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March 25, 2011

Via Federal Express

Charles M. Crout, Esq.
Andrews Kurth LLP
1350 I Street, NW
Suite 1100
Washington, DC 20005

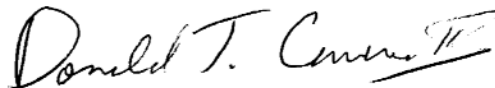
**Re: NJDEP, *et al.* v. Occidental Chemical Corporation, *et al.*
Supplemental Disclosure of Third-Party Defendant 3M Company**

Dear Mr. Crout:

This firm represents 3M Company ("3M") with respect to the above-referenced matter. In accordance with Case Management Order XII and the January 31, 2011 Consent Order executed by, among others, Third-Party Plaintiffs and 3M, I have enclosed herein 3M's Supplemental Disclosure for the Bayonne Barrel and Drum Site, including a disk containing documents produced with the Disclosure from 3M, Bates stamped 3M 00001 to 3M 00152. In addition, certain documents related to the site will be produced by common counsel for the Bayonne Barrel & Drum PRP Group. 3M produces these documents because they are available now and without admission or consent that they are due March 28, 2011.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Donald J. Camerson, II

Encl.

March 25, 2011

Page 2

c: Eric B. Rothenberg, Esq. (w/ enclosure)
Lee D. Henig-Elona, Esq. (w/ enclosure)
John M. Scagnelli, Esq. (w/ enclosure)
Peter J. King, Esq. (w/ enclosure)
Michael Gordon, Esq. (w/ enclosure)
Robert T. Lehman, Esq. (w/ enclosure)
Gregg H. Hilzer, Esq. (w/ enclosure)
William L. Warren, Esq. (w/ enclosure)
Domenick Carmagnola, Esq. (w/ enclosure)
All counsel of record (via electronic posting)

BRESSLER, AMERY & ROSS, P.C.
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Florham Park, NJ 07932
973-514-1200
973-516-1660 (fax)
Attorneys for Third-Party Defendant,
3M Company

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
	:	
Plaintiffs,	:	DOCKET NO. L-9868-05 (PASR)
v.	:	
	:	
OCCIDENTAL CHEMICAL CORPORATION, TIERRA SOLUTIONS, INC., MAXUS ENERGY CORPORATION, REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC. and CLH HOLDINGS, INC.,	:	CIVIL ACTION
	:	SUPPLEMENTAL DISCLOSURE OF THIRD-PARTY DEFENDANT 3M COMPANY
Defendants.	:	
	:	
MAXUS ENERGY CORPORATION and TIERRA SOLUTIONS, INC.,	:	
Third-Party Plaintiffs,	:	
	:	
vs.	:	
	:	
3M COMPANY, <i>et al.</i> ,	:	
	:	
Third-Party Defendants.	:	

Third-Party Defendant 3M Company (“3M”) hereby provides its Supplement to Initial Disclosure pursuant to Case Management Order (“CMO”) XII and prior CMO’s incorporated therein by reference and, in accordance with terms of the January 31, 2011 Consent Order (“Consent Order”) applicable to certain of those Third-Party Defendants

who have received written confirmation that CMO XII paragraph 21(a) production of site files is complete from Drinker Biddle & Reath LLP, Andrews Kurth LLP, and/or Hannafan & Hannafan, Ltd. firms (counsel for Third-Party Plaintiffs) together with any written agreement as to terms for timing, scope and manner of production reached under the Consent Order, collectively the “Amended Production Requirements.”

Preliminary Statement

Third-Party Plaintiffs have alleged in Third-Party Complaint B that 3M is liable as a “discharger” and/or person “in any way responsible” for the Hazardous Substances that were discharged at the Bayonne Barrel and Drum Site (“BB&D Site”) and that allegedly discharged to the Newark Bay complex (see Third Party Complaint B, sec. 3122). 3M denies all allegations asserted against it including, but not limited to, that it is responsible for any alleged discharges at the BB&D Site; that there have been alleged discharges to the Newark Bay Complex from BB&D Site; and that 3M has any liability or responsibility for any alleged discharges to the Newark Bay Complex from BB&D.

