



Veterans Administration

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO
691-97-010LI

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE Westside Operating Partners Limited		3. ADDRESS OF LICENSEE c/o Breitburn Energy Corporation 3415 S. Sepulveda Blvd. Los Angeles, Ca 90034	
4. NAME AND ADDRESS OF INSTALLATION Department of Veterans Affairs West Los Angeles Medical Center West Los Angeles, California 90073		5. PERIOD COVERED	
		FROM (Month, day, year) January 1, 1997	TO (Month, day, year) December 31, 2002

6. CONSIDERATION
Please see specific Conditions for delineation of consideration

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.) Sawtelle site Los Angeles County, California, VA REE No 691/90C-691-087-07313, OXY File No. S04 02548. Property located on VAMC grounds West LA between Sawtelle & Wilshire Boulevards. (Full legal description in Exhibit I, attached & made a part hereof.)	7B. EXHIBIT(S) ATTACHED
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By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

8. SPECIAL CONDITIONS
SPECIAL CONDITIONS ARE ATTACHED AND PAGINATED IN ASCENDING NUMERICAL ORDER WITH TITLES AND SECTION HEADINGS INDICATED AT THE TOP OF THE APPROPRIATE LEADING PAGE.

VETERANS ADMINISTRATION LICENSOR		LICENSEE	
DATE OF LICENSE (Month, day, year) JAN 1, 1997 Through Dec 31, 2002	DATE ACCEPTED (Month, day, year) December 23, 1996	SIGNATURE (S) AND TYPED NAME OF SIGNATORY [Redacted] Halbert S. Washburn	
ADDRESS OF LICENSOR 11301 Wilshire Blvd. Los Angeles, Ca 90073	TITLE OF SIGNATORY PRESIDENT	TELEPHONE NO. OF LICENSEE (Including Area Code) [Redacted]	

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, **Randall H. Breitenbach**, certify that I am the Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[Redacted Signature]

(CORPORATE)
(SEAL)

SPECIAL CONDITIONS TO SAWTELLE -OXY LICENSE

DEPARTMENT OF VETERANS AFFAIRS

LICENSE NO. 691-97-01-1L

1. The Bureau of Land Management, (BLM), Department of the Interior, under authority of the UNITED STATES OF AMERICA issued Acquired Lands Lease, Serial No. 0138800, to Mr. Tom Dowlen, affecting land at the VA Wadsworth Medical Center, Los Angeles, California, (now West Los Angeles VA Medical Center) (Exhibit II) affecting the oil and gas deposits under said lands, including the right to use a designated area on such lands as a drill site. Lease No. 0138800 was subsequently assigned by Mr. Dowlen to the Gulf Oil Corporation who in turn appointed Occidental Petroleum Corporation, now OXY USA INC. as Operator. On April 6, 1993 Westside Operating Partners succeeded to Operator as ratified by Veterans Administration May 12, 1993.

2. On July 21, 1966, the Department of Veterans Affairs leased a designated surface drilling site under the BLM Lease No. 0138800 to OXY for a three year term to also use the drill site for slant drilling of wells bottomed under land outside of VA property.

3. After successive three year periods of signing supplemental lease agreements, starting on July 14, 1969 and terminating on October 1, 1990, the succession of supplemental lease agreements was broken, by allowing a supplemental lease agreement to expire on October 1, 1990. Oxy USA INC., as successor in interest to the domestic oil and gas assets of Occidental Petroleum Corporation of Bakersfield, California, continues to occupy and exercise those rights and benefits from use of said drill site, as a surface location from which to remove petroleum, and as a platform from which to drill wells as it did before. Both parties therefore, have found themselves without benefit of formal agreement, and are now both desirous of again joining together in an agreement for their mutual benefit.

4. The licensee shall pay to the Department of Veterans Affairs, rental in the amount of: a two and one-half percent (2-1/2%) averred royalty on the total gross production of all oil, gas and other hydrocarbons which are produced from any and all wells now operating or to be drilled under this agreement * Said royalty shall be computed in accordance with the Oil and Gas Operating Regulations (30 C.F.R. Part 218) and shall be paid monthly to the:

*where such wells bottom under lands outside of V.A. property.

Agent Cashier,
Department of Veterans Affairs
Medical Center West Los Angeles,
Wilshire and Sawtele Boulevards,
Los Angeles, California 90073

and in addition, the licensee shall pay to the Government on demand any sum which may have to be expended after the expiration or termination of this license to restore and premises to a condition satisfactory to the VA Director. Any monetary compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee directly to the Agent Cashier, VAMC, West Los Angeles, California.

5. All notices to be given pursuant to this licensee shall be addressed, if to the licensee:

Westside Operating Partners Limited Partnership
C/O Breitburn Energy Corporation
3415 S. Sepulveda Blvd.
Los Angeles, Ca 90034

if to VA

Director,
VA Medical Center West Los Angeles
Wilshire and Sawtelle Boulevards
Los Angeles, California 90073

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid and deposited, postage prepaid, in a public mail box maintained by the U.S. Postal Service.

6. The use and occupancy of the licensed property shall be subject to the general supervision and approval of VA Medical Center Director, West Los Angeles, California, and to such rules and regulations as may be perscribed by the Director from time to time.

7. The licensee has inspected and knows the condition of the property to which this license pertains, and it is understood that the license is hereby granted without any representation of warranty by VA whatsoever and without obligation on the part of VA to make any alterations, repairs, or additions thereto.

8. The right is hereby reserved to VA, its officers, agents, and employees to enter upon said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of VA and the licensee shall have no claims of any character on account thereof against VA or any officer, agent, or employee thereof.

