

EXHIBIT 129

April 14, 1988

MAXUS

BY FEDERAL EXPRESS

Ms. Chris Altomari
New Jersey Department
of Environmental Protection
401 E. State Street, CN 028
Trenton, New Jersey 08625

Mr. Michael Schuit
New Jersey Department
of Environmental Protection
401 E. State Street, CN 028
Trenton, New Jersey 08625

Re: Diamond Alkali Superfund Site

Dear Ms. Altomari and Mr. Schuit:

This is in response to Ms. Altomari's telephone call requesting, on behalf of herself and Mr. Schuit, a copy of the portion(s) of the Stock Purchase Agreement pertaining to Maxus' relationship with Occidental vis-a-vis the subject site. The attached provision permits Maxus (as the indemnifying party) to defend certain claims on behalf of Occidental. Pursuant to this provision, Maxus has elected to defend on behalf of Occidental the claims by the New Jersey Department of Environmental Protection and U.S. EPA in regard to the Newark site. This information was provided earlier to Ms. Randy B. Stein of U.S. EPA.

We are not in a position to furnish the entire Stock Purchase Agreement, as it is a very large document which, for the most part, covers areas of business agreement wholly unrelated to environmental concerns.

Yours truly,

Paul W. Herring

Paul W. Herring

PWH:lg
Enclosure
4852(a)
cc William Hutton

① *[Signature]*
② *AKL*
③ *Newark file
Constant Dance*

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MAXUS ENERGY CORPORATION
Health & Environmental Affairs

Section 9.04 Defense of Claims.

(a) If an Indemnitee receives notice of the assertion of any claim or of the commencement of any action or proceeding by any Entity who is not a party to this Agreement (a "Third Party Claim") against such Indemnitee, with respect to which an Indemnifying Party is obligated to provide indemnification under Section 9.03 of this Agreement, the Indemnitee shall give such Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim. Such notice shall describe the Third Party Claim in reasonable detail, and shall indicate the estimated amount, if practicable, of the Indemnifiable Loss that has been or may be sustained by the Indemnitee. The Indemnifying Party shall have the right to participate in or, by giving written notice to the Indemnitee, to elect to assume the defense of any Third Party Claim at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel (reasonably satisfactory to the Indemnitee), and the Indemnitee shall cooperate in good faith in such defense.