

**Exhibit F to  
Consent Judgment**

---

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,  
INC.,

Defendants.

MAXUS ENERGY CORPORATION and TIERRA  
SOLUTIONS,  
INC.,

Third-Party Plaintiffs,

v.

3M COMPANY, *et al.*,

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY  
DOCKET NO. L-9868-05(PASR)

Civil Action

**ASSIGNMENT OF CLAIMS AND  
COOPERATION AGREEMENT**

New Jersey Department of Environmental Protection (“DEP”), the Commissioner of the New Jersey Department of Environmental Protection (“Commissioner”), and the Administrator of the New Jersey Spill Compensation Fund (“Administrator”) (collectively, “Plaintiffs”), and the Settling Third-Party Defendant identified below are parties to a Consent Judgment in the above referenced Passaic River Litigation.<sup>1</sup>

In exchange for Plaintiffs’ covenant not to sue in the Consent Judgment, Settling Third-Party Defendant has agreed to assign all of its claims for Economic Damages, if any, against

---

<sup>1</sup> Capitalized terms not specifically defined herein are defined in the Consent Judgment and those definitions are hereby incorporated by reference and adopted herein.

Occidental Chemical Corporation ("OCC"), Tierra Solutions, Inc. ("Tierra"), Maxus Energy Corporation ("Maxus"), Repsol YPF, S.A., YPF, S.A., YPF International S.A. (f/k/a YPF International Ltd.), Maxus International Energy Corporation YPF Holdings, Inc., and CLH Holdings, Inc. (the "Lister Defendants") for injuries or damages caused by Discharges at or from the Lister Site to the Newark Bay Complex or contamination of the Newark Bay Complex to Plaintiffs, and to provide information for Plaintiffs to pursue such claims. Accordingly, Plaintiffs and Settling Third-Party Defendant agree:

1. Settling Third-Party Defendant, as assignor, assigns and transfers to Plaintiffs, as assignee, for their use and benefit as provided herein, any and all sums of money now due or owing to Settling Third-Party Defendant, and all claims, demands, and cause or causes of action of whatever kind and nature that Settling Third-Party Defendant now has against the Lister Defendants, jointly or severally, arising out of, or for, Economic Damages, if any, sustained by Settling Third-Party Defendant in connection with Discharges of Hazardous Substances at or from the Lister Property to the Newark Bay Complex or contamination of the Newark Bay Complex associated therewith (the "Assigned Claims"); provided however that Settling Third-Party Defendants expressly reserve and do not assign any claims concerning their: (a) actually incurred past or future costs of investigation and remediation of Hazardous Substances, (b) contribution claims (if any) for Natural Resource Damages, (c) costs expended on community improvement projects, SEPs or similar activities undertaken in settlement or resolution of an environmental liability, (d) the loss in market value of their own real property or personal property (including the individual corporate entity value or corporate good will), (e) individual breach of contract claims, bad faith contract claims, and punitive damages claims, or (f) other claims specifically reserved by Settling Third-Party Defendants under the Consent Judgment.

2. Settling Third-Party Defendant does not guarantee payment or value of the Assigned Claims. However, Settling Third-Party Defendant agrees that in the event any payment under the Assigned Claims is made to it, Settling Third-Party Defendant will promptly remit the payment to Plaintiffs. Furthermore, Settling Third-Party Defendant represents and covenants that it has not assigned, transferred or released the Assigned Claims to any other person or entity after September 20, 2012, but not before such date.

3. Through this assignment, Settling Third-Party Defendant grants Plaintiffs the power to demand and receive satisfaction of the Assigned Claims, if any.

4. If Plaintiffs do not assert or settle the Assigned Claims of any particular Settling Third-Party Defendant within two (2) years of Entry of the Consent Judgment and any appeals thereof, those Assigned Claims shall revert to that Settling Third-Party Defendant and this Agreement shall have no further force or effect.

5. Settling Third-Party Defendant shall make reasonable efforts to provide information to Plaintiffs upon Plaintiffs' request and at Plaintiffs' sole expense in the investigation and pursuit of the Assigned Claims, if any, and make reasonable accommodations to respond to requests from Plaintiffs with respect to the pursuit of the Assigned Claims, if any. Settling Third-Party Defendants shall also reasonably assist Plaintiffs in gathering evidence, obtaining the attendance of witnesses, and responding to discovery requests. Provided the following is not legally privileged, Settling Third-Party Defendant shall provide Plaintiffs with:

- (a) Reasonable access to all material information concerning the Assigned Claims Settling Third-Party Defendant is legally able to produce, whether or not deemed by Settling Third-Party Defendant to be relevant;

- (b) Reasonable access to interview any current or former agent, servant or employee of Settling Third-Party Defendant concerning the Assigned Claims (with an opportunity for the Settling Third-Party Defendant to attend any interview); and
- (c) Reasonable access to other material information or other responses to reasonable requests.

Plaintiffs shall be responsible for any reproduction costs.

6. Plaintiffs shall bear all costs and expenses incurred in pursuit of the Assigned Claims, and shall be entitled to retain any and all recoveries gained from such pursuit. However, under no circumstances shall Plaintiffs be responsible for Settling Third-Party Defendants' overhead, value of time, or other internal costs.

7. Nothing in this Agreement shall require the Plaintiffs to assert or settle any Assigned Claim, and the Plaintiffs shall not be liable to any Settling Third-Party Defendant for any reason as to any Assigned Claim that is not asserted or settled.