9. The licensee shall pay the cost, as determined by the VA Medical Center Director, West Los Angeles, California, of producing and/or supplying any utilities and other services furnished by the Government. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the VA Medical Center Director, upon bills rendered.

10. The licensee shall neither transfer nor assign this license or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this license without prior permission in writing from the VA Medical Center Director, West Los Angeles, California.

11. For such period as the licensee is in possession of the denoted premises pursuant to the provisions and conditions of this license, the licensee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the licensed property to the full insurable value thereof. The licensee shall procure such insurance from any responsible company or companies, and furnish either the original policy or policies or certifications of insurance to the Government. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the licensee to be used solely for the repair, restoration, or replacement of the property damaged or the insurer, after payment of any proceeds to the licensee in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds by the licensee. Nothing herein contained shall be construed as an obligation upon VA to repair, restore, or replace the leased premises, or any part thereof.

12. The licenses shall obtain and keep in force and effect public liability insurance coverage in the minimum amount of \$1,000,000 to protect the Government from third party property damage and bodily injury claims arising out of use of the property by the licensee. Evidence of such insurance coverage shall be furnished to the Government upon request.

13. The licensee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or similar substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, and encompassed within the scope of this license, commit a waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures, or any other measure consistent with the duties and good practices required to perform those functions for which this license is granted.

14. On or before the date of expiration of this license, or its termination by the licensee shall vacate the demised premises, remove the personal property of the licensee therefrom and at the option of the Government, remove the fixtures therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this license, damages beyond date of commencement of the term of this license, damages beyond the control of the licensee and due to fair wear and tear excepted. In the event that the licensee should fail to comply with the duties set forth in this paragraph, then the licensee shall pay to VA on demand any sum which may have to be expended after the expiration or termination of this license to restore the premises to the condition as stated herein. Any monetary compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee directly to the Agent Cashier, VA Medical Center, West Los Angeles, California.

15. If this license has been negotiated without advertising, the licensee agrees that the Comptroller General of the United States, the Secretary of Veterans Affairs, or any of their duly authorized representatives shall, until the expiration of 3 years after final payment under this license, have access to and the right to examine any directly pertinent books, documents, papers, and records of the licensee involving transactions related to this license. The licensee further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, the Secretary of Veterans Affairs, or their representatives shall, until the expiration of 3 years after final payment under this license with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

16. The licensee shall pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this license, may be taxed, assessed or imposed upon the Government or upon the licensee with respect to or upon the licensed premises.

17. This license is further subject to the following provisions and conditions:

A. The Regional Oil and Gas Supervisor of the Geological Survey shall have control over and approve:

- 1. The use of the drill site by the licensee for drilling and production of non-Federal wells.**
- 2. The sequence and priority of wells drilled from the drill site in the event only one drilling rig is used.**
- 3. The direction and location of the subsurface cylinder in which a directionally drilled well must remain while drilling through Federal land.**

B. Use of the drill site shall be under the supervision of the Director, VAMC West Los Angeles, California and in strict compliance with conditions of said lease Serial No. 0138800 and "Stipulation for Lands under Jurisdiction of the Department of Veterans Affairs" which are hereby attached to and made part of this license.

C. In addition to any other remedies available to the Government, this agreement may be terminated by VA upon failure by the Licensee to comply with the terms herein.

EXHIBIT I

LEGAL DESCRIPTION OF DEMISED AREA

A parcel of land situated in the county of Los Angeles, state of California, commonly known as the Sawtelle area drill site, lying within and being a portion of the United States Department of Veterans Affairs lands as shown on a map of that portion of the Rancho San Vicente and Santa Monica known as the Villa Farms, recorded in Book 70, page 54 et seq. of miscellaneous records in the office of the recorder of said county; said parcel being more particularly described as follows:

Commencing at the point of intersection of the centerlines of Sepulveda Boulevard and Consitution Avenue, said point being south 35° 31' 59" east 958.55 feet along the said centerline of Sepulveda Boulevard from its intersection with the Northeasterly prolongation of the Southereasterly line of tract no. 7181, as said tract is shown on map recorded in book 120, page 79 of maps, records of said county; thence south 54° 25' 10" west along the said centerline of constitution avenue 282.24 feet; thence south 32° 20' 40", east 40.06 feet to a point in a line that is parallel with and distant southeasterly 40 feet, measured at right angles, from said centerline of constitution avenue, last said point being the true point of beginning of the parcel herein described, thence from said true point of beginning, and continuing south 32° 20' 40" east 443.76 feet: thence south 46° 49' 50" west 480.36 feet to a point in the aforesaid parallel line; thence north 54° 25' 10" east 328.06 feet to the true point of beginning.



REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.
691-93-010LI

revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

4. NAME OF LICENSEE OXY USA INCORPORATED	3. ADDRESS OF LICENSEE OXY USA INCORPORATED Box 50250 Midland, Texas 79710
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7. NAME AND ADDRESS OF INSTALLATION Department of Veterans Affairs West Los Angeles Medical Center Hawthorn Division West Los Angeles, California 90073	6. PERIOD COVERED	
	FROM (Month, day, year) December 31, 1992	TO (Month, day, year) January 1, 1997

8. CONSIDERATION
Please see Specific Conditions for delineation of Consideration.

9. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof) SAWTELLE site, Los Angeles County, California, VA REE NO. 691/90C-691-7-073LE, OXY File No. SO4 D2548. Property located on VAMC grounds West LA between Sawtelle & Wilshire Boulevards. (Full Legal description on Exhibit I, attached & made a part hereof.)	10. EXHIBITS ATTACHED
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11. PURPOSE OF LICENSE
To allow the licensee to extract, recover, transport petroleum products from already existing wells, and to drill, and perform those other necessary operations to seek and extract petroleum from areas within the site, but not now perforated or accessed.

