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TROY CHEMICAL CORPORATION, INC.

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

Plaintiffs,

v.

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

Defendants.

MAXUS ENERGY CORPORATION and TIERRA
SOLUTIONS,
INC.,

Third-Party Plaintiffs,

vs.

3M COMPANY, *et al.*,

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO. L-9868-05 (PASR)

CIVIL ACTION

**SUPPLEMENTAL THIRD-PARTY
DISCLOSURE**

Third-Party Defendant Troy Chemical Corporation, Inc. (“Respondent”) hereby provides its Supplement to Initial Disclosure pursuant to Case Management Order (“CMO”) XII and prior CMOs 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.”

Reservations and Comments

1. Respondent 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 that Respondent may have with respect to any outstanding or subsequent requests for discovery.

2. Respondent’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, Respondent reserves the right to amend these disclosures to the extent that the claims brought by or alleged against Respondent in this litigation are amended.

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

course of this matter.

4. “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.

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

6. “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.

7. 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 those Documents are covered by logs to be furnished by Respondent. 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 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.

8. Subject to the description of Respondent’s production set forth in its March 8, 2011 letter to Third-Party Plaintiffs, Documents subject to claims of privilege, work product,

confidentiality or trade secret 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. Privileged or confidential documents created on or after December 13, 2005 are not logged, pursuant to the August 11, 2009 “Agreed Order Regarding Documents Withheld from Production.”

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 noted above. See, Response to Paragraph 21(c)(1)(i), below.

(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 noted above. See, Response to Paragraphs 21(c)(1)(i)-(iv), below.

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

Response - See, reservations noted above.

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

Response - See, reservations noted above. Respondent 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 - Non-privileged and non-confidential Documents responsive to this request, to the extent available, are provided on the enclosed disk labeled TROY0001, containing documents labeled TROY0000001-TROY0012021, subject to the exceptions provided under the Amended Production Requirements.

(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 - Respondent limits its response in accordance with the reservations noted above, in accordance with the Amended Production Requirements, and as set forth in the description of Respondent's production set forth in its March 8, 2011 letter to Third-Party Plaintiffs. Subject to this reservation, non-privileged and non-confidential Documents responsive to this request, to the extent available, are provided on the enclosed disk labeled TROY0001, containing documents labeled TROY0000001-TROY0012021.

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

Response - Respondent limits its response to those Documents as to the Alleged Discharges in accordance with the reservations noted above. Non-privileged and non-confidential Documents responsive to this request, to the extent available, are provided on the enclosed disk labeled TROY0001, containing documents labeled TROY0000001-TROY0012021, as provided under the Amended Production Requirements.

(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 - Non-privileged and non-confidential Documents responsive to this request are produced pursuant to the requirements of CMO XII, Paragraph 21(c) as to the Alleged Discharges, are provided on the enclosed disk labeled TROY0001, containing documents labeled TROY0000001-TROY0012021, as provided under the Amended Production Requirements.

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 - Subject to the reservations noted above, non-privileged and non-confidential Documents responsive to this request as to the Alleged Discharges, to the extent available, are provided on the enclosed disk labeled TROY0001, containing documents labeled TROY0000001-TROY0012021, as provided under the Amended Production Requirements.

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 - Non-privileged and non-confidential Documents responsive to this request, to the extent available, are provided on the enclosed disk labeled TROY0001, containing documents labeled TROY0000001-TROY0012021, as provided under the Amended Production Requirements, as to policies potentially covering the Alleged Discharges.

Dated: March 8, 2011

Respectfully submitted,



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