3M has undertaken a diligent investigation to locate non-privileged documents in its possession that are responsive to the document production requirements of CMO XII, paragraph 21 (as limited by the Reservations and Comments section below), other than those documents provided to 3M by Third-Party Plaintiffs and the documents provided to EPA in the form of PRP Data Extraction Forms for the BB&D site. As 3M did not own or operate the BB&D Site, it is not required to respond to CMO XII, Paragraph 21(c)(1)(ii). However, subject to the Reservations and Comments sections set below and as set forth in the letter from William H. Hyatt, Esq. (common counsel for the Bayonne Barrel & Drum PRP Group), dated March 28, 2011, certain documents relating to the

remediation of the BB&D Site are being produced on a diskette of documents bearing Bates stamp numbers BBD00000001 to BBD00046379. In addition, as set forth in Mr. Hyatt's letter, 57 boxes of site documents that were previously removed from the Site by EPA and provided to common counsel will be made available for review and inspection. For the limited purpose of this response, the aforementioned documents that are addressed in Mr. Hyatt's letter will be referred to herein as "Site Documents."¹ Any documents provided by 3M and/or those provided and/or made available through common counsel are with full reservation of rights, without any admission of liability, and subject to the objections and reservations set forth herein.

Reservations and Comments

1. 3M reserves the right to object to the production of any documents or other information on any ground, including relevance and undue burden, and to assert any applicable privilege, including the attorney-client privilege, the work product doctrine, the common interest doctrine, confidentiality, trade secret, State and Federal Homeland Security confidentiality and any other applicable protection. These disclosures are not intended to prejudice or waive any privileges or objections 3M has or may have with respect to any outstanding or subsequent requests for discovery, including 3M's right to supplement its production of any documents if further information is discovered, and 3M reserves the right to supplement or amend its production of any documents.

2. 3M's response is made in good faith and based on its ongoing and diligent review of available information in its possession and information obtained from inquiry with various 3M personnel believed most likely to possess relevant and responsive

¹ 3M does not admit that these documents are responsive to the document production requests.

information. Accordingly, 3M reserves the right to supplement, clarify, and revise these disclosures any time prior to trial to the extent additional information becomes available or is obtained through discovery. Further, 3M reserves the right to amend these disclosures to the extent the claims brought by or alleged against 3M in this litigation are amended. 3M's investigation in this matter is continuing. Accordingly, it reserves the right to supplement, clarify, and revise these disclosures any time prior to trial to the extent additional information becomes available or is obtained through discovery. Further, 3M reserves the right to amend these disclosures to the extent the claims brought by or alleged against 3M in this litigation are amended.

3. Nothing contained herein, including the production of any documents, shall be construed as an admission by 3M regarding the existence or nonexistence of any information, and no objection or answer shall be construed as an admission as to the relevance of admissibility of any information or document or the truth or accuracy of any statement or characterization contained in any document.

4. 3M objects to the requests to the extent they seek confidential, proprietary, trade secret or competitively sensitive information in the absence of any appropriate protective order.

5. 3M objects to the requests on the grounds that they are overly broad and unduly burdensome, seek to impose the obligations beyond those imposed by the New Jersey Court Rules, and seek documents that are not relevant to this case and not reasonably calculated to lead to the discovery of admissible evidence.

6. 3M reserves its right to rely on any facts, documents or other evidence that

may develop or come to 3M's attention during the course of this matter. 3M's responses are set forth herein without prejudice to its right to assert additional objections or supplement its responses should 3M discover additional grounds for doing so during the course of this matter.

7. 3M responds to these requests on the condition that inadvertent production of information or documents are covered by such privileges and production of privileged information by 3M shall not constitute waiver of any applicable privilege or doctrine.

8. By providing any response and/or producing any document, 3M does not admit the relevancy or admissibility of such information, and specifically reserves its right to object to the use of such information on the ground that it is not relevant, admissible, or in any way related to the issues in this action. 3M reserves all objections as to the competence, relevance, materiality, privilege, or admissibility of evidence in any subsequent proceeding or trial of this or any other action for any purpose whatsoever, and reserves the right to supplement responses prior to trial.

9. 3M objects to these requests to the extent they seek information that is in the possession, custody or control of others, to which others have equal access.

10. 3M objects to these requests to the extent that they contain a characterization, including but not limited to a characterization of any fact. By responding to a request, 3M does not agree, and shall not be deemed to have agreed to any characterization alleged.

11. Each of the foregoing Reservations and Comments is hereby expressly

incorporated by reference in 3M's response. To the extent 3M provides information in their response, 3M does so subject to and without waiving any of these Reservations and Comments.

12. "Documents", excluding electronic e-mail and Electronically Stored Information, shall have the meaning set forth in this Court's August 11, 2009 Order for Preservation of Documents and Data.

