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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,

Plaintiffs,

v.

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

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ESSEX COUNTY**

DOCKET NO. ESX-L-9868-05

**DEFENDANT REPSOL YPF, S.A.'S
ANSWER AND DEFENSES
TO DEFENDANT OCCIDENTAL
CHEMICAL CORPORATION'S
CROSS-CLAIM COMPLAINT**

Defendant Repsol YPF, S.A. ("Repsol"), by and through its counsel, submits the following Answer and Defenses to Defendant Occidental Chemical Corporation's ("OCC") Cross-Claim Complaint. In submitting its Answer and Defenses, Repsol does not waive, and continues to assert, its defense and argument that this Court lacks personal jurisdiction over it.

CROSS-CLAIMS

NATURE OF THE CROSS-CLAIMS

1. In response to paragraph 1 of OCC's Cross-Claim Complaint, Repsol admits that, on April 15, 2008, Plaintiffs filed a Second Amended Complaint against OCC, Tierra Solutions, Inc. ("Tierra"), Maxus Energy Corporation ("Maxus"), Repsol, YPF, S.A. ("YPF"), YPF Holdings, Inc. ("YPFH"), and CLH Holdings, Inc. ("CLHH"). Repsol states that Plaintiffs' Second Amended Complaint contains only such words as stated therein. Repsol denies that Repsol does business in New Jersey, or is subject to the specific or general jurisdiction of the State. Repsol denies that OCC is entitled to any relief in this action, and denies any remaining allegations in this paragraph.

FACTUAL BASIS FOR THE CROSS-CLAIMS

OWNERSHIP AND OPERATION OF LISTER SITE

2. In response to paragraph 2 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

3. In response to paragraph 3 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

4. In response to paragraph 4 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

CORPORATE REORGANIZATION OF OLD DIAMOND SHAMROCK

5. In response to paragraph 5 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

6. In response to paragraph 6 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

7. In response to paragraph 7 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

8. In response to paragraph 8 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

9. In response to paragraph 9 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

**THE 1986 STOCK PURCHASE AGREEMENT BETWEEN OCCIDENTAL AND
DIAMOND SHAMROCK AND RESULTING OBLIGATIONS OF MAXUS**

10. In response to paragraph 10 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

11. In response to paragraph 11 of OCC's Cross-Claim Complaint, Repsol admits that Diamond Shamrock Chemicals Company ("DSCC") was sold to a subsidiary of Occidental Petroleum Corporation in 1986. To the extent that this paragraph calls for further answer, Repsol lacks sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

12. In response to paragraph 12 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 Stock Purchase Agreement ("1986 SPA"), and states that the 1986 SPA contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and states that it otherwise is without sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

13. In response to paragraph 13 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 SPA, and states that the 1986 SPA contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol

denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

14. In response to paragraph 14 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 SPA, and to characterize the allegations in Plaintiffs' Second Amended Complaint. Repsol states that the 1986 SPA contains only such words as stated therein, as does Plaintiffs' Second Amended Complaint. Repsol denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

15. In response to paragraph 15 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 SPA, and states that the 1986 SPA contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

16. In response to paragraph 16 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 SPA, and to characterize the allegations in Plaintiffs' Second Amended Complaint. Repsol states that the 1986 SPA contains only such words as stated therein, as does Plaintiffs' Second Amended Complaint. Repsol denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

17. In response to paragraph 17 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 SPA, and states that the 1986 SPA contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

18. In response to paragraph 18 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 SPA, and states that the 1986 SPA contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

19. In response to paragraph 19 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 SPA, and states that the 1986 SPA contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

20. In response to paragraph 20 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of the 1986 SPA, and states that the 1986 SPA contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

21. In response to paragraph 21 of OCC's Cross-Claim Complaint, Repsol admits that Diamond Shamrock Corporation ("DSC-II") changed its name to Maxus Energy Corporation in 1987. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and states that it otherwise is without sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

**THE CROSS-CLAIM DEFENDANTS ARE ALTER EGOS OF EACH OTHER AND
TOGETHER CONSTITUTE ONE COHESIVE ECONOMIC UNIT**

22. Repsol admits the allegations in paragraph 22 of OCC's Cross-Claim Complaint.

23. In response to paragraph 23 of OCC's Cross-Claim Complaint, Repsol admits that Repsol became the majority owner of YPF in 1999. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and further denies any remaining allegations in this paragraph.

