William L. Warren, Esq.
DRINKER BIDDLE & REATH LLP
105 College Road East, Suite 300
Princeton, New Jersey 08542-0627
Tel.: (609) 716-6500
Fax: (609) 799-7000

Thomas E. Starnes, Esq.
DRINKER BIDDLE & REATH LLP
1500 K Street NW, Suite 1100
Washington, D.C. 20005
Tel.: (202) 230-5192
Fax: (202) 842-8465

Charles M. Crout, Esq.
ANDREWS KURTH LLP
1350 I Street NW, Suite 1100
Washington, D.C. 20005
Tel.: (202) 662-2700
Fax: (202) 662-2739

Attorneys for Defendants,
Tierra Solutions, Inc. and Maxus Energy 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,	:	SUPERIOR COURT OF NEW JERSEY LAW DIVISION -ESSEX COUNTY DOCKET NO. ESX-L-9868-05 (PASR)
Plaintiffs, vs. OCCIDENTAL CHEMICAL CORPORATION, TIERRA SOLUTIONS, INC., MAXUS ENERGY CORPORATION, REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC., AND CLH HOLDINGS, Defendants.	:	**RESPONSES OF DEFENDANTS MAXUS ENERGY CORPORATION AND TIERRA SOLUTIONS, INC. TO PLAINTIFFS' SECOND SET OF REQUESTS FOR ADMISSION**

TO: John F. Dickinson, Jr.,
Deputy Attorney General
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, NJ 08625-0093

William J. Jackson, Esq.
Jackson Gilmour & Dobbs, PC
3900 Essex lane, Suite 700
Houston, TX 77027

Michael Gordon, Esq.
Gordon & Gordon
505 Morris Avenue
Springfield, NJ 07081

Attorneys for Plaintiffs

PLEASE TAKE NOTICE that, Defendants Maxus Energy Corporation ("Maxus") and Tierra Solutions, Inc. ("Tierra") (collectively, "Defendants"), by and through their undersigned counsel, hereby respond to Plaintiffs' Second Set of Requests for Admission pursuant to the Rules of Court.

DRINKER BIDDLE & REATH LLP

Attorneys for Defendants Tierra Solutions, Inc. and Maxus Energy Corporation

Dated: December 2, 2009

William L. Warren VEG

William L. Warren, Esq.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Defendants Maxus Energy Corporation and Tierra Solutions, Inc.'s Responses to Plaintiffs' Second Set of Requests for Admission were served by electronic mail and first-class mail upon the counsel of record listed below, and via Sfile to all other known counsel of record:

John F. Dickinson, Jr.
DEPUTY ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 093
TRENTON, NJ 08625-0093
Email: john.dickinson@dol.lps.state.nj.us

Michael Gordon, Esq.
Gordon & Gordon, P.C.
505 MORRIS AVE.
SPRINGFIELD, NJ 07081
Email: gordonlaw7@aol.com

Kelly-Ann Pokrywa, Esq.
Gordon & Gordon, P.C.
505 Morris Ave.
Springfield, NJ 07081
Email: kelesq@hotmail.com

William J. Jackson, Esq.
JACKSON GILMOUR & DOBBS, P.C.
3900 ESSEX LANE, SUITE 700
HOUSTON, TX 77027
Email: bjackson@jgdpc.com

John D.S. Gilmour, Esq.
JACKSON GILMOUR & DOBBS, P.C.
3900 ESSEX LANE, SUITE 700
HOUSTON, TX 77027
Email: jgilmour@jgdpc.com

Micheal W. Dobbs, Esq.
JACKSON GILMOUR & DOBBS, P.C.
3900 ESSEX LANE, SUITE 700
HOUSTON, TX 77027
Email: **mdobbs@jgdpc.com**

Victor L. Cardenas, Jr., Esq.
JACKSON GILMOUR & DOBBS, P.C.
3900 ESSEX LANE, SUITE 700
HOUSTON, TX 77027
Email: vcardenas@jgdpc.com

