

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement"), dated as of August 14, 1996 is made and entered into by and among YPF SOCIEDAD ANÓNIMA, an Argentine sociedad anónima ("YPF"), YPF International Ltd., a Cayman Islands corporation ("YPF International"), YPF HOLDINGS, INC., a Delaware corporation ("YPF Holdings"), CLH HOLDINGS, INC., a Delaware corporation ("CLH Holdings"), CHEMICAL LAND HOLDINGS, INC., a Delaware corporation ("CLH") and MAXUS ENERGY CORPORATION, a Delaware corporation ("Maxus").

RECITALS

A. YPF owns all of the issued and outstanding capital stock of YPF International, which in turn owns all of the issued and outstanding capital stock of YPF Holdings, which in turn owns all of the issued and outstanding capital stock of CLH Holdings and all or substantially all of the issued and outstanding common stock of Maxus. CLH Holdings owns all of the issued and outstanding capital stock of CLH.

B. As an inducement to CLH to assume certain environmental liabilities of Maxus pursuant to the Assumption Agreement, the parties have entered into this Agreement.

AGREEMENTS

In consideration of the mutual undertakings and agreements contained herein and in the Assumption Agreement, the parties covenant and agree as follows:

1. *Definitions.* The following terms have the meanings assigned:

"*Accumulated Cash*" is defined in the last sentence of Section 3 hereof.

"*Assigned Assets*" is defined in Section 3.1 of the Assumption Agreement.

"*Assumed Liabilities*" is defined in Section 2.1 of the Assumption Agreement.

"*Assumed Liability Accrued Amount*" is defined in Section 2 hereof.

"*Assumption Agreement*" shall mean that certain Assumption Agreement dated an even date herewith by and between CLH and Maxus.

"*Effective Time*" means 12:01 a.m., Central Time, August 1, 1996.

"*Expenses*" means the general and administrative costs and expenses incurred

from time to time by CLH, which shall include, without limitation, office rent and related expenses, utilities, office supplies and equipment, vehicle costs and expenses, employee and director costs (including, without limitation, costs associated with providing employee benefits) and reimbursements, and accounting and legal costs, and such other costs and expenses as may be approved by the Parent Companies as a budget item as provided in Section 3 hereof, provided, however, that no cost or expense shall be an Expense if such cost or expense has been accrued by CLH as part of a liability reserve for Assumed Liabilities under United States generally accepted accounting principles.

“*Parent Companies*” means, collectively, YPF, YPF International, YPF Holdings and CLH Holdings.

“*YPF Affiliate*” means (i) YPF Sociedad Anónima or (ii) any corporation or other business entity in which YPF Sociedad Anónima owns directly, or indirectly through one or more other YPF Affiliates, 50% or more of the outstanding voting capital stock or equity capital of the entity, but excluding CLH.

2. *Limited Capital Contribution Obligation for CLH.* As direct and indirect beneficial owners of all issued and outstanding capital stock of CLH and subject to the conditions and limitations set forth in this Agreement, YPF and each of the other Parent Companies jointly and severally agree to make, or cause to be made, cash contributions (in United States dollars) to the equity capital of CLH, as and when requested by CLH, solely for the purpose of enabling CLH to make payments in respect of the Assumed Liabilities, *provided* that the obligations of YPF and the other Parent Companies to make any such capital contributions under this Section 2 shall cease and be deemed to be fully satisfied when either (i) aggregate capital contributions to CLH by the Parent Companies from and after the Effective Time plus the amount of any advances or loans made by the Parent Companies to CLH pursuant to Section 4 hereof (excluding all contributions to CLH for Expenses pursuant to Section 3 hereof) equals \$108,400,000 (the “Assumed Liability Accrued Amount”) or (ii) in accordance with United States generally accepted accounting principles, the accrued value of the Assumed Liabilities on the balance sheet of CLH (net of any contribution or reimbursement receivable from parties other than any YPF Affiliate accrued on such balance sheet) is reduced to zero. Capital contributions to CLH made under this Section 2 or Section 3 of this Agreement shall be funded from a series of capital contributions in like amount initially from a contribution from YPF to its direct subsidiary, YPF International, followed by successive capital contributions in like amount from the direct parent company of each of the other Parent Companies, and finally by capital contribution to CLH from its immediate parent, CLH Holdings.