13. "Alleged Discharges" shall have the meaning set forth in the Court's CMO VIII.

14. "Sites", per CMO VIII, shall be defined as those site(s) or properties with which a Third-Party Defendant is associated in a Third-Party Complaint.

15. Document Production requirements set forth in CMO XII, paragraph 21 (as amended by the Amended Production Requirements) are read in concert with CMO VIII, paragraph 3 and CMO V, paragraph 8 incorporated by reference in CMO XII, paragraph (1). CMO VIII, *inter alia*, called for a listing of those documents to be produced by Third-Party Defendants with certain excepted categories, the "Excepted Information Categories." The Amended Production Requirements are also answered with reference to the Alleged Discharges as defined in CMO VIII, and include documents under the Excepted Information Categories except to the extent of those documents are covered by logs that may be attached hereto. To the extent requirements set forth in Amended Production Requirements are repetitive, burdensome and /or unfairly place a duty of inquiry on Third-Party Defendants as to the Newark Bay Complex locations other than the Sites, disclosures herein are provided with reference to the Amended Production

Requirements and CMO XII paragraph 21(c) unless otherwise noted. With respect to Amended Production Requirements as to CMO XII, paragraph 21(b), reference is made to information previously furnished by the JDG in connection with CMO V, paragraph 8.

16. Documents subject to claims of privilege, work product, confidentiality or trade secret, if any, will be detailed in a log to be furnished in accordance with the August 11, 2009 “Agreed Order Regarding Documents Withheld from Production” and/or “Confidential Information Order” as appended to CMO VIII as soon as practicable as provided under the Amended Production Requirements.

Production as to Paragraph 21(b)

Copies of all non-privileged Documents other than electronic email discovery, that relate to

(i.) the alleged discharge of any hazardous wastes, hazardous substances, pollutants or contaminants (“Hazardous Materials”) to the Newark Bay Complex;

Response - See Reservations and Comments section above. See also, Response to Paragraph 21(c)(1)(i) below, including objections.

(ii.) the potential pathways and methods by which the Hazardous Materials have been released to the Newark Bay Complex, as well as the quantity, nature and toxicity of such Hazardous Materials;

Response - See Reservations and Comments section above. See also, Response to Paragraphs 21(c)(1)(i) – (iv) below, including objections.

(iii.) other actions relating to properties or operations that may have adversely impacted the environmental condition of the Newark Bay Complex

Response - See, Reservations and Comments above.

(iv.) the costs and damages costs and damages sought in connection with any alleged discharge of Hazardous Materials.

Response - See, Reservations and Comments noted above. 3M further notes that all cross-claims and counterclaims asserting statutory or common law contribution or

indemnification and Fourth-Party claims are stayed in the present action and, as such, it has made no such claim against parties in this action at this time.

Production as to Paragraph 21(c)

1. A copy of all Documents relating to the following information for the site(s), properties and/or operations with which the Third-Party Defendant is associated in the Third-Party Complaints:

i. the release or discharge of Hazardous Materials from or at that Third Party Defendant's properties or operations.

Response – See, Reservations and Comments section above. 3M objects to this request since it did not own or operate the BB&D Site. 3M further objects to this request to the extent it assumes or concludes that a discharge of Hazardous Materials occurred from or at the BB&D Site and/or that 3M has any liability, responsibility and/or obligation for any alleged discharge. Subject to the above and without admission or waiver of any kind, 3M, through common counsel, has produced certain Site Documents, as set forth above in the Preliminary Statement.

ii. the operations, manufacturing and/or production processes, any Hazardous Materials stored or utilized on the property, and any sampling that took place on the property and any sampling or testing of the materials, by products or waste products used in connection therewith;

Response – See, Reservations and Comments section above. 3M objects to this request since it did not own or operate the BB&D Site. 3M further objects to this request to the extent it assumes or concludes that a discharge of Hazardous Materials occurred from or at the BB&D Site and/or that 3M has any liability, responsibility and/or obligation for any alleged discharge. Subject to the above and without admission or waiver of any kind, 3M, through common counsel, has produced certain Site Documents, as set forth above in the Preliminary Statement.

iii. sampling results from environmental, chemical, or biological testing conducted at that Third Party Defendant's properties;

Response – See, Reservations and Comments section above. 3M objects to this request since it did not own or operate the BB&D Site. 3M further objects to this request to the extent it assumes or concludes that a discharge of Hazardous Materials occurred from or at the BB&D Site and/or that 3M has any liability, responsibility and/or obligation for any alleged discharge. Subject to the above and without admission or waiver of any kind, 3M, through common counsel, has produced certain Site Documents, as set forth above in the Preliminary Statement.

iv. any communications involving that Third-Party Defendant and any branch, department, agency or instrumentality of municipal, State or federal government relating to any discharges or releases of Hazardous Materials or this litigation.