Robert T. Lehman, Esq.
ARCHER & GREINER
ONE CENTENNIAL SQUARE
33 EAST EUCLID AVENUE
HADDONFIELD, NJ 08033
Email: rlehman@archerlaw.com

Phil Cha, Esq.
ARCHER & GREINER
ONE CENTENNIAL SQUARE
33 EAST EUCLID AVENUE
HADDONFIELD, NJ 08033
Email: pcha@archerlaw.com

Oliver S. Howard, Esq.
GABLE & GOTWALS
100 WEST 5TH STREET, SUITE 1100
TULSA, OK 74103-4217
Email: ohoward@gablelaw.com

David L. Bryant, Esq.
GABLE & GOTWALS
100 WEST 5TH STREET, SUITE 1100
TULSA, OK 74103-4217
Email: *dbryant@gablelaw.com*

Scott R. Rowland, Esq.
GABLE & GOTWALS
100 WEST 5TH STREET, SUITE 1100
TULSA, OK 74103-4217
Email: *srowland@gablelaw.com*

Zara K. Davis, Esq.
ARCHER & GREINER
ONE CENTENNIAL SQUARE
33 EAST EUCLID AVENUE
HADDONFIELD, NJ 08033
Email: *zdavis@archerlaw.com*

Domenick Carmagnola, Esq.
CARMAGNOLA & RITARDI, LLC
60 Washington Street
Morristown, New Jersey 07960
Email: *dcarmagnola@cr-law.net*

Michael T. Hannafan, Esq.
HANNAFAN & HANNAFAN, LTD
ONE EAST WACKER DR., SUITE 2800
CHICAGO, IL 60601
Email: *mth@hannafanlaw.com*

Blake T. Hannafan, Esq.
HANNAFAN & HANNAFAN, LTD
ONE EAST WACKER DR., SUITE 2800
CHICAGO, IL 60601
Email: *bth@hannafanlaw.com*

Mark H. Sobel, Esq.
GREENBAUM, ROWE, SMITH & DAVIS LLP
75 LIVINGSTON AVENUE, SUITE 301
ROSELAND, NJ 07068-3701
Email: *msobel@greenbaumlaw.com*

Marc J. Gross, Esq.
GREENBAUM, ROWE, SMITH & DAVIS LLP
75 LIVINGSTON AVENUE, SUITE 301
ROSELAND, NJ 07068-3701
Email: *mgross@greenbaumlaw.com*

Gregg H. Hilzer, Esq.
GREENBAUM, ROWE, SMITH & DAVIS LLP
75 LIVINGSTON AVENUE, SUITE 301
ROSELAND, NJ 07068-3701
Email: *ghilzer@greenbaumlaw.com*

Carlton T. Spiller, Esq.
GREENBAUM, ROWE, SMITH & DAVIS LLP
99 WOOD AVENUE SOUTH
ISELIN, NJ 08830-2712
Email: *cspiller@greenbaumlaw.com*

Ellen A. Silver, Esq.
GREENBAUM, ROWE, SMITH & DAVIS LLP
99 WOOD AVENUE SOUTH
ISELIN, NJ 08830-2712
Email: *esilver@greenbaumlaw.com*

Richard C. Godfrey, Esq.
KIRKLAND & ELLIS LLP
300 NORTH LASALLE
CHICAGO, IL 60654
Email: *rgodfrey@kirkland.com*

Mark S. Lillie, Esq.
KIRKLAND & ELLIS LLP
300 NORTH LASALLE
CHICAGO, IL 60654
Email: mlillie@kirkland.com

James N. Nowacki, Esq.
KIRKLAND & ELLIS LLP
300 NORTH LASALLE
CHICAGO, IL 60654
Email: jnowacki@kirkland.com

Andrew A. Kassof, Esq.
KIRKLAND & ELLIS LLP
300 NORTH LASALLE
CHICAGO, IL 60654
Email: akassof@kirkland.com

Ileana M. Blanco, Esq.
DLA PIPER US LLP
1000 LOUISIANA STREET, SUITE 2800
HOUSTON, TX 77002-5005
Email: ileana.blanco@dlapiper.com