12. BY THE ACCEPTANCE OF THIS LICENSE, THE LICENSEE AGREES TO ABIDE BY AND BE BOUND BY THE GENERAL AND SPECIAL CONDITIONS INDICATED HEREON AND ATTACHED HERETO.

13. SPECIAL CONDITIONS
SPECIAL CONDITIONS ARE ATTACHED AND PAGINATED IN ASCENDING NUMERICAL ORDER WITH TITLES AND SECTION HEADINGS INDICATED AT THE TOP OF THE APPROPRIATE LEADING PAGE.

VETERANS ADMINISTRATION LICENSOR	LICENSEE
DATE OF LICENSE (Month, day, year) DEC 31, 1992 Through Jan 1, 1997	DATE ACCEPTED (Month, day, year) February 4, 1993
NAME OF LICENSOR George L. Swarcman, Division Chief	SIGNATURES AND TYPED NAME OF SIGNATORY P. N. McGee
ADDRESS OF LICENSOR Project & Property Management Service (084B) Dept. Veterans Affairs, Wash., DC 20420	TITLE OF SIGNATORY Attorney in Fact
	TELEPHONE NO. OF LICENSEE (including Area Code)

14. If licensee is a corporation, the following Certificate of Licensee must be executed:
CERTIFICATE OF CORPORATE LICENSEE

Linda Frick, certify that I am the ASSISTANT Secretary of the corporation named as licensee herein; that I signed said license on behalf of the licensee as then Secretary of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

P. N. McGee
Attorney-in-Fact

15. CORPORATE) [Redacted Signature]

16. [Redacted Signature]

17. 01 of 09 PAGES

(Signature)

DEPARTMENT OF VETERANS AFFAIRS

LICENSE NO. 691-93-010LI

1. The Bureau of Land Management, (BLM), Department of the Interior, under authority of the UNITED STATES OF AMERICA issued Acquired Lands Lease, Serial No. 0138800, to Mr. Tom Dowlen, affecting land at the VA Wadsworth Medical Center, Los Angeles, California, (now West Los Angeles VA Medical Center) (Exhibit II) affecting the oil and gas deposits under said lands, including the right to use a designated area on such lands as a drill site. Lease No. 0138800 was subsequently assigned by Mr. Dowlen to the Gulf Oil Corporation who in turn appointed Occidental Petroleum Corporation, now OXY USA INC. as Operator.
2. On July 21, 1966, the Department of Veterans Affairs leased a designated surface drilling site under the BLM Lease No. 0138800 to OXY for a three year term to also use the drill site for slant drilling of wells bottomed under land outside of VA property.
3. After successive three year periods of signing supplemental lease agreements, starting on July 14, 1969 and terminating on October 1, 1990, the succession of supplemental lease agreements was broken, by allowing a supplemental lease agreement to expire on October 1, 1990. Oxy USA INC., as successor in interest to the domestic oil and gas assets of Occidental Petroleum Corporation of Bakersfield, California, continues to occupy and exercise those rights and benefits from use of said drill site, as a surface location from which to remove petroleum, and as a platform from which to drill wells as it did before. Both parties therefore, have found themselves without benefit of formal agreement, and are now both desirous of again joining together in an agreement for their mutual benefit.
4. The licensee shall pay to the Department of Veterans Affairs, rental in the amount of: a two and one-half percent (2-1/2%) averred royalty on the total gross production of all oil, gas and other hydrocarbons which are produced from any and all wells now operating or to be drilled under this agreement * Said royalty shall be computed in accordance with the Oil and Gas Operating Regulations (30 C. F. R. Part 218) and shall be paid monthly to the;

*where such wells bottom under lands outside of V.A. property.

Agent Cashier.
Department of Veterans Affairs
Medical Center West Los Angeles,
Wadsworth and Brentwood Divisions
Wilshire and Sawtelle Boulevards,
Los Angeles, California 90073

and in addition, the licensee shall pay to the Government on demand any sum which may have to be expended after the expiration or termination of this license to restore the premises to a condition satisfactory to the VA Director. Any monetary compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee directly to the Agent Cashier, VAMC , West Los Angeles, California.

5. All notices to be given pursuant to this licensee shall be addressed, if to the licensee:

OXY USA INC.
BOX 50250
Midland, Texas 79710

if to VA

Director,
VA Medical Center West Los Angeles
Wadsworth and Brentwood Divisions
Wilshire and Sawtelle Boulevards
Los Angeles, California 90073

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid and deposited, postage prepaid, in a public mail box maintained by the U.S. Postal Service.

6. The use and occupancy of the licensed property shall be subject to the general supervision and approval of VA Medical Center Director, West Los Angeles, California, and to such rules and regulations as may be prescribed by the Director from time to time.

7. The licensee has inspected and knows the condition of the property to which this license pertains, and it is understood that the license is hereby granted without any representation or warranty by VA whatsoever and without obligation on the part of VA to make any alterations, repairs, or additions thereto.

8. The right is her / reserved to VA, its offi. cs, agents, and employees to enter upon said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of VA and the licensee shall have no claim of any character on account thereof against VA or any officer, agent, or employee thereof.

9. The licensee shall pay the cost, as determined by the VA Medical Center Director, West Los Angeles, California, of producing and/or supplying any utilities and other services furnished by the Government. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the VA Medical Center Director, upon bills rendered.