Response – See, Reservations and Comments section above. 3M further objects to this request since it did not own or operate the BB&D Site. 3M also objects to this request to the extent it assumes or concludes that discharges or releases of Hazardous Materials occurred at BB&D Site and/or that 3M has any liability or responsibility for any alleged discharges or releases of Hazardous Materials. Subject to the above and without admission or waiver of any kind, 3M does not have any documents relating to “communications involving any branch, department, agency, or instrumentality of municipal, State or federal government relating to any discharges or releases of Hazardous Materials or this litigation.” While 3M denies that said communication relates to any “discharges or releases of Hazardous Materials” at the BB&D Site, 3M has produced herein a copy of its 104(e) response previously submitted to EPA for this litigation. 3M has also, through common counsel, produced certain Site Documents as set forth above in the Preliminary Statement.

2. Any Documents relating to any industrial waste containing Hazardous Materials that was transported to, processed or treated at, or discharged from any of the sites and/or properties with which a Third Party Defendant is associated in the Third Party Complaints.

Response - See Reservations and Comments section above. Subject to the above and without admission or waiver of any kind, 3M objects to this request to the extent it assumes or concludes that “industrial waste containing Hazardous Materials [was] transported to, processed or treated at, or discharged ...” from the BB&D Site and/or that 3M has any liability or responsibility for the alleged transporting, processing, treating and/or discharges at the BB&D Site. 3M denies that it has any “documents relating to any industrial waste containing Hazardous Materials that was transported to, processed or treated at, or discharged from” the BB&D Site. While denying that it any liability or responsibility for “transportation to, processing, treating or discharging of” Hazardous Materials at BB&D Site or that said documents are responsive to this request, 3M has produced herein non-privileged documents in its possession relating to alleged transactions with BB&D. 3M has also, through common counsel, produced certain Site Documents as set forth above in the Preliminary Statement.

3. Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

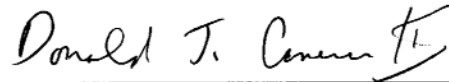
Response – 3M objects to this response to the extent it seeks information that is not relevant and not in accordance with law. 3M also objects to the extent it implies it has any liability relating to the claims in this matter. Without waiving any objections, 3M is currently self-insured and is reviewing its insurance policies to determine which, if any,

relate to this matter. 3M is unaware of any indemnification agreements which would indemnify it against any liability with respect to this matter.

Dated: March 25, 2011

Respectfully submitted,

Bressler, Amery & Ross, P.C.
Attorney for Third-Party Defendant,
3M Company

A handwritten signature in cursive script that reads "Donald J. Camerson II". The signature is written in black ink and is positioned above a horizontal line.

Donald J. Camerson, II, Esq.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Third-Party Defendant 3M Company's ("3M") Supplemental Disclosure, along with a disc containing documents produced by 3M pursuant to Case Management Order XII (Bates stamped 3M 00001 to 3M 00162), was served on counsel for Third-Party Plaintiffs Tierra Solutions, Inc. and Maxus Energy Corporation via Federal Express on March 28, 2011 at the following address:

Charles M. Crout, Esq.
Andrews Kurth LLP
1350 I Street, NW
Suite 1100
Washington, DC 20005

The undersigned hereby certifies that a true and correct copy of the documents set forth above was served on the following counsel via regular mail on March 28, 2011 at the following addresses:

Eric B. Rothenberg, Esq.
O'Melveny & Myers, LLP
Times Square Tower
7 Times Square
New York, New York 10036

Lee D. Henig-Elona, Esq.
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51 Gibraltar Drive, Suite 1D
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Michael Gordon, Esq.
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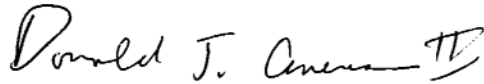
Robert T. Lehman, Esq.
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William L. Warren, Esq.
Drinker Biddle & Reath LLP
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P.O. Box 627
Princeton, New Jersey 08542-0627

Domenick Carmagnola, Esq.
Carmagnola & Ritardi, LLC
60 Washington Street
Morristown, New Jersey 07960

The undersigned hereby certifies that a true and correct copy of Third-Party Defendant Flint's Supplemental Disclosure (without disc) was served on all other counsel of record on March 25, 2011 via electronic posting.