Christina E. Ponig, Esq.
DLA PIPER US LLP
1000 LOUISIANA STREET, SUITE 2800
HOUSTON, TX 77002-5005
Email: christina.ponig@dlapiper.com

Anthony J. Reitano, Esq.
Herold Law, P.A.
25 Independence Blvd.
Warren, NJ 07059-6747

Thomas M. Egan, Esq.
Assistant Municipal Attorney
City of Clifton Law Department
900 Clifton Avenue
Clifton, NJ 07013

John P. McGovern, Esq.
Assistant City Attorney
City of Orange Township
29 North Day St.
Orange, NJ 07050

Eric S. Aronson, Esq.
Greenberg Traurig, LLP
200 Park Avenue
Florham Park, NJ 07932

Steven R. Gray, Esq.
Water, McPherson, McNeill, P.C.
P.O. Box 1560
Secaucus, NJ 07096

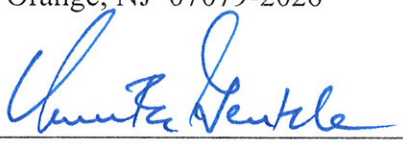
Corinne A. Goldstein, Esq.
Covington & Burling, LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004

Paul Casteleiro, Esq.
200 Washington St., 5th Floor
Hoboken, NJ 07030

John A. Daniels, Esq.
Daniels & Daniels LLC
6812 Park Ave.
Guttenberg, NJ 07093

Carl R. Woodward, III, Esq.
Brian H. Fenlon, Esq.
Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein
5 Becker Farm Road
Roseland, NJ 07068

Gerald Poss, Esq.
Gerald Poss, P.A. & Associates
58 Vose Avenue
South Orange, NJ 07079-2026



Vincent E. Gentile, Esq.

Dated: December 2, 2009

RESPONSES AND OBJECTIONS TO PLAINTIFFS SECOND SET OF REQUESTS FOR ADMISSIONS TO DEFENDANTS MAXUS/TIERRA

GENERAL OBJECTIONS

A. Maxus and Tierra object to all instructions, definitions, and requests to the extent that they call for Maxus and Tierra to do more than is required under the rules of this Court. For example, Rule 4:22-1 applies only to matters of fact. Similarly, Rule 4:22-1 does not allow requests to admit the ultimate facts in issue in the lawsuit. Thus, to the extent Plaintiffs' requests seek admissions as to matters of law or ultimate facts in issue, they are not permitted.

B. Maxus and Tierra further object to the instructions and definitions accompanying Plaintiffs' requests for admissions to the extent they are overly broad, not relevant, and not reasonably calculated to lead to the discovery of admissible evidence.

C. Maxus and Tierra object to each request for admission to the extent that it calls for disclosure or publication of any information, communication, and/or document:

(i) which is protected by any absolute or qualified privilege, including, but not limited to, the attorney-client privilege, the work product doctrine, the common interest doctrine, and the identity and work product of non-testifying experts, all of which Maxus and Tierra hereby assert[1];

(ii) which is not relevant to the subject matter of this litigation or not reasonably calculated to lead to the discovery of admissible evidence; or

(iii) which is otherwise not subject to discovery pursuant to the New Jersey Rules of Court.

---

[1] Many of Plaintiffs' requests fall into this category. Maxus's agreement to produce non-privileged documents responsive to any request should not be construed as an acknowledgment by Maxus that the request is proper or calls for anything other than privileged documents and information.

D. Maxus and Tierra object to Plaintiffs' instructions, definitions, and requests to the extent the Plaintiffs request Maxus and Tierra to provide responses to subjects beyond the knowledge and information in their possession or control.

E. Maxus and Tierra object to Plaintiffs' definitions of the terms "Affiliate" and "Subsidiary" because, as defined, these terms are overly broad and unduly burdensome to the extent that they seek to capture information about subsidiaries that are plainly irrelevant to the subject matter of this case.

F. Maxus and Tierra object to Plaintiffs' definition of "Environmental Liabilities" to the extent it seeks to include information about liabilities that are not relevant to the subject matter of this case, and because it misleadingly suggests that private contractual obligations relating in some way to an environmental condition (such as the alleged indemnities in this case) are on the same footing as "Environmental Liabilities" arising from direct violation of an environmental statute.

