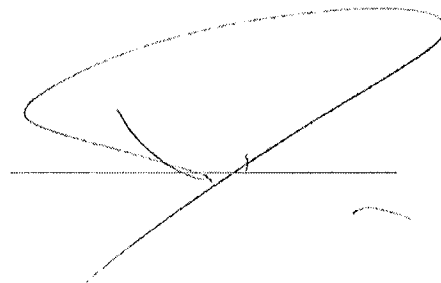
Francisco Javier Sanz

Date: December 23, 2009

CERTIFICATION

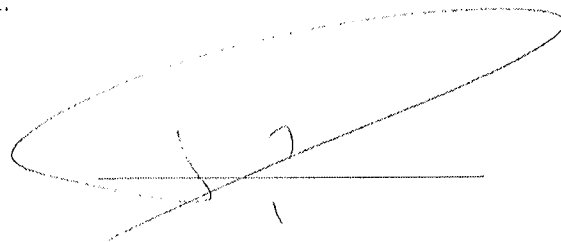
I, Teodoro Marcó, hereby certify that I am a Director for YPF Holdings, Inc., and verify the foregoing Interrogatory Responses. The Responses have been assembled with the assistance of counsel for YPF Holdings, Inc. To the best of my knowledge, the information regarding the issues presented in the Responses is true and correct. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Date: January 5, 2010

A handwritten signature in black ink, appearing to be 'Teodoro Marcó', is written over a horizontal line. The signature is stylized and somewhat cursive.

CERTIFICATION

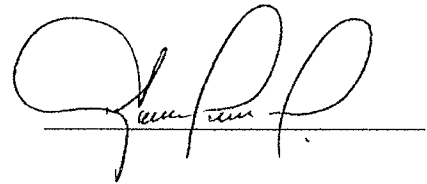
I, Teodoro Marcó, hereby certify that I am a Director for CLH Holdings, Inc., and verify the foregoing Interrogatory Responses. The Responses have been assembled with the assistance of counsel for CLH Holdings, Inc. To the best of my knowledge, the information regarding the issues presented in the Responses is true and correct. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

A handwritten signature in black ink, consisting of a large, sweeping loop followed by a horizontal line and a small vertical tick mark.

Date: January 5, 2010

CERTIFICATION

I, GABRIEL LEIVA, hereby certify that I am Administrative Manager for YPF, S.A., and verify the foregoing Interrogatory Responses. The Responses have been assembled with the assistance of counsel for YPF, S.A., as well as input from other YPF, S.A. personnel. To the best of my knowledge, the information regarding the issues presented in the Responses is true and correct. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

A handwritten signature in black ink, appearing to read 'Gabriel Leiva', is written over a horizontal line.

Date: December 22, 2009