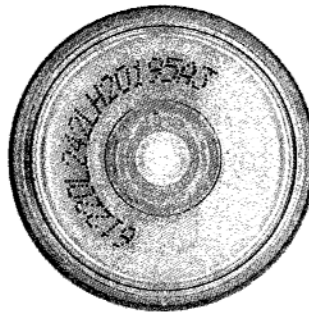
Donald J. Camerson, Esq.

Dated: March 25, 2011

BRESSLER, AMERY & ROSS

A FIDELITY & BOND COMPANY

ATTORNEYS AT LAW



NJDEP, et al. v. Occidental Chemical Corporation, et al.
Docket No. ESX-9868-05 (PASR)

Documents produced by 3M Company
pursuant to CMO XII

3M 00001 - 3M 00162

BRESSLER, AMERY & ROSS

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March 25, 2011

Via Federal Express

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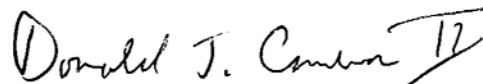
**Re: NJDEP, *et al.* v. Occidental Chemical Corporation, *et al.*
Supplemental Disclosure of Third-Party Defendant 3M Company**

Dear Mr. Crout:

This firm represents 3M Company ("3M") with respect to the above-referenced matter. In accordance with Case Management Order XII and the January 31, 2011 Consent Order executed by, among others, Third-Party Plaintiffs and 3M, I have enclosed herein Flint's Supplemental Disclosure for the Central Steel Drum site, including two discs containing documents produced with the Disclosure. The first disc includes documents produced from 3M, Bates stamped 3M 00163 to 3M 00431. The second disc includes documents obtained through a regulatory file review conducted on behalf of the Joint Defense Group of private Third-Party Defendants, Bates stamped 3M 00432 to 3M 002581. 3M produces these documents because they are available now and without admission or consent that they are due March 28, 2011.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Donald J. Camerson, II

Encl.

1224868_1

March 25, 2011

Page 2

c: Eric B. Rothenberg, Esq. (w/ enclosure)
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All counsel of record (via electronic posting)

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Attorneys for Third-Party Defendant,
3M Company

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
	:	
Plaintiffs,	:	DOCKET NO. L-9868-05 (PASR)
v.	:	
	:	
OCCIDENTAL CHEMICAL CORPORATION, TIERRA SOLUTIONS, INC., MAXUS ENERGY CORPORATION, REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC. and CLH HOLDINGS, INC.,	:	CIVIL ACTION
	:	SUPPLEMENTAL DISCLOSURE OF THIRD-PARTY DEFENDANT 3M COMPANY
Defendants.	:	
	:	
MAXUS ENERGY CORPORATION and TIERRA SOLUTIONS, INC.,	:	
Third-Party Plaintiffs,	:	
	:	
vs.	:	
	:	
3M COMPANY, <i>et al.</i> ,	:	
	:	
Third-Party Defendants.	:	

Third-Party Defendant 3M Company (“3M”) hereby provides its Supplement to Initial Disclosure pursuant to Case Management Order (“CMO”) XII and prior CMO’s incorporated therein by reference and, in accordance with terms of the January 31, 2011 Consent Order (“Consent Order”) applicable to certain of those Third-Party Defendants

who have received written confirmation that CMO XII paragraph 21(a) production of site files is complete from Drinker Biddle & Reath LLP, Andrews Kurth LLP, and/or Hannafan & Hannafan, Ltd. firms (counsel for Third-Party Plaintiffs) together with any written agreement as to terms for timing, scope and manner of production reached under the Consent Order, collectively the “Amended Production Requirements.”

Preliminary Statement

Third-Party Plaintiffs have alleged in Third-Party Complaint B that 3M is liable as a “discharger” and/or person “in any way responsible” for the Hazardous Substances that were discharged at the Central Steel Drum Site (“Central Steel Drum Site”) and that allegedly discharged to the Newark Bay complex (see Third Party Complaint B, sec. 3391). 3M denies all allegations asserted against it including, but not limited to, that it is responsible for any alleged discharges at the Central Steel Drum Site; that there have been alleged discharges to the Newark Bay Complex from Central Steel Drum Site; and that 3M has any liability or responsibility for any alleged discharges to the Newark Bay Complex from Central Steel Drum.