G. Maxus and Tierra object to Plaintiffs' definitions of "Asset," "Asset Transfer," and "Transfers of Value" on the grounds that, as defined, these terms are overly broad and unduly burdensome and, among other problems, lists companies and assets that have never been "transferred" at all and for which there is no allegation of impropriety in Plaintiffs' complaint.

H. Many of Plaintiffs' requests discuss "obligations" and "liabilities" of one or more companies. Nothing in Maxus's and Tierra's Responses is intended to suggest any sort of acknowledgment that any such "obligations" or "liabilities" actually exist.

I. Maxus's and Tierra's investigation in this matter is continuing. Accordingly, Maxus and Tierra reserve the right to supplement, clarify, and revise these responses to the extent additional information becomes available or is obtained through discovery. Further,

Maxus and Tierra reserve the right to amend these responses to the extent the claims brought by or alleged against Maxus and Tierra in this litigation are amended.

J. Maxus and Tierra expressly asserts the foregoing objections to each and every request made below and specifically incorporates the general objections enumerated above to each and every response made below as though they were stated in full.

RESPONSES TO PLAINTIFFS' REQUESTS FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 1

Admit that as of October 6, 2008, You had not presented any of the Plaintiffs or the Attorney General of the State of New Jersey with a notice of claim as described in N.J.S.A. 59:8-4 to 8-7 for any of the claims set forth in Your Counterclaim.

RESPONSE:

Objection. Maxus and Tierra object to this request on the grounds that it wrongly assumes that providing the described notice of claim was a prerequisite to asserting any of the causes of action set forth in their Counterclaims. Subject to and without limiting or waiving that objection, Maxus and Tierra admit that neither gave notice of claim as described in N.J.S.A. 59:8-4 to 8-7 prior to filing their Counterclaims in this lawsuit.

REQUEST FOR ADMISSION NO. 2

Admit that as of October 6, 2008, You had not submitted, in writing to the NJDEP, by certified mail (return receipt requested), or by other means which provides verification of the date of delivery to NJDEP, all such reasonably ascertainable arguments and factual grounds supporting Your claim that any NJPDES permit violated a State law, caused or had the potential to cause You an injury or damages, or that You objected to the issuance or renewal of any such permit, as described in N.J.A.C. 7:14A-15.13.

RESPONSE:

Objection. Maxus and Tierra object to this request on the grounds that it wrongly assumes that providing the described written notice was a prerequisite to asserting any of the causes of action set forth in their Counterclaims. Plaintiffs have direct liability under the statutes and equitable bases set forth in the Counterclaims. Furthermore, Maxus and Tierra's claim is not that "any" particular permit violated State law, but that all such permits are illegal, and NJDEP lacked any discretion to issue any such permit, by the plain terms of N.J.S.A. 58:14-7 and N.J.S.A. 58:14-8. In addition, Maxus and Tierra had no reason, context or forum for asserting

that sort of claim prior to the State's filing of this lawsuit against them. Moreover, Plaintiffs have long been aware, or certainly should reasonably have been aware, that State-issued permits violated the plain terms of environmental laws such as N.J.S.A. 58:14-7 and N.J.S.A. 58:14-8, and have caused Hazardous Substances and Pollutants to be discharged into the Newark Bay Complex. Moreover, the filing of serial, redundant objections by Maxus and Tierra to the issuance of such permits would have been futile since, notwithstanding objections by numerous parties to the issuance of such permits, the State has nonetheless persisted in systematically permitting or otherwise allowing and authorizing discharges to the Passaic River that the State knew had caused, and would continue to cause, damage to Passaic River and the remainder of the Newark Bay Complex. Subject to and without limiting or waiving the foregoing objections, Maxus and Tierra admit that, prior to the filing of their Counterclaims, neither of them "submitted, in writing to the NJDEP, by certified mail (return receipt requested), or by other means which provides verification of the date of delivery to NJDEP, all such reasonably ascertainable arguments and factual grounds supporting" their claim that the NJPDES permits challenged here "violated a State law, caused or had the potential to cause [them] an injury or damages, or that [they] objected to the issuance or renewal of any such permit, as described in N.J.A.C. 7:14A-15.13."