10. The licensee shall neither transfer nor assign this license or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this license without prior permission in writing from the VA Medical Center Director, West Los Angeles, California.

11. For such period as the licensee is in possession of the denoted premises pursuant to the provisions and conditions of this license, the licensee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the licensed property to the full insurable value thereof. The licensee shall procure such insurance from any responsible company or companies, and furnish either the original policy or policies or certificates of insurance to the Government. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the licensee to be used solely for the repair, restoration, or replacement of the property damaged or destroyed, any balance of the proceeds not required for the repair, restoration, or replacement of the property damaged or destroyed to be paid to the Government, provided, however, that the insurer, after payment of any proceeds to the licensee in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds by the licensee. Nothing herein contained shall be construed as an obligation upon VA to repair, restore, or replace the leased premises, or any part thereof.

The licensee shall obtain and keep in force and effect public liability insurance coverage in the minimum amount of \$1,000,000 to protect the Government from third party property damage and bodily injury claims arising out of use of the property by the licensee. Evidence of such insurance coverage shall be furnished to the Government upon request.

13. The licensee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or similar substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, and encompassed within the scope of this license, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures, or any other measure consistent with the duties and good practices required to perform those functions for which this license is granted.

14. On or before the date of expiration of this license, or its termination by the licensee, or its revocation by VA, the licensee shall vacate the demised premises, remove the personal property of the licensee therefrom and at the option of the Government, remove the fixtures therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this license, damages beyond the control of the licensee and due to fair wear and tear excepted. In the event that the licensee should fail to comply with the duties set forth in this paragraph, then the licensee shall pay to VA on demand any sum which may have to be expended after the expiration or termination of this license to restore the premises to the condition as stated herein. Any monetary compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee directly to the Agent Cashier, VA Medical Center, West Los Angeles, California.

15. If this license has been negotiated without advertising, the licensee agrees that the Comptroller General of the United States, the Secretary of Veterans Affairs, or any of their duly authorized representatives shall, until the expiration of 3 years after final payment under this license, have access to and the right to examine any directly pertinent books, documents, papers, and records of the licensee involving transactions related to this license. The licensee further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, the Secretary of Veterans Affairs, or their representatives shall, until the expiration of 3 years after final payment under this license with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

16. The licensee shall pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this license, may be taxed, assessed or imposed upon the Government or upon the licensee with respect to or upon the licensed premises.

17. This license is further subject to the following provisions and conditions:

A. The Regional Oil and Gas Supervisor of the Geological Survey shall have control over and approve:

1. The use of the drill site by the licensee for drilling and production of non-Federal wells.
2. The sequence and priority of wells drilled from the drill site in the event only one drilling rig is used.
3. The direction and location of the subsurface cylinder in which a directionally drilled well must remain while drilling through Federal land.

B. Use of the drill site shall be under the supervision of the Director, VAMC West Los Angeles, California Wadsworth Division, and in strict compliance with conditions of said lease Serial No. 0138800 and "Stipulation for Lands Under Jurisdiction of The Department of Veterans Affairs" which are hereby attached to and made part of this license.

C. In addition to any other remedies available to the Government, this agreement may be terminated by VA upon failure by the Licensee to comply with the terms herein.

EXHIBIT I

LEGAL DESCRIPTION OF DENISED AREA

A parcel of land situated in the county of Los Angeles, state of California, commonly known as the Sawtelle area drill site, lying within and being a portion of the united states Department of Veterans' Affairs lands as shown on a map of that portion of the Rancho San Vicente and Santa Monica known as the Villa farms, recorded in book 70, page 54 et seq. of miscellaneous records in the office of the recorder of said county; said parcel being more particularly described as follows:

Commencing at the point of intersection of the centerlines of Sepulveda boulevard and constitution avenue, said point being south 35° 31' 59" east 958.55 feet along the said centerline of Sepulveda boulevard from its intersection with the northeasterly prolongation of the southeasterly line of tract no. 7181, as said tract is shown on map recorded in book 120, page 79 of maps, records of said county; thence south 54° 25' 10" west along the said centerline of constitution avenue 282.24 feet; thence south 32° 20' 40", east 40.06 feet to a point in a line that is parallel with and distant southeasterly 40 feet, measured at right angles, from said centerline of constitution avenue, last said point being the true point of beginning of the parcel herein described, thence from said true point of beginning, and continuing south 32° 20' 40" east 443.76 feet; thence south 46° 33' 20" west 236.31 feet; thence north 43° 49' 50" west 480.36 feet to a point in the aforesaid parallel line; thence north 54° 25' 10" east 328.06 feet to the true point of beginning.



OXY USA INC.

Box 50250, Midland, TX 79710

March 2, 1993

Director
VA Medical Center West Los Angeles
Wadsworth and Brentwood Division
Wilshire and Sawtelle Boulevards
Los Angeles, California 90073

Department of Veterans Affairs
Washington, D.C. 20420

Attention: Mr. Dennis W. Calkin

Re: License NO. 691-93-010LI
OXY File No. SD402540
Sawtelle Drillsite - West LA
Sawtelle Field
Los Angeles County, CA

Gentlemen:

Please be advised that OXY USA Inc. has reached an agreement to sell all of its right, title and interest in the Sawtelle Field to Eastern American Energy Corporation, 501 56th Street, Charleston, West Virginia 25304 and BreitBurn Energy Corporation, 3415 South Sepulveda Blvd., Suite 300, Los Angeles, California 90034. Eastern American Energy Corporation and BreitBurn Energy Corporation have chosen to operate this field in a Limited Partnership capacity. The Limited Partnership shall be comprised of BreitBurn Energy Corporation, as General Partner and an affiliate of Eastern American Energy Corporation, named Westside Acquisition Corporation, as Limited Partner. The Limited Partnership is named Westside Operating Partners Limited Partnership and is the entity to which OXY has been asked to assign, and will assign, all of its right, title and interest in said field at closing of the sale.