3. *Capital Contribution Obligations for Expenses; Budget.* In addition to the capital contributions required under Section 2 hereof, YPF and each of the other Parent Companies jointly and severally agree to make, or cause to be made, cash contributions (in United States dollars) to the equity capital of CLH, as and when requested periodically by CLH, solely for the purpose of enabling CLH to meet its obligations in respect of Expenses that are accrued and payable after the Effective Time, *provided* that the obligations of YPF or any of the other Parent Companies to make

any such capital contributions under this Section 3 shall be limited to 110% of the aggregate amount of approved Expenses (less any Accumulated Cash, as defined below) budgeted for any annual period as reflected on a budget prepared by CLH and concurred in by YPF as set forth in this Section 3. The Expense budget shall be prepared by CLH covering a calendar year period ended December 31 of each year (or such other annual period as may be the budget reporting period for YPF Affiliates). The budget shall be submitted by CLH at such time and to such persons and in such form and manner as prescribed for YPF Affiliates. The budget shall set forth in reasonable detail projected expenditures for Expenses for the period covered. Upon approval of the budget by CLH, the budget shall be submitted to YPF for concurrence. The Parent Companies shall have no obligation under this Section 3 to make contributions to CLH in respect of Expenses except and only to the extent of 110% of the aggregate amount for any annual budget period of budgeted Expenses (less any Accumulated Cash, as defined below) that are reflected in a budget concurred in by YPF in accordance with this Section 3. CLH and YPF agree that the aggregate amount of Expenses approved for the budget period ended December 31, 1996 is \$2.42 MM. The CLH budget required by this Section 3 shall reflect the application of CLH cash on hand at the beginning of the budget period and cash received during the budget period to the payment of Expenses (such cash amounts are herein referred to as "Accumulated Cash" but only to the extent that CLH actually has on hand or receives such budgeted cash amounts).

4. *Advances and Loans in Lieu of Certain Contributions.* The Parent Companies may, at their option, elect to cause the funding obligations set forth in Section 2 hereof to be made by way of advances or loans, *provided that* (i) such advances and loans shall be limited to an amount reasonably expected to be received from third parties within six months as reimbursement or contribution or pursuant to the rights assigned to CLH in the Assigned Assets and (ii) such advances or loans shall be evidenced by a written instrument executed and delivered by CLH. In the event that such reimbursement, contribution or other third party payment is not made within the six month period described above or becomes uncollectible, the advance or loan shall be contributed to the equity of CLH.

5. *Keepwell Credit.* The parties to this Agreement recognize that the transactions contemplated by this Agreement and the Assumption Agreement will relieve Maxus of substantial liabilities it otherwise would have incurred but for the assumption of the Assumed Liabilities by CLH pursuant to the Assumption Agreement and the commitment of YPF and the other Parent Companies to fund CLH to discharge such liabilities. Accordingly, Maxus acknowledges and agrees that any contributions to the equity capital of CLH made by the Parent Companies pursuant to Sections 3 and 4 of this Agreement shall reduce to the maximum extent possible, by the amount of such contributions, the obligation of YPF to capitalize Maxus under Section 5.15 of that certain Agreement of Merger among YPF, YPF Acquisition Corp. and Maxus dated as of February 28, 1995.

6. *Mutual Covenants to Maintain Corporate Independence.* It is the intent of the parties to this Agreement that CLH maintain separate existence and independence from Maxus and the Parent Companies and remain responsible for its own business, assets and liabilities, except

to the extent as expressly provided in this Agreement, the Assumption Agreement and other written agreements between the CLH, Maxus and the Parent Companies. In furtherance of such intent, CLH, Maxus and the Parent Companies covenant and agree as follows:

(a) The books of account of CLH shall be maintained separately from those of Maxus and the other YPF Affiliates including other affiliates of Maxus. The assets of CLH shall not be commingled with the assets of Maxus or the YPF Affiliates.

(b) To the extent feasible, at least one member of the Board of Directors of CLH shall be a person who is not also a director, officer or employee of CLH, Maxus or any other YPF Affiliate (the "Independent Director").

(c) To the extent services are furnished to CLH by Maxus or any other YPF Affiliate, or to Maxus or any other YPF Affiliate by CLH, such services shall be provided under a services agreement between CLH and Maxus or such other YPF Affiliate, as the case may be, which describes the services to be provided, establishes compensation rates to be charged for such services at a rate consistent with sound business practices and which provides for reimbursement of out-of-pocket expenses incurred in connection with rendering such services.