REQUEST FOR ADMISSION NO. 3

Admit that, prior to this lawsuit, You have never sought indemnification from OCC for Environmental Liabilities Concerning Occidental Chemical Company's operations at the Lister Site after 1969.

RESPONSE:

Objection. Maxus and Tierra object to this request on the grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the defenses OCC might

assert against Maxus's cross claim against OCC, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. Maxus and Tierra object further that the request is vague and ambiguous insofar as it uses the phrase "Environmental Liabilities." Subject to and without limiting or waiving these objections, Maxus and Tierra admit that, prior to this lawsuit, Maxus never sought indemnification from OCC for OCC's own operations at the Lister Site, but deny that tendering a claim regarding the Lister Site for OCC's indemnification was necessary before the State filed this lawsuit.

REQUEST FOR ADMISSION NO. 4

Admit that the Stock Purchase Agreement provides for indemnification to OCC for Environmental Liabilities Concerning the Diamond Alkali Superfund Site pursuant to Section 9.03(a)(iii) of the Stock Purchase Agreement.

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rule 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to an ultimate fact in issue. Maxus and Tierra object to this request on the further grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. Maxus and Tierra object further that the request is vague and ambiguous insofar as it uses the phrase "Environmental Liabilities." To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would aver that the terms of the Stock Purchase Agreement do not fully support an admission of this request and,

further, that to the extent the contract language is deemed ambiguous, discovery is required. Based on the foregoing, this request is denied.

REQUEST FOR ADMISSION NO. 5

Admit that the Stock Purchase Agreement provides for indemnification to OCC for Environmental Liabilities Concerning the operations at the Lister Plant pursuant to Section 9.03(a)(iv) of the Stock Purchase Agreement.

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rules 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to an ultimate fact in issue. Maxus and Tierra object to this request on the further grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. Maxus and Tierra object further that the request is vague and ambiguous insofar as it uses the phrase "Environmental Liabilities." To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would aver that the terms of the Stock Purchase Agreement do not fully support an admission of this request and, further, that to the extent the contract language is deemed ambiguous, discovery is required. Based on the foregoing, this request is denied.

REQUEST FOR ADMISSION NO. 6

Admit that Environmental Liabilities Concerning the historical operations at the Lister Plant are liabilities and obligations of the "Ag Chem" discontinued business of DSCC referred to in Schedule 2.23(12).

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rules 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to an ultimate fact in issue. Maxus and Tierra object to this request on the further grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. Maxus and Tierra object further that the request is vague and ambiguous insofar as it uses the phrase "Environmental Liabilities." To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would aver that the terms of the Stock Purchase Agreement do not fully support an admission of this request and, further, that to the extent the contract language is deemed ambiguous, discovery is required. Based on the foregoing, this request is denied.

REQUEST FOR ADMISSION NO. 7

Admit that the Lister Site and/or Lister Plant is an Inactive Site for purposes of Section 9.03(a)(iv) of the Stock Purchase Agreement.

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rules 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to the ultimate fact in issue. Maxus and Tierra object to this request on the further grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other

defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would aver that the terms of the Stock Purchase Agreement do not fully support an admission of this request and, further, that to the extent the contract language is deemed ambiguous, discovery is required. Based on the foregoing, this request is denied.

REQUEST FOR ADMISSION NO. 8

Admit that the Lister Site and/or Lister Plant is an Historical Obligation for purposes of Section 9.03(a)(viii) of the Stock Purchase Agreement.

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rules 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to an ultimate fact in issue. Maxus and Tierra object to this request on the further grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would aver that the terms of the Stock Purchase Agreement do not fully support an admission of this request and, further, that to the extent the contract language is deemed ambiguous, discovery is required. Based on the foregoing, this request is denied.