Pursuant to Article 10 of that certain License Agreement referenced above by and between OXY USA Inc. and the Department of Veterans Affairs West Los Angeles Medical Center, Wadsworth Division, OXY USA Inc. respectfully requests your consent in OXY assigning the captioned License Agreement to Westside Operating Partners Limited Partnership.

We ask that you please acknowledge your consent to such transfer in the space provided and return one (1) copy of this letter to the attention of the undersigned.

It is anticipated that this transaction will close by March 15, 1992, therefore, your prompt, favorable response to this matter will be greatly appreciated.

March 2, 1993
Page Two (2)

If you should have any questions, please feel free to contact the undersigned at (915) 685-5646.

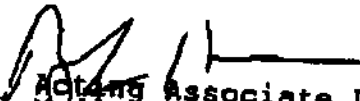
Yours truly,

OXY USA Inc.


Michael D. Gooding

MDG/df

VA MEDICAL CENTER WEST LOS ANGELES
WADSWORTH AND BRENTWOOD DIVISION

 3-12-93
Acting Associate Director
VA Medical Center West Los Angeles
has no objection to this agreement
if VA Central Office concurs with
the terms.

Consent granted this 6th day of April, 1993.

By: 

THIS AGREEMENT, made this SIXTH day of APRIL 1993
by OXY USA INC, hereinafter called
(Name of Lessor (transferor))
"Assignor" in favor of WESTSIDE OPERATING PARTNERS LIMITED PARTNERSHIP
(Name of Transferee)
c/o BreitBurn Energy Corporation, 3415 S. Sepulveda Blvd, Los Angeles, CA 90034
(Location of Transferee)
hereinafter called "Assignee".

Whereas the Government, represented by various Contracting
Officers, entered into a License with the Assignor (Transferor),
namely LICENSE No. 691-93-010-LI, dated February 4th, 1993
for the premises located at SAWTELLE DRILLSITE WEST LA SAWTELLE FIELD, LOS ANGELES
COUNTY, CALIFORNIA.
to be used for a PETROLEUM EXPLORATION AND PRODUCTION SITE.
the term of DECEMBER 31, 1992 to JANUARY 1, 1997
a copy of which is attached hereto and made a part hereof.

THE ASSIGNOR confirms the transfer to the Assignee, and waives
any claims and rights against the United States of America that it
now has or may have in the future in connection with the subject
License.

THIS ASSIGNEE assumes, approves, adopts, and agrees to be
bound by and to perform the contract in accordance with the terms
and conditions contained in subject LICENSE. The Assignee also
assumes all obligations and liabilities of, and all claims
against, the Assignor under the LICENSE as if the Assignee were the
original party to the License.

The Government hereby recognizes the Assignee as the Assignor's
successor in interest in and to the said license.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
hands and seals this SIXTH day of APRIL 19 93.

<u>OXY USA Inc.</u> Name of Assignor	<u>Westside Operating Partners Limited Partnership</u> Name of Assignee
By: <u>[Redacted]</u> P. N. McGee, Attorney-in-Fact	By: <u>[Redacted]</u> H. S. Washburn, Co-President BreitBurn Energy Corporation General Partner
Witness <u>Michael D. Gooding</u> <u>[Redacted]</u>	<u>R. H. Breitenbach</u>
<u>Contracting Officer</u>	<u>MAY 12 1993</u>

3226

BK M3252 PG 885

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Occidental Petroleum Corporation
5000 Stockdale Highway
Bakersfield, California 93309

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
FOR TITLE INSURANCE & TRUST CO.

50 Min. 3 P.M. JUL 10 1969
Past

RAY E. LEE, Registrar-Recorder

FEE \$ 10 80/128

SPACE ABOVE THIS LINE FOR RECORDER'S USE

6-04058
16-070-221

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PROTECTIVE OIL AND GAS LEASE

Office and Serial Number

Riverside BK M3252 PG 886

R 1956

JAN 14 1969

THIS LEASE, entered into as of January 1, 1969, by and between the United States of America, through the Bureau of Land Management, hereinafter called the lessor, and **Occidental Petroleum Corporation, 5000 Stockdale Highway, Bakersfield, California 93309.**

hereinafter called the lessee, under the supervisory authority of the Secretary of the Interior (40 Op. Atty. Gen. 41), and subject to the provisions of Public Land Order **4270 of September 11, 1967, as amended by Public Land Order 4312 of October 31, 1967.**

WITNESSETH:

Sec. 1. *Rights of lessee.* In consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, the lessor does hereby grant to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits owned by the lessor, except helium gas, in or under the following-described land situated in **Sawtelle Field,**

San Bernardino Meridian

T. 1 S., R. 15 W.,

as more particularly described as Parcels A and B in Exhibit B attached hereto and made a part hereof,

containing **70.58** acres, more or less, for a period of five years and so long thereafter as oil or gas is produced in paying quantities: *Provided, That* this lease shall not be deemed to expire by reason of suspension of operations or production pursuant to any order or consent of the Secretary of the Interior. Except as otherwise provided and subject to the conditions herein specified, the lessee shall have the right to construct and maintain upon the leased lands all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures as may be necessary to the full enjoyment of this lease.

Sec. 1(a) See following Sec. 10.