(d) CLH shall have its own U.S. taxpayer identification number.

(e) CLH shall maintain bank accounts in its own name and utilize its own letterhead for all correspondence.

(f) All agreements relating to the business of CLH shall be entered into by it in its own name and executed on its behalf by one of its officers or other authorized representative. CLH shall not grant a general power of attorney to Maxus or any other YPF Affiliate or to any person who is an officer, director or employee of Maxus or any other YPF Affiliate (other than a person who is also an officer of CLH and who is granted such power of attorney by reason of his office with CLH).

(g) CLH shall maintain all required corporate formalities as required under Delaware law, including the maintenance of books and records and the conduct of shareholders' and Board of Directors' meetings.

(h) CLH shall obtain in its own name any government permits which are necessary or appropriate to conduct its business.

(i) Except as may be provided by any services agreement contemplated in Section 4(c) of the Assumption Agreement, CLH shall not engage in any transaction with Maxus or any other YPF Affiliate which is not related to the business and operations of CLH. Any such transaction related to the business and operations of CLH engaged in by CLH with Maxus or any

other YPF Affiliate is and will be on an arms' length basis and will be approved by a majority of CLH's directors including, if a person is so serving at the time, the Independent Director.

(j) Except to the extent set forth in this Agreement, CLH has not agreed to assume any liabilities or other obligations of Maxus or any other YPF Affiliate.

(k) Any transaction that affects the fundamental organization of CLH (including, without limitation, any voluntary bankruptcy filing by CLH) shall have the prior approval of a majority of CLH's directors, including, if one serves on the board of directors at such time, the Independent Director.

(l) CLH shall not hold itself out, or permit its officers, employees or agents to hold themselves out, as employees or agents of Maxus or any other YPF Affiliate, or as authorized to represent Maxus or any other YPF Affiliate absent an express agreement granting such authority.

Nothing contained in this Section 6 shall prevent Maxus, YPF or any other YPF Affiliate from issuing guarantees or providing other financial assurances to third parties for the benefit of CLH for the purpose of ensuring the performance or payment of its obligations.

7. *Amendment and Modification.* The obligations of the Parent Companies to make capital contributions to CLH are expressly limited by the terms of this Agreement. Contributions to the equity capital of CLH in excess of the amounts required under this Agreement shall not increase the obligations of the Parent Companies hereunder by implication or otherwise. Any amendment to this Agreement, including any amendment that modifies the obligations of the Parent Companies to make equity contributions to CLH, shall not be effective unless such amendment is in writing signed by all of the parties hereto and which writing shall clearly and expressly indicate the intent of the parties to amend this Agreement.

8. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties signatory hereto and their respective successors and assigns.

9. *No Third Party Rights.* The provisions of this Agreement are intended to bind the parties hereto as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

10. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state.

11. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

12. *Construction of Agreement.* In construing this Agreement (i) no consideration shall be given to the captions of the articles, sections, subsections, or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in its construction and (ii) no consideration shall be given to the fact, nor shall there be any presumption that one party had a greater or lesser hand in drafting this Agreement.

13. *Severability.* If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the parties expressed in this Agreement at the time of execution of this Agreement.

14. *Condition Precedent to Effectiveness.* Notwithstanding anything to the contrary herein, this Agreement shall not become effective unless and until the Assumption Agreement has become effective.

This Contribution Agreement is executed and delivered as of the date first above written.

YPF SOCIEDAD ANONIMA

By: 

Name: CARLOS JOLIVERI

Title: VP & CONTROLLER

YPF INTERNATIONAL LTD.

By: 

Name: LR ENGELBRECHT

Title: V.P. + Controller

YPF HOLDINGS, INC.

By: 

Name: David A. Wadsworth

Title: Vice President

CLH HOLDINGS, INC.

By: M. M. Skaggs, Jr.
Name: M. M. SKAGGS, JR.
Title: _____

CHEMICAL LAND HOLDINGS, INC.

By: M. M. Skaggs, Jr.
Name: M. M. SKAGGS, JR.
Title: PRESIDENT

MAXUS ENERGY CORPORATION

By: W. Mark Miller
Name: W. Mark Miller
Title: Executive Vice President