REQUEST FOR ADMISSION NO. 9

Admit that OCC is an entity entitled to indemnification pursuant to Section 9.03(a) of the Stock Purchase Agreement for Indemnifiable Losses as defined in that section.

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rules 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to an ultimate fact in issue. Maxus and Tierra object to this request on the further grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would admit that, in the abstract, Occidental came within the coverage provided by (i.e., in the sense of being a potential indemnitee under) Section 9.03(a) of the Stock Purchase Agreement, but would aver that the terms of the Stock Purchase Agreement do not fully support an admission of this request to the extent it seeks an admission regarding the applicability of the indemnity provisions to the facts and circumstances in this case and, further, that to the extent the contract language is deemed ambiguous, discovery is required. Based on the foregoing, this request is denied.

REQUEST FOR ADMISSION NO. 10

Admit that on or before September 4, 1986, DSC-2 had knowledge that DSCC had Environmental Liabilities as a result of its historical operations at the Lister Plant.

RESPONSE:

Objection. The request is vague and ambiguous insofar as it uses the phrase "Environmental Liabilities." Subject to and without limiting or waiving this objection, Maxus and Tierra admit that, by September 4, 1986, when DSC-2 (now Maxus) sold DSCC's stock to Occidental, Maxus had knowledge that DSCC was the name of the entity previously named Diamond Alkali Company and Diamond Shamrock Corporation; that DSCC (under its prior names) had operated the plant at 80 Lister Avenue until it was closed in 1969 and sold in 1971; that DSCC was the successor of liabilities, if any, associated with the operations of the Lister plant prior to 1971; and that the State had, by the time of the 1986 stock sale, asserted that DSCC was liable for alleged discharges of certain hazardous substances at the Lister Site, and that DSCC, without admission of any liability, was undertaking environmental response actions in compliance with the administrative orders on consent executed by DSCC. To the extent this request seeks an admission of any other fact, the remainder of the request is denied.

REQUEST FOR ADMISSION NO. 11

Admit that any amount of damages awarded to the Plaintiffs and against OCC in this lawsuit for claims 1 through 5 in the Second Amended Complaint is an Indemnifiable Loss pursuant to Section 9.03(a) of the Stock Purchase Agreement.

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rules 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to an ultimate fact in issue. Maxus and Tierra object to this request on the further grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf,

threatens to threatens to circumvent the court-ordered numerical limits on requests to admit. To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would deny this request.

REQUEST FOR ADMISSION NO. 12

Admit that if the total amount of the Assumed Liabilities as described in Section 2.1 of the Assumption Agreement exceeds the maximum amount of contribution YPF, YPF International, YPF Holdings, CLH Holdings and Maxus are obligated to make to Tierra for the Assumed Liabilities pursuant to the Contribution Agreement, Maxus is responsible for the excess amount.

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rules 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to an ultimate fact in issue. In addition, the request is vague and ambiguous insofar as it does not indicate to whom "Maxus would [allegedly] be responsible for the excess amount." To the extent the request intends to suggest that Maxus would, under the hypothetical legal question posed, be "responsible [to OCC] for the excess amount," then the request (besides being objectionable on the aforementioned grounds) would be relevant, at most, solely to the claims OCC has asserted against Maxus, and allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would admit that Maxus was not relieved of any obligation to OCC by virtue of the Assumption and/or Contribution Agreements Maxus executed with other parties, but otherwise deny this Request.

REQUEST FOR ADMISSION NO. 13

Admit that Tierra did not receive any consideration for entering into the Assumption Agreement.

RESPONSE:

Denied. As the Assumption Agreement indicates on its face, Tierra was to receive, and has received, many millions of dollars under the Contribution Agreement in consideration for the duties it undertook on Maxus's behalf under the Assumption Agreement.

REQUEST FOR ADMISSION NO. 14

Admit that You did not seek or obtain OCC's permission or approval for the Assumption Agreement prior to its execution.