Sec. 2. The lessee hereby agrees:

(a) *Bonds.* To furnish and maintain at all times as required by the Lessor a bond in the penal sum of \$ **10,000** with approved corporate surety, conditioned upon compliance with the terms of this lease.

(b) *Drilling agreement or unit plan.* Within 30 days of demand to subscribe to and operate under such reasonable communitization or drilling agreement, or under such cooperative or unit plan, embracing all or a portion of the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which agreement or plan shall adequately protect the rights of all parties in interest, including the United States, and which shall modify the terms hereof to the extent provided in such agreement or plan.

(c) *Wells.* To commence the drilling of a well or wells within the time and at such location as may be prescribed in Attachment A which is made a part hereof.

(d) *Rentals and royalties.* (1) To pay annual rentals and royalties on production under this lease as provided in Attachment B which is made a part hereof.

(2) At the option of the Lessor to pay the respective royalties herein provided for in value or in amount of produc-

tion. If paid in value such royalties shall be due and payable monthly on the last day of the month next following the month in which produced. If paid in amount of production the respective royalty products shall be delivered in merchantable condition on the premises where produced without cost to Lessor, unless otherwise agreed to by the parties hereto, at such times and at such shipping point as may be designated by the Lessor, or in the case of crude oil, in such tanks provided by the Lessee as reasonably may be required by the Lessor, but in no event shall the Lessee be required to hold royalty oil or other royalty products in storage beyond the last day of the month next following the month in which produced. The Lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which the Lessee has no control.

(3) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the Lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for

royalty purposes ² the Secretary ³ of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) *Contracts for disposal of products.* To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof, any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided, That* nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to provisions relating to gas waste, the Government's option to purchase gas, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation, and in accordance with the Oil and Gas Operating Regulations.

(f) *Statements, plats, and reports.* At such time and in such form as the Lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amounts used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands and a report with respect to stockholders, investment, depreciation, and costs.

(g) *Well records.* To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the Lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the Lessor when required.

(h) *Inspection.* To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) *Payments.* Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the Lessor, to the order of the United States Geological Survey, such payments to be tendered as directed by the Oil and Gas Supervisor of the Geological Survey.

(j) *Diligence, prevention of waste, health and safety of workmen.* To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Lessor; to carry on all operations in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; to carry out at expense of the Lessee all reasonable orders of the Lessor relative to the matters in this paragraph, and that on failure of the Lessee so to do the Lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the Lessee's expense: *Provided, That* the Lessee shall not be held responsible for delays or casualties occasioned by causes beyond Lessee's control.

(k) *Taxes and wages, freedom of purchase.* To pay when due, all taxes lawfully assessed and levied under the laws

of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the Lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(1) *Equal Opportunity clauses.* During the performance of this contract, the Lessee agrees as follows:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however, That* in the event the Lessee

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of lease or interest therein.* To file with the Lessor within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, such instrument to take effect upon its final approval by the Bureau of Land Management, as of the first day of the month following the date of filing.

(n) *Pipe lines to purchase or convey at reasonable rates and without discrimination.* If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products obtained under a lease or permit granted by the United States.

(o) *Reserved deposits.* To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Overriding royalties.* Not to create overriding royalties or payments out of production in excess of 5 percent on the leasehold or any part thereof or any zone segregated for the computation of royalties without approval by the Lessor.

(q) *Use and protection of property.* To comply with the stipulations governing the use and protection of the leased lands prescribed in Attachment C which is made a part hereof.

(r) *Damage to property.* To pay the Lessor or his tenant, as the case may be, for any and all damage to or destruction of property caused by Lessee's operations hereunder; to save and hold the Lessor harmless from all damage or claims for damage to persons or property resulting from the Lessee's operations under this lease.

(s) *Restoration of surface of land.* Upon any partial or total relinquishment, cancellation, or expiration of lease, Lessee shall, as to that part of the leased land as to which his rights have terminated, and to the extent deemed necessary by the Lessor fill all sump holes, ditches and other excavations, remove or cover all debris, and shall, so far as reasonably possible, restore the surface of the leased land to its former condition.

(t) *Local agent.* To appoint and maintain at all times during the term of this lease an agent upon whom may be served written orders or notices respecting matters contained in this section, and within 15 days after the date of this lease to inform the Oil and Gas Supervisor of the U. S. Geological Survey, in writing, the name and address of such agent. If a substitute agent is appointed, Lessee shall immediately so inform the said official.

(u) *Oil and gas operating regulations.* To comply with and operate in accordance with the provisions of the Oil and Gas Operating Regulations (30 CFR, Part 221), to the extent that

such regulations are not inconsistent with the specific terms hereof.

Sec. 3. The Lessor expressly reserves:

(a) *Easement and rights-of-way.* The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same, and the treatment and shipment of products thereof by or under authority of the Government, its Lessees or Permittees, and for other public purposes.

(b) *Disposition of surface.* The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the extraction and removal of the oil and gas therein.

(c) *Monopoly and fair prices.* Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.* The ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the Lessor elects to take the helium the Lessee shall deliver all gas containing same, or portion thereof desired, to the Lessor at any point on the leased premises in the manner required by the Lessor, for the extraction of the helium in such plant or reduction works for that purpose as the Lessor may provide, whereupon the residue shall be returned to the Lessee with no substantial delay in the delivery of gas produced from the well to the Purchaser thereof. The Lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The Lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

Sec. 4. *Drilling and producing restrictions.* It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreement among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.* The Lessee may surrender this lease, as to all or part of the leased land, by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the Lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable operating regulations and lease terms.

Sec. 6. Purchase of materials etc., on termination of lease. Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the Lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the Lessor on expiration of the 90-day period of such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided, That* the Lessee shall remove any or all of such property where so directed by the Lessor.