24. In response to paragraph 24 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of Repsol's SEC Form 20-F filing, for the fiscal year ended December 31, 2000, and states that the public filing contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol admits that the public filing contains the quoted language. Repsol states, however, that, immediately following the quoted language, that same public filing states that, "the operations of Repsol YPF are managed individually on a decentralized geographic basis and globally by division in order to maximize efficiencies and operating synergies arising from the integration of Repsol and YPF." Repsol denies any remaining allegations in this paragraph.

25. In response to paragraph 25 of OCC's Cross-Claim Complaint, Repsol denies the allegations in the first sentence of this paragraph. Repsol repeats and incorporates by reference each response contained in paragraphs 33 through 53 of Repsol's Answers and Defenses to Plaintiffs' Second Amended Complaint as if fully recited herein.

**YPF AND REPSOL ACKNOWLEDGE INDEMNIFICATION OBLIGATIONS TO
OCCIDENTAL**

26. In response to paragraph 26 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of YPF's 1998 SEC Form 20-F/A filing and states that the public filing contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol admits that the public filing contains the quoted language and denies any remaining allegations in this paragraph.

27. In response to paragraph 27 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of YPF's 2006 SEC Form 20-F filing and states that the public filing contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol admits that the public filing contains the quoted language and denies any remaining allegations in this paragraph.

28. In response to paragraph 28 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of YPF's Amendment No. 1 to SEC Form F-3 filing, dated March 10, 2008, and states that the public filing contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol admits that the public filing contains the quoted language and denies any remaining allegations in this paragraph.

29. In response to paragraph 29 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of Repsol's SEC Form 20-F filing, dated December 31, 2006, and states that the public filing contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol admits that the public filing contains the quoted language and denies any remaining allegations in this paragraph.

30. Repsol denies the allegations in paragraph 30 of OCC's Cross-Claim Complaint.

31. Repsol denies the allegations in paragraph 31 of OCC's Cross-Claim Complaint.

32. In response to paragraph 32 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of YPF's Amendment No. 1 to SEC Form F-3 filing, dated March 10, 2008, and states that the public filing contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol admits that the public filing contains the quoted language. Repsol states, however, that immediately before the quoted language, the public filing states that "YPF Holdings' management believes it has adequately reserved for all environmental and other contingencies that are probable and can be reasonably estimated based on information available as of such time[.]" Repsol admits that, as of September 30, 2007, YPFH's reserves for environmental, and other contingencies, totaled \$113.5 million. Repsol denies any remaining allegations in this paragraph.

33. In response to paragraph 33 of OCC's Cross-Claim Complaint, Repsol denies that YPF has publicly recognized potential environmental liabilities of Maxus, Tierra, and YPFH "far greater" than their reserves. Repsol admits that YPF publicly filed a March 10, 2008 Amendment No. 1 Form F-3, and that public filing contains only such words as stated therein. Repsol admits that the EPA released a draft Focused Feasibility Study ("FFS") in 2007, and states that the draft FFS contains only such words as stated therein. Repsol states that the draft FFS is not finalized. Repsol denies any remaining allegations in this paragraph.

34. In response to paragraph 34 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of YPF's Amendment No. 1 to SEC Form F-3 filing, dated March 10, 2008, and states that the public filing contains only such words as stated therein. To

the extent that this paragraph calls for further answer, Repsol admits that the public filing contains the quoted language and denies any remaining allegations in this paragraph.

35. In response to paragraph 35 of OCC's Cross-Claim Complaint, Repsol admits that OCC purports to quote portions of Repsol's SEC Form 20-F filing, dated December 31, 2006, and states that the public filing contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol admits that the public filing contains the quoted language and denies any remaining allegations in this paragraph.

THE CURRENT LITIGATION

36. In response to paragraph 36 of OCC's Cross-Claim Complaint, Repsol admits that Plaintiffs filed a Second Amended Complaint against OCC, Tierra, Maxus, Repsol, YPF, YPFH, and CLHH. Repsol states that Plaintiffs' Second Amended Complaint contains only such words as stated therein. Repsol denies any remaining allegations in this paragraph.

37. In response to paragraph 37 of OCC's Cross-Claim Complaint, Repsol denies that OCC never operated the Lister Site. Repsol lacks sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

38. Repsol denies the allegations in paragraph 38 of OCC's Cross-Claim Complaint.

39. In response to paragraph 39 of OCC's Cross-Claim Complaint, Repsol states that the allegations in this paragraph are a characterization of Plaintiffs' allegations, and do not require a response. To the extent that this paragraph calls for further answer, Repsol admits that OCC purports to quote portions of Plaintiffs' Second Amended Complaint, states that Plaintiffs'

Second Amended Complaint contains only such words as stated therein, and otherwise denies any remaining allegations in this paragraph.