RESPONSE:

Objection. Maxus and Tierra object to this request on the grounds that the subject of the request is irrelevant to any claim asserted in this action. In addition, if the request were relevant to any claim, it would be to a claim asserted by OCC and allowing Plaintiffs to serve such a request, effectively on OCC's behalf, would threaten to circumvent the court-ordered numerical limits on requests to admit. Subject to and without limiting or waiving this objection, Maxus and Tierra admit they did not seek OCC's permission or approval for the Assumption Agreement prior to its execution, but deny that OCC's permission or approval was necessary.

REQUEST FOR ADMISSION NO. 15

Admit that Tierra knew that one or more discharges of one or more hazardous substances had occurred in the past from the Lister Site when Tierra acquired 80 Lister Avenue and 120 Lister Avenue, respectively.

RESPONSE:

Objection. The request is vague and ambiguous, including for the reason that it is compound and contains phrases that are undefined, uncertain or susceptible of more than one meaning (including "discharges" and "from the Lister Site"). Subject to and without waiving or

limiting their objections, Maxus and Tierra admit that, by 1986, when Tierra first acquired 80 Lister Avenue and 120 Lister Avenue, Tierra knew that the State had already asserted that alleged discharges of certain hazardous substances had occurred in the past at the Lister Site and that some previously discharged substances had subsequently migrated and/or were threatening to migrate off-site. Indeed, it was arranged for Tierra to take title to those parcels to ensure that, notwithstanding the sale of DSCC's stock to OCC, the environmental response actions commenced in 1983 could continue at the Site without unnecessary complications or interruptions. To the extent this request seeks an admission of any other fact, the remainder of the request is denied.

REQUEST FOR ADMISSION NO. 16

Admit that Tierra acquired 80 Lister Avenue in August 1986 as part of the transaction by which the stock of DSCC was sold in September 1986.

RESPONSE:

Denied. Tierra's acquisition of the 80 Lister Avenue property occurred in August 1986, but it was not "part of the transaction by which the stock of DSCC was sold," which occurred the following month, in September 1986.

REQUEST FOR ADMISSION NO. 17

Admit that Diamond Shamrock Agricultural Chemicals, Inc. was responsible for the Environmental Liabilities Concerning the Lister Plant as of January 1, 1984.

RESPONSE:

Objection. This request is improper and seeks an admission concerning a question of law. Requests for Admissions under Rule 4:22-1 are appropriate only to establish "matters of fact." In addition, this request is improper because it seeks an admission as to an ultimate fact in issue. Further this request is vague and ambiguous because the phrase "was responsible for the Environmental Liabilities Concerning the Lister Plant" is undefined, uncertain and susceptible to

more than one meaning. To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would deny this request.

REQUEST FOR ADMISSION NO. 18

Admit that the Agricultural Chemicals segment, as that segment is described on page 10 of the 1982 Diamond Shamrock Corporation Form 10-K, was responsible for the Environmental Liabilities Concerning the Lister Plant as of December 31, 1981.

RESPONSE:

Objection. This request is improper because it seeks an admission concerning a question of law. Requests for Admissions under Rule 4:22-1 are appropriate only to establish "matters of fact." Further, this request is improper because it seeks an admission as to an ultimate fact in issue. In addition, this request is vague and ambiguous. Specifically, the phrase "was responsible for the Environmental Liabilities Concerning the Lister Plant" is undefined, uncertain and susceptible of more than one meaning. To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would deny this request.

REQUEST FOR ADMISSION NO. 19

Admit that the Assignment and Assumption Agreement dated January 1, 1984 between Diamond Shamrock Corporate Company and Diamond Shamrock Chemicals Company, bates stamped MAXUS 22033-22038, assigns the liabilities associated with DSCC's previous operation of the Lister Plant to Diamond Shamrock Corporate Company.

RESPONSE:

Objection. This request is improper and seeks an admission concerning a question of law. Requests for Admissions under Rule 4:22-1 are appropriate only to establish "matters of fact." Further, this request is improper because it seeks an admission as to an ultimate fact in issue. To the extent a response is deemed to be required, then, subject to and without limiting or waiving the foregoing objections, Maxus and Tierra would deny this request.

REQUEST FOR ADMISSION NO. 20

Admit that You did not seek or obtain OCC's permission or approval for the Contribution Agreement prior to its execution.