Sec. 7. Proceedings in case of default. If the Lessee fails to comply with any of the provisions of the lease or defaults in the performance or observance of any of the terms hereof and such noncompliance or default shall continue for a period of 30 days after service of written notice thereof by the Lessor, this lease may be canceled by the Secretary of the Interior, but this provision shall not be construed to prevent the exercise by the Lessor of any legal or equitable remedy which the Lessor might otherwise have. Upon cancellation of this lease, any casing, material or equipment determined by the Lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the Lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

Sec. 8. Preference of Government to purchase gas. Any executive department of the Government shall have the option to purchase at the market price on the date of sale up to 50 percent, or such greater percentage as may be agreed upon, of the gas produced and saved from the leased premises after 6 months advance notice to the Lessee by the Secretary of the Interior; *Provided,* such gas is not being utilized for repressuring or secondary recovery purposes for the benefit of this lease.

Sec. 9. Heirs and successors in interest. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 10. Unlawful interests. It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, shall hold any share or part in this lease or derive any benefit that may arise therefrom; and that the provisions of Section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, Title 18, United States Code, relating to contracts, shall enter into and form a part of this lease as the same may be applicable.

Sec. 1(a). Pursuant to Lessor's reservation of easements and rights of way under **Sec. 3a of oil and gas lease Los Angeles 0138800**, the Lessee is hereby granted subsurface easements and rights of way through such leasehold as may be necessary for the orderly development of "Parcel A" hereof, subject to any conditions deemed necessary by, and subject to the approval of, the Regional Oil and Gas Supervisor of the Geological Survey having supervision over the operations hereunder.

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IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA

By: 
(Authorized Officer)

Chief, Branch of Lands & Minerals Adjudication

January 16, 1969

(Date)

Witnesses:

Lessee:

OCCIDENTAL PETROLEUM CORPORATION

By:

E. F. REID, Executive Vice President

By:

LE'O T. ADAMS, Assistant Secretary



R. W. Bruce



J. W. Kunou

Oil and Gas Lease R 1956

ATTACHMENT A(c) Wells

1. Lessee shall commence drilling operations within 90 days from the effective date hereof. Lessee shall complete said well on the leased lands to production or abandonment at a depth sufficient to test the formation found productive in wells on lands adjacent to the leased lands. Such operations may be conducted on the leased lands at a surface location on the area described in Attachment C-1, and shown on Exhibit A or from a surface location on lands other than the leased lands.
2. Lessee shall drill and produce such other wells as are necessary to protect the leased lands from drainage, or in lieu of any part of such drilling and production, with the consent of the Regional Oil and Gas Supervisor of the Geological Survey, compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Supervisor.
3. Lessee may elect to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior.
4. Promptly after due notice in writing, lessee shall drill and produce such other wells as the lessor may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.



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ATTACHMENT B(d) Rentals and Royalties

1. Lessee shall pay the lessor, in advance, an annual rental of two dollars per acre or fraction thereof for each lease year which commences prior to a discovery of oil or gas in paying quantities on the leased lands.
2. Lessee shall pay the lessor a royalty of 16-2/3 percent of the amount or value of production obtained and saved from the leased lands.
3. Lessee shall pay the lessor, in lieu of rental, at the expiration of each lease year beginning after a discovery of oil or gas on the leased lands, a minimum royalty of one dollar per acre or fraction thereof, or if there is production, the amount, if any, that such minimum royalty exceeds royalties on production.
4. Prior to a discovery of oil or gas on the leased lands, the lessee shall make rental payments due the lessor to the order of the Bureau of Land Management at the Land Office having jurisdiction over the area in which the leased lands are located.
5. After discovery of oil or gas on the leased lands, the lessee shall make royalty and minimum royalty payments due the lessor to the order of the Geological Survey at the office of the Regional Oil and Gas Supervisor having supervision over the operations hereunder.



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Oil and Gas Lease R 1956

ATTACHMENT C(a) Use and Protection of Property

1. The portion of the surface of the leased lands available for drilling and production facilities shall be limited to the area designated in Attachment C-1, and shown on Exhibit "A".
2. Drilling equipment shall be operated by muffled internal combustion engines or electric motors.
3. During production periods pumping operations shall be conducted by adequately muffled internal combustion engines or electric motors.
4. When pumping is conducted by bottom hole hydraulic pumps, these may be powered by muffled internal combustion engines, provided these are completely enclosed within buildings insulated with sound-deadening materials.
5. The derrick shall be soundproofed with standard materials used at the present time and which are acceptable to the City Fire Chief; drilling operations shall be conducted so as to prevent objectionable noise. Derrick and drilling equipment shall be removed from the wellsite within sixty days after completion of drilling operations.
6. Application shall be made for an Industrial Waste Disposal Permit, and all regulations and requirements of the Air Pollution Control District shall be complied with.
7. Illumination from excess gas-burning standpipes shall be shielded from adjacent properties on which residences are located, or on which Veterans Administration Hospital buildings or other installations are located.
8. The producing wellsite and necessary field storage and production facilities shall be fenced so as to prevent access thereto by unauthorized persons, such fence to be chain link and wood lath fence eight feet in height.
9. Storage and tank facilities shall not exceed the capacity reasonably necessary for producing operations.
10. All sumps shall be fenced so as to prevent access thereto by unauthorized persons, such fence to be chain link or other industrial type fence and not less than six feet in height.