40. In response to paragraph 40 of OCC's Cross-Claim Complaint, Repsol denies that it "controlled the environmental response at the Lister Site." Repsol denies that it conspired to avoid or to delay clean up of the Passaic River and denies that it owes OCC a common law or other obligation of indemnification. Repsol lacks sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

41. In response to paragraph 41 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

42. In response to paragraph 42 of OCC's Cross-Claim Complaint, Repsol admits that Plaintiffs' filed a Second Amended Complaint on April 15, 2008. Repsol admits that OCC purports to quote portions of Plaintiffs' Second Amended Complaint, and states that Plaintiffs' Second Amended Complaint contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol denies any remaining allegations in this paragraph.

43. In response to paragraph 43 of OCC's Cross-Claim Complaint, Repsol denies the allegations of any "scheme" alleged. Repsol lacks sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

44. Repsol denies the allegations of any "scheme" alleged and further denies any remaining allegations in paragraph 44 of OCC's Cross-Claim Complaint.

45. Repsol denies the allegations of any “scheme” alleged and further denies any remaining allegations in paragraph 45 of OCC’s Cross-Claim Complaint.

46. Repsol denies the allegations in paragraph 46 of OCC’s Cross-Claim Complaint.

47. In response to paragraph 47 of OCC’s Cross-Claim Complaint, Repsol admits that Maxus is a separate and independent corporate entity. Repsol does not know to which “disclosure statements” OCC refers, and thus lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this paragraph regarding disclosure statements and therefore denies same. Repsol denies any remaining allegations in this paragraph.

48. Repsol denies that it has any duty to assume any responsibility for any obligation Maxus may owe to OCC, and states that it has not done so. Repsol denies any remaining allegations in paragraph 48 of OCC’s Cross-Claim Complaint.

49. In response to paragraph 49 of OCC’s Cross-Claim Complaint, Repsol states that the SPA contains only such words as stated therein. Repsol denies any remaining allegations in this paragraph.

50. In response to paragraph 50 of OCC’s Cross-Claim Complaint, Repsol admits that Occidental has retained its own counsel in this case. Repsol lacks sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

FIRST COUNT - AGAINST ALL CROSS-CLAIM DEFENDANTS

Breach of Contract

51. In response to paragraph 51 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 50 above, as if fully recited herein.

52. In response to paragraph 52 of OCC's Cross-Claim Complaint, Repsol denies any liability as a matter of fact or law and states that it otherwise is without sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

53. In response to paragraph 53 of OCC's Cross-Claim Complaint, Repsol denies any liability as a matter of fact or law and denies any remaining allegations in this paragraph.

54. In response to paragraph 54 of OCC's Cross-Claim Complaint, Repsol denies any liability as a matter of fact or law and denies any remaining allegations in this paragraph.

55. Repsol denies the allegations in paragraph 55 of OCC's Cross-Claim Complaint

56. Repsol denies the allegations in paragraph 56 of OCC's Cross-Claim Complaint.

57. Repsol denies the allegations in paragraph 57 of OCC's Cross-Claim Complaint.

58. Repsol denies the allegations in paragraph 58 of OCC's Cross-Claim Complaint.

59. Repsol denies the allegations in paragraph 59 of OCC's Cross-Claim Complaint.

60. In response to paragraph 60 of OCC's Cross-Claim Complaint, Repsol denies that OCC is entitled to the relief requested, and denies any remaining allegations in this paragraph.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

SECOND COUNT - AGAINST REPSOL AND YPF

Tortious Interference With Contract

61. In response to paragraph 61 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 60 above, as if fully recited herein.

62. In response to paragraph 62 of OCC's Cross-Claim Complaint, Repsol states that the allegations in this paragraph are a characterization of OCC's claims, and do not require a response. To the extent that this paragraph calls for further answer, Repsol denies the allegations in this paragraph.

63. In response to paragraph 63 of OCC's Cross-Claim Complaint, Repsol states that the 1986 SPA contains only such words as stated therein. To the extent that this paragraph calls for further answer, Repsol denies any liability as a matter of fact or law and further denies any remaining allegations of this paragraph.