3M has undertaken a diligent investigation to locate non-privileged documents in its possession that are responsive to the document production requirements of CMO XII, paragraph 21 (as limited by the Reservations and Comments section below), other than those documents provided to 3M by Third-Party Plaintiffs and the documents provided to EPA in the form of PRP Data Extraction Forms for the Central Steel Drum site.¹ As 3M did not own or operate the Central Steel Drum site, it is not required to respond to CMO XII, Paragraph 21(c)(1)(ii). However, subject to the Reservations and Comments Section

¹ 3M does not admit that these documents are responsive to the document production requests.

set forth below, 3M has provided herein copies of documents related to the Central Steel Drum Site that were obtained through a regulatory file review conducted on behalf of the Joint Defense Group of private Third-Party Defendants (“JDG”), which includes documents regarding the operations conducted at Central Steel Drum Site.² Those documents are included on a CD-ROM disk. All documents are provided by 3M with full reservation of rights, without any admission of liability, and subject to the objections and reservations set forth herein.

Reservations and Comments

1. 3M reserves the right to object to the production of any documents or other information on any ground, including relevance and undue burden, and to assert any applicable privilege, including the attorney-client privilege, the work product doctrine, the common interest doctrine, confidentiality, trade secret, State and Federal Homeland Security confidentiality and any other applicable protection. These disclosures are not intended to prejudice or waive any privileges or objections 3M has or may have with respect to any outstanding or subsequent requests for discovery, including 3M’s right to supplement its production of any documents if further information is discovered, and 3M reserves the right to supplement or amend its production of any documents.

2. 3M’s response is made in good faith and based on its ongoing and diligent review of available information in its possession and information obtained from inquiry with various 3M personnel believed most likely to possess relevant and responsive information. Accordingly, 3M reserves the right to supplement, clarify, and revise these disclosures any time prior to trial to the extent additional information becomes available

² 3M does not admit that these documents are responsive to the document production requests.

or is obtained through discovery. Further, 3M reserves the right to amend these disclosures to the extent the claims brought by or alleged against 3M in this litigation are amended.

3. Nothing contained herein, including the production of any documents, shall be construed as an admission by 3M regarding the existence or nonexistence of any information, and no objection or answer shall be construed as an admission as to the relevance of admissibility of any information or document or the truth or accuracy of any statement or characterization contained in any document.

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6. 3M reserves its right to rely on any facts, documents or other evidence that may develop or come to 3M's attention during the course of this matter. 3M's responses are set forth herein without prejudice to its right to assert additional objections or supplement its responses should 3M discover additional grounds for doing so during the course of this matter.

7. 3M responds to these requests on the condition that inadvertent production

of information or documents are covered by such privileges and production of privileged information by 3M shall not constitute waiver of any applicable privilege or doctrine.

8. By providing any response and/or producing any document, 3M does not admit the relevancy or admissibility of such information, and specifically reserves its right to object to the use of such information on the ground that it is not relevant, admissible, or in any way related to the issues in this action. 3M reserves all objections as to the competence, relevance, materiality, privilege, or admissibility of evidence in any subsequent proceeding or trial of this or any other action for any purpose whatsoever, and reserves the right to supplement responses prior to trial.

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13. “Alleged Discharges” shall have the meaning set forth in the Court’s CMO VIII.

14. “Sites”, per CMO VIII, shall be defined as those site(s) or properties with which a Third-Party Defendant is associated in a Third-Party Complaint.

15. Document Production requirements set forth in CMO XII, paragraph 21 (as amended by the Amended Production Requirements) are read in concert with CMO VIII, paragraph 3 and CMO V, paragraph 8 incorporated by reference in CMO XII, paragraph (1). CMO VIII, *inter alia*, called for a listing of those documents to be produced by Third-Party Defendants with certain excepted categories, the “Excepted Information Categories.” The Amended Production Requirements are also answered with reference to the Alleged Discharges as defined in CMO VIII, and include documents under the Excepted Information Categories except to the extent of those documents are covered by logs that may be attached hereto. To the extent requirements set forth in Amended Production Requirements are repetitive, burdensome and /or unfairly place a duty of inquiry on Third-Party Defendants as to the Newark Bay Complex locations other than the Sites, disclosures herein are provided with reference to the Amended Production Requirements and CMO XII paragraph 21(c) unless otherwise noted. With respect to Amended Production Requirements as to CMO XII, paragraph 21(b), reference is made to information previously furnished by the JDG in connection with CMO V, paragraph 8.