RESPONSE:

Objection. Maxus and Tierra object to this request on the grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. Subject to and without limiting or waiving this objection, the matter of this request is admitted, but Maxus and Tierra deny that OCC's permission or approval was necessary in order for them to enter into the Contribution Agreement.

REQUEST FOR ADMISSION NO. 21

Admit that, except for pleadings and discovery responses filed or served in this litigation, You have never informed OCC that You dispute Maxus' indemnify obligation to OCC for Environmental Liabilities associated with the Lister Site and/or the operations at the Lister Plant.

RESPONSE:

Objection. This request is vague and ambiguous. Specifically, the phrases "indemnify obligation" and "Environmental Liabilities associated with the Lister Site" are undefined, uncertain and susceptible of more than one meaning. Maxus and Tierra also object to this request on the grounds that the subject of the request is irrelevant to any claim asserted by Plaintiffs against Maxus or Tierra or any other defendant. In addition, since the request is relevant, at most, solely to the claims OCC has asserted against Maxus, allowing Plaintiffs to serve such a request, effectively on OCC's behalf, threatens to circumvent the court-ordered numerical limits on requests to admit. Subject to and without limiting or waiving this objection,

the matter of this request is denied. Defendant Maxus has disputed whether it was obligated to indemnify OCC for certain environmental liabilities. Defendant Maxus also has on repeated occasions prior to this litigation informed OCC that it was performing under the indemnity subject to a reservation of rights and, indeed, responded to OCC's tender of the claims asserted in response to this lawsuit with a reservation of rights.

REQUEST FOR ADMISSION NO. 22

Admit that You have no evidence establishing that any entity manufactured 2,4,5-T at the Lister Site after DSCC's operations ceased at the Lister Site in 1969.

RESPONSE:

Objection. This request is improper at this time given that discovery remains incomplete. Maxus and Tierra have a good faith reason to believe that discovery will reveal additional evidence relating to the manufacture or disposal of 2,4,5-T at the Lister Site after 1969. Maxus and Tierra have made reasonable inquiry but the information known or readily obtainable is insufficient at this time to provide an admission or denial to this request. Discovery is on-going and information concerning the manufacture or disposal of 2,4,5-T at the Lister Site after 1969 is in the possession of other parties outside of Maxus's and Tierra's control.

REQUEST FOR ADMISSION NO. 23

Admit that Maxus was not financially compensated for accounting work performed on behalf of YPFH and CLHH during the time period 1996 through 2004.

RESPONSE:

Objection. This request is vague and ambiguous and includes terms, including "financially compensated" and "accounting work," that are uncertain, undefined and susceptible of more than one meaning. Moreover, the request is objectionable because it requires Maxus and Tierra to respond with respect to a nine-year time period. Subject to and without limiting or waiving their objections, the matter of this request is denied.

REQUEST FOR ADMISSION NO. 24

Admit that Maxus was not financially compensated for legal work performed on behalf of YPFH and CLHH during the time period 1996 through 2004.

RESPONSE:

Objection. This request is vague and ambiguous and includes terms like "financially compensated" and "legal work" that are uncertain, undefined and susceptible of more than one meaning. Further, the request is vague and ambiguous to the extent it would include legal work performed for in which Maxus, YPFH and CLHH may have had a common interest. Moreover, the request is objectionable because it requires Maxus and Tierra to respond with respect to a nine year time period. Subject to and without limiting or waiving their objections, the matter of this request is denied.

REQUEST FOR ADMISSION NO. 25

Admit that Maxus' attorneys appeared as counsel for DSCC in the DSCC v. Aetna case in order to fulfill, in part, Your indemnity obligation to OCC pursuant to the Stock Purchase Agreement.

RESPONSE:

Objection. This request seeks the admission of a "fact" that is irrelevant to the subject matter of any claim asserted in this action. This request is also vague and ambiguous, in that the terms "Maxus' attorneys" is undefined, uncertain and susceptible of more than one meaning. In the event a response to this requests is required, Defendants deny the matter of this request.