64. In response to paragraph 64 of OCC's Cross-Claim Complaint, Repsol does not know what time period OCC references in this paragraph. As a result, Repsol lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

65. In response to paragraph 65 of OCC's Cross-Claim Complaint, Repsol lacks sufficient knowledge or information to form a belief as to the truth of allegations concerning what Maxus "knew" or may have "concluded" and therefore denies those allegations. Repsol denies any remaining allegations in this paragraph.

66. Repsol denies the allegations in paragraph 66 of OCC's Cross-Claim Complaint.

67. Repsol denies the allegations in paragraph 67 of OCC's Cross-Claim Complaint.

68. Repsol denies the allegations in paragraph 68 of OCC's Cross-Claim Complaint.

69. In response to paragraph 69 of OCC's Cross-Claim Complaint, Repsol admits that, in 1999, Repsol became the majority owner of YPF. Repsol denies any remaining allegations in this paragraph.

70. Repsol denies the allegations in paragraph 70 of OCC's Cross-Claim Complaint.

71. Repsol denies the allegations in paragraph 71 of OCC's Cross-Claim Complaint.

72. Repsol denies the allegations in paragraph 72 of OCC's Cross-Claim Complaint.

73. Repsol denies the allegations in paragraph 73 of OCC's Cross-Claim Complaint.

74. Repsol denies the allegations in paragraph 74 of OCC's Cross-Claim Complaint.

75. Repsol denies the allegations in paragraph 75 of OCC's Cross-Claim Complaint.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

THIRD COUNT - AGAINST MAXUS, REPSOL AND YPF

Fraudulent Transfers

76. In response to paragraph 76 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 75 above, as if fully recited herein.

77. In response to paragraph 77 of OCC's Cross-Claim Complaint, Repsol states that the allegations in this paragraph call for a legal conclusion and that Repsol lacks sufficient knowledge or information to form a belief as to the truth of any remaining allegations in this paragraph and therefore denies same.

78. Repsol denies the allegations in paragraph 78 of OCC's Cross-Claim Complaint.

79. Repsol denies the allegations in paragraph 79 of OCC's Cross-Claim Complaint.

80. Repsol denies the allegations in paragraph 80 of OCC's Cross-Claim Complaint.

81. Repsol denies the allegations in paragraph 81 of OCC's Cross-Claim Complaint.

82. Repsol denies the allegations in paragraph 82 of OCC's Cross-Claim Complaint.

83. Repsol denies the allegations in paragraph 83 of OCC's Cross-Claim Complaint.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

FOURTH COUNT - AGAINST REPSOL AND YPF

Unjust Enrichment

84. In response to paragraph 84 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 83 above, as if fully recited herein.

85. In response to paragraph 85 of OCC's Cross-Claim Complaint, Repsol denies that YPF and Repsol engaged in a "scheme" to transfer Maxus's assets to other entities and otherwise denies any remaining allegations in this paragraph.

86. Repsol denies the allegations in paragraph 86 of OCC's Cross-Claim Complaint.

87. Repsol denies the allegations in paragraph 87 of OCC's Cross-Claim Complaint.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

FIFTH COUNT- AGAINST ALL CROSS-CLAIM DEFENDANTS

Contractual Indemnification

88. In response to paragraph 88 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 87 above, as if fully recited herein.

89. Repsol denies the allegations in paragraph 89 of OCC's Cross-Claim Complaint.

90. Repsol denies the allegations in paragraph 90 of OCC's Cross-Claim Complaint.

91. Repsol denies the allegations in paragraph 91 of OCC's Cross-Claim Complaint.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

SIXTH COUNT - AGAINST ALL CROSS-CLAIM DEFENDANTS

Common Law Indemnification

92. In response to paragraph 92 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 91 above, as if fully recited herein.

93. Repsol denies the allegations in paragraph 93 of OCC's Cross-Claim Complaint.

94. Repsol denies the allegations in paragraph 94 of OCC's Cross-Claim Complaint.

95. Repsol denies the allegations in paragraph 95 of OCC's Cross-Claim Complaint.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

SEVENTH COUNT - AGAINST ALL CROSS-CLAIM DEFENDANTS

Contribution Under the Spill Act

96. In response to paragraph 96 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 95 above, as if fully recited herein.

97. In response to paragraph 97 of OCC's Cross-Claim Complaint, Repsol admits that there is a Spill Compensation and Control Act ("Spill Act"), N.J.S.A. 58:10-23.11 et seq., and states that the Spill Act contains only such words as stated therein. Repsol denies any remaining allegations in this paragraph.