16. Documents subject to claims of privilege, work product, confidentiality or trade secret, if any, will be detailed in a log to be furnished in accordance with the August

11, 2009 “Agreed Order Regarding Documents Withheld from Production” and/or “Confidential Information Order” as appended to CMO VIII as soon as practicable as provided under the Amended Production Requirements.

Production as to Paragraph 21(b)

Copies of all non-privileged Documents other than electronic email discovery, that relate to

(i.) the alleged discharge of any hazardous wastes, hazardous substances, pollutants or contaminants (“Hazardous Materials”) to the Newark Bay Complex;

Response - See, Reservations and Comments section above. See also, Response to Paragraph 21(c)(1)(i) below, including objections.

(ii.) the potential pathways and methods by which the Hazardous Materials have been released to the Newark Bay Complex, as well as the quantity, nature and toxicity of such Hazardous Materials;

Response - See, Reservations and Comments section above. See also, Response to Paragraphs 21(c)(1)(i) – (iv) below, including objections.

(iii.) other actions relating to properties or operations that may have adversely impacted the environmental condition of the Newark Bay Complex

Response - See, Reservations and Comments above.

(iv.) the costs and damages costs and damages sought in connection with any alleged discharge of Hazardous Materials.

Response - See, Reservations and Comments noted above. 3M further notes that all cross-claims and counterclaims asserting statutory or common law contribution or indemnification and Fourth-Party claims are stayed in the present action and, as such, it has made no such claim against parties in this action at this time.

Production as to Paragraph 21(c)

1. A copy of all Documents relating to the following information for the site(s), properties and/or operations with which the Third-Party Defendant is associated in the Third-Party Complaints:

i. the release or discharge of Hazardous Materials from or at that Third Party Defendant’s properties or operations.

Response – See, Reservations and Comments section above. 3M objects to this request since it did not own or operate the Central Steel Drum Site. 3M further objects to this request to the extent it assumes or concludes that a discharge of Hazardous Materials occurred from or at the Central Steel Drum Site and/or that 3M has any liability, responsibility and/or obligation for any alleged discharge. Subject to the above and without admission or waiver of any kind, 3M has produced herein copies of documents obtained through a regulatory file review conducted on behalf of the JPG, as set forth above in the Preliminary Statement.

ii. the operations, manufacturing and/or production processes, any Hazardous Materials stored or utilized on the property, and any sampling that took place on the property and any sampling or testing of the materials, by products or waste products used in connection therewith;

Response – See, Reservations and Comments section above. 3M objects to this request since it did not own or operate the Central Steel Drum Site. 3M further objects to this request to the extent it assumes or concludes that a discharge of Hazardous Materials occurred from or at the Central Steel Drum Site and/or that 3M has any liability, responsibility and/or obligation for any alleged discharge. Subject to the above and without admission or waiver of any kind, 3M has produced herein copies of documents obtained through a regulatory file review conducted on behalf of the JPG, as set forth above in the Preliminary Statement.

iii. sampling results from environmental, chemical, or biological testing conducted at that Third Party Defendant's properties;

Response – See, Reservations and Comments section above. 3M objects to this request since it did not own or operate the Central Steel Drum Site. 3M further objects to this request to the extent it assumes or concludes that a discharge of Hazardous Materials occurred from or at the Central Steel Drum Site and/or that 3M has any liability, responsibility and/or obligation for any alleged discharge. Subject to the above and without admission or waiver of any kind, 3M has produced herein copies of documents obtained through a regulatory file review conducted on behalf of the JPG, as set forth above in the Preliminary Statement.

iv. any communications involving that Third-Party Defendant and any branch, department, agency or instrumentality of municipal, State or federal government relating to any discharges or releases of Hazardous Materials or this litigation.

Response – See, Reservations and Comments section above. 3M further objects to this request since it did not own or operate the Central Steel Drum Site. 3M further objects to this request to the extent it assumes or concludes that discharges or releases of Hazardous Materials occurred at Central Steel Drum Site and/or that 3M has any liability or responsibility for any alleged discharges or releases of Hazardous Materials. Subject to the above and without admission or waiver of any kind, 3M does not have any documents relating to "communications involving any branch, department, agency, or

instrumentality of municipal, State or federal government relating to any discharges or releases of Hazardous Materials” at or from Central Steel Drum or this litigation. While 3M denies that said communication relates to any “discharges or releases of Hazardous Materials” at the Central Steel Drum Site, 3M has produced herein a copy of its 104(e) response previously submitted to EPA for this litigation. 3M has also produced herein copies of documents obtained through a regulatory file review conducted on behalf of the JPG, as set forth above in the Preliminary Statement.