98. In response to paragraph 98 of OCC's Cross-Claim Complaint, Repsol admits that there is a Spill Compensation and Control Act ("Spill Act"), N.J.S.A. 58:10-23.11 et seq., and states that the Spill Act contains only such words as stated therein. Repsol denies any remaining allegations in this paragraph.

99. Repsol denies the allegations in paragraph 99 of OCC's Cross-Claim Complaint.

100. Repsol denies the allegations in paragraph 100 of OCC's Cross-Claim Complaint.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

EIGHTH COUNT - AGAINST ALL CROSS-CLAIM DEFENDANTS

Statutory Contribution

101. In response to paragraph 101 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 100 above, as if fully recited herein.

102. Repsol denies the allegations in paragraph 102 of OCC's Cross-Claim Complaint.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

NINTH COUNT - AGAINST MAXUS

Declaratory Judgment

103. In response to paragraph 103 of OCC's Cross-Claim Complaint, Repsol repeats and incorporates by reference every response contained in paragraphs 1 through 102 above, as if fully recited herein.

104. The allegations contained in paragraph 104 of OCC's Cross-Claim Complaint are directed only towards Maxus and therefore do not require a response from Repsol. To the extent that this paragraph calls for further answer, Repsol states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

105. The allegations contained in paragraph 105 of OCC's Cross-Claim Complaint are directed only towards Maxus and therefore do not require a response from Repsol. To the extent that this paragraph calls for further answer, Repsol states that it is without sufficient knowledge

or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

106. The allegations contained in paragraph 106 of OCC's Cross-Claim Complaint are directed only towards Maxus and therefore do not require a response from Repsol. To the extent that this paragraph calls for further answer, Repsol states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

107. The allegations contained in paragraph 107 of OCC's Cross-Claim Complaint are directed only towards Maxus and therefore do not require a response from Repsol. To the extent that this paragraph calls for further answer, Repsol states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore denies same.

WHEREFORE, Defendant Repsol denies each and every Prayer for Relief asserted by OCC and requests judgment to be entered for Repsol, along with an award to Repsol of its attorneys' fees, costs, and expenses and all other relief deemed just.

SEPARATE DEFENSES

Without assuming the burden of proof where such burden is otherwise on OCC as a matter of applicable substantive or procedural law, Repsol asserts the following defenses. Repsol asserts both direct defenses it has to OCC as well as defenses which OCC has or could have as to the Plaintiffs. Repsol reserves the right to assert additional defenses as information becomes available to it.

1. The Court lacks personal jurisdiction over Repsol.
2. Some or all of OCC's claims are not ripe for adjudication.
3. OCC's claims are barred, in whole or in part, as OCC fails to state a cause of action against Repsol upon which relief can be granted.
4. OCC's claims are barred, in whole or in part, as OCC legally cannot establish the requisite elements of its claims.
5. OCC's claims are barred because Maxus and Tierra are not the alter ego of Repsol and Repsol is not otherwise responsible for Maxus or Tierra.
6. OCC's claims against Repsol are barred, in whole or in part, by the applicable Statute of Limitations, Statute of Repose, and the equitable doctrines of laches and estoppel.
7. OCC's claims are barred, in whole or in part, by the doctrines of waiver, consent, estoppel, release, and assumption of risk.
8. OCC's claims are barred, in whole or in part, by the doctrines of collateral estoppel, res judicata, judicial estoppel, and accord and satisfaction.
9. OCC's claims against Repsol are subject to setoff and recoupment, and therefore, must be reduced accordingly.
10. OCC is not entitled to recover attorneys' fees or costs, or fees of litigation.
11. OCC is not entitled to recover for any alleged unjust enrichment as there exists an adequate remedy at law to redress OCC's claims.

12. The damages OCC seeks, if awarded, would result in unjust enrichment to OCC.

13. OCC's claims are barred by the statutory defenses to liability provided by the Spill Compensation and Control Act ("Spill Act").

14. OCC's claims are barred to the extent they seek relief for conduct occurring, or damages incurred, before the effective date of the Spill Act.

15. Repsol did not own or operate a "Major Facility" as defined by the Spill Act, N.J.S.A. 58:10-23.11b.

16. In the event that OCC is entitled to contribution from Repsol under the Spill Act, such relief is limited to "clean up and removal costs" as defined in N.J.S.A. 58:10-23.11b.

17. OCC's costs and damages, if any, are divisible and, as a result, OCC has no claim for joint and several liability.

18. Any claims asserted by OCC based on an allegation of joint and several liability are barred or limited because: (1) the acts and omissions, if any, of other Cross-Claim Defendants were separate and distinct from those, if any, of Repsol; (2) under the facts of this case, neither the common law nor any statute renders Repsol jointly and severally liable for the acts or omissions of the other Cross-Claim Defendants; and (3) the injury, harm, and costs that are the subject of OCC's claims are subject to apportionment.

19. OCC is not entitled to any recovery against Repsol on any claims based on the SPA, as Repsol is not a party to the SPA.

20. In accordance with the applicable law and facts of this case, OCC is not entitled to any recovery against Repsol based upon the provisions of the SPA (including but not limited to Article IX), as those provisions are invalid and/or inapplicable.

21. OCC's claims for indemnification and otherwise are barred or diminished because OCC was guilty of negligence, or otherwise culpable conduct, and contributory negligence.

22. OCC's claims for indemnification and otherwise are barred or diminished because OCC was guilty of failure to act in good faith or failure to provide appropriate cooperation.

23. The costs, damages and penalties OCC seeks to recover or impose are unreasonable,

excessive, arbitrary, and capricious.

24. OCC's claims for indemnification and otherwise are barred to the extent they seek recovery for any punitive damages as such claims are barred by public policy and applicable laws.

25. To the extent that OCC's claims against Repsol are subject to contribution, or any reduction or offset from other parties, any damages recovered against Repsol shall be reduced accordingly.

26. Repsol reserves the right to incorporate by reference the defenses pled, now or in the future, by any other Defendant or Third-Party Defendant, to the extent applicable to Repsol.

27. Repsol asserts against OCC all defenses OCC has or could have against the Plaintiffs, including but not limited to the separate defenses pleaded by OCC in its Answer to the Plaintiffs' Second Amended Complaint.

28. Repsol reserves the right to assert additional defenses that may be uncovered during the course of this action.

DEMAND FOR STATEMENT OF DAMAGES

PLEASE TAKE NOTICE that Repsol YPF, S.A., pursuant to the provisions of Rule 4:5-2, demands that it be furnished with a statement of the monetary amounts of all damages claimed herein within five (5) days of the date of this pleading.

PRAYER FOR RELIEF

Repsol reserves the right to amend this answer.

WHEREFORE, Repsol respectfully prays that:

- (i) Judgment against OCC on its claims against Repsol be entered;
- (ii) OCC's claims against Repsol be dismissed with prejudice at OCC's cost;
- (iii) OCC recover nothing by this suit;
- (iv) Repsol be awarded its costs of court, expenses, and attorneys' fees; and
- (v) Repsol be granted such other relief, both special and general, at law or in equity, to which it is justly entitled.

GREENBAUM, ROWE, SMITH & DAVIS LLP

KIRKLAND & ELLIS LLP
Attorneys for Defendant
Repsol YPF, S.A.


By: MARK H. SOBEL

DATED: February 9, 2009

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Attorneys for Defendants
Repsol YPF, S.A. and YPF, S.A.

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,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY

DOCKET NO. ESX-L-009868-05

CIVIL ACTION

CERTIFICATION OF SERVICE

I, Gregg H. Hilzer, do hereby certify as follows:

1. On February 9, 2009, I caused an original and copy of the Answer to Occidental Chemical Corporation's Cross-Claims on behalf of defendant, Repsol YPF, S.A., to be forwarded for filing, via hand delivery to the Clerk, Superior Court, Civil

Part, 113 Essex County Courts Building, 50 W. Market Street, Newark, NJ 07102.

2. I further certify that on February 9, 2009, a true copy of the foregoing document was forwarded hand delivery to the Honorable Donald S. Goldman, J.S.C., County Courts Building, Chambers 918, 50 W. Market Street, Newark, New Jersey 07102.

3. I further certify that on February 9, 2009, a true copy of the foregoing document was forwarded via e-mail and Federal Express to Michael Gordon, Esq., Gordon & Gordon, 505 Morris Avenue, Springfield, NJ 07081;

4. I further certify that on February 9, 2009, a true copy of the foregoing document was forwarded, with consent of counsel, via email and Federal Express to William L. Warren, Esq., Drinker Biddle & Reath LLP, 105 College Road East, Princeton, NJ 08542; and to Robert T. Lehman, One Centennial Square, 33 East Euclid Avenue, Haddonfield, New Jersey, 08033.

5. I further certify that on February 9, 2009, a true copy of the foregoing document was provided via e-mail to all other counsel currently involved in this matter.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



GREGG H. HILZER

Dated: February 9, 2009