2. Any Documents relating to any industrial waste containing Hazardous Materials that was transported to, processed or treated at, or discharged from any of the sites and/or properties with which a Third Party Defendant is associated in the Third Party Complaints.

Response – See Reservations and Comments section above. Subject to the above and without admission or waiver of any kind, 3M objects to this request to the extent it assumes or concludes that “industrial waste containing Hazardous Materials [was] transported to, processed or treated at, or discharged ...” from the Central Steel Drum Site and/or that 3M has any liability or responsibility for the alleged transportation, processing, treating and/or discharge of Hazardous Materials from the Central Steel Drum Site. 3M denies that it has any “documents relating to any industrial waste containing Hazardous Materials that was transported to, processed or treated at, or discharged from” the Central Steel Drum Site. While denying any liability or responsibility for the “transportation to, processing, treating or discharging of” any Hazardous Materials at Central Steel Drum Site or that said documents are responsive to this request, 3M has produced herein non-privileged documents in its possession relating to alleged transactions with Central Steel Drum. 3M has also produced herein copies of documents obtained through a regulatory file review conducted on behalf of the JPG, as set forth above in the Preliminary Statement.

3. Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

Response – 3M objects to this response to the extent it seeks information that is not relevant and not in accordance with law. 3M also objects to the extent it implies it has any liability relating to the claims in this matter. Without waiving any objections, 3M is currently self-insured and is reviewing its insurance policies to determine which, if any, relate to this matter. 3M is unaware of any indemnification agreements which would indemnify it against any liability with respect to this matter.

Dated: March 25, 2011

Respectfully submitted,

Bressler, Amery & Ross, P.C.
Attorney for Third-Party Defendant,
3M Company

A handwritten signature in black ink that reads "Donald J. Camerson II". The signature is written in a cursive style with a prominent flourish at the end.

Donald J. Camerson, II, Esq.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Third-Party Defendant 3M Company's ("3M") Supplemental Disclosure, along with two discs containing documents produced by 3M (Bates stamped 3M 00163 to 3M 00431) and from a regulatory file review (Bates stamped 3M 00432 to 3M 02581), was served on counsel for Third-Party Plaintiffs Tierra Solutions, Inc. and Maxus Energy Corporation via Federal Express on March 28, 2011 at the following address:

Charles M. Crout, Esq.
Andrews Kurth LLP
1350 I Street, NW
Suite 1100
Washington, DC 20005

The undersigned hereby certifies that a true and correct copy of the documents set forth above was served on the following counsel via regular mail on March 28, 2011 at the following addresses:

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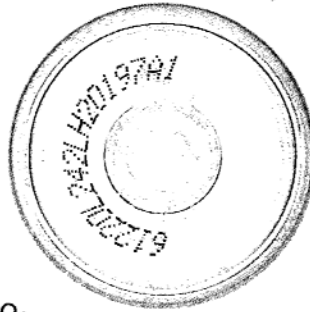
The undersigned hereby certifies that a true and correct copy of Third-Party Defendant 3M's Supplemental Disclosure (without discs) was served on all other counsel of record on March 25, 2011 via electronic posting.



Donald J. Camerson, Esq.

Dated: March 25, 2011

BRESSLER, AMERY & ROSS

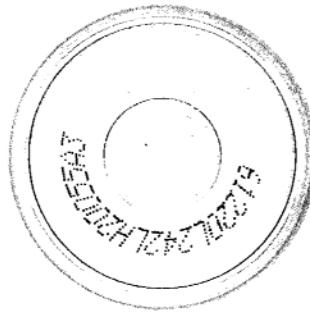


NJDEP, et al. v. Occidental Chemical Corporation, et al.
Docket No. ESX-9868-05 (PASR)

Documents produced by 3M Company
pursuant to CMO XII

3M 00163 - 3M 00431
(Disk 1 of 2)

BRESSLER, AMERY & ROSS



NJDEP, et al. v. Occidental Chemical Corporation, et al.
Docket No. ESX-9868-05 (PASR)

Documents produced from regulatory file review.
3M 00432 - 3M 02581

(Disk 2 of 2)