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11. After drilling is completed, the producing wellsite and storage facilities shall be landscaped with trees, shrubbery, and plants to screen the facilities from public view and blend with the surrounding area, and shall be maintained. If buildings are constructed adjacent to the wellsite, the wellsite shall always have an aesthetic design reasonably compatible with the adjacent improvements or changes.
12. Permanent structures and equipment shall be painted in neutral colors so as to blend with the natural surroundings.
13. The yard area shall be maintained in a neat and orderly condition, and so far as practicable all operations conducted on said site and service roads shall be carried on with a minimum of objectionable noise and dust.
14. All pipes laid outside the drilling site in connection with drilling or production operations shall be covered to a depth of not less than one foot. The location of these pipe lines must be approved by the Director of the Veterans Administration Center.
15. Existing water lines and fire hydrants on the drilling and production area must be relocated at the sole cost of the Lessee as directed by the Director of the Veterans Administration Center.
16. All private roads used for ingress and egress to and from the drill site shall be surfaced and maintained during drilling and production operations.
17. Signs shall not be constructed, erected, maintained, or placed on the premises or any part thereof except those required by law or ordinance to be displayed in connection with the drilling or maintenance of the well and those required for public safety.
18. Whenever the operations of the Lessee hereunder are conducted in a manner which in the judgment of the Administrator of Veterans Affairs, or his designate, is inimical to the safety and welfare of the patients of the Veterans Administration Center, the Lessee, upon notice thereof, shall cease and desist such operations immediately. Such operations shall continue suspended until corrective measures satisfactory to the Administrator, or his designate, have been adopted by the Lessee, and in addition, the Lessee, within 60 days from the date of cessation of such operations, shall begin in good faith and with reasonable diligence to take corrective measures acceptable to the Administrator, or his designate, to remedy such operations.



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Oil and Gas Lease R 1956

ATTACHMENT C-1Approximate Description of Drill Site

Starting at the abutment at the southwest corner of the San Diego Freeway and Constitution Avenue 59.75 feet South $54^{\circ}25'$ West to a fence separating the Veterans Administration properties from the Freeway right-of-way, thence 38.2 feet South $54^{\circ}25'$ West, thence 15 feet at a right angle, being North $35^{\circ}35'$ West, to the point of beginning. From the point of beginning 237.3 feet North $29^{\circ}49'$ West, thence 161.9 feet South $54^{\circ}25'$ West, thence 235.1 feet South $35^{\circ}35'$ East, thence 131 feet North $54^{\circ}25'$ East, to the point of beginning: approximately 0.8 acres. (See Exhibit A)



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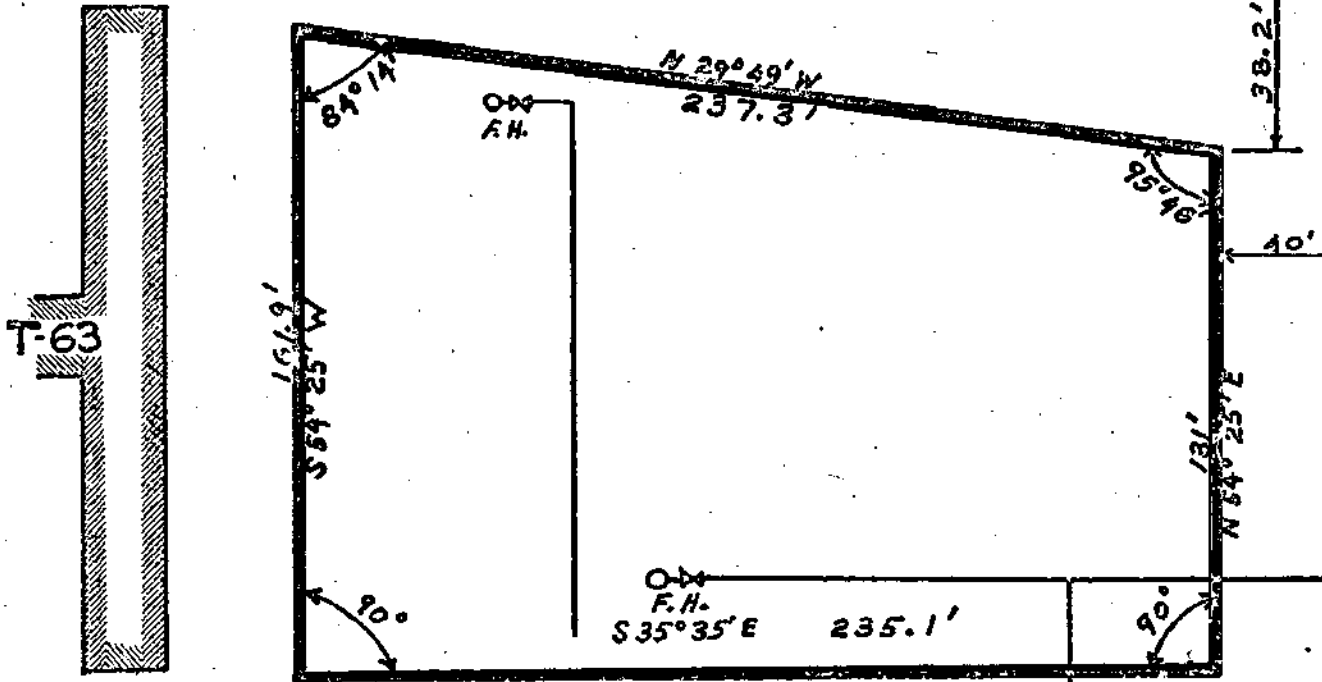
SAN DIEGO

FREEWAY

ABUTMENT

TOE OF BANK

FENCE & WALK



CONSTITUTION AVE

E: S 54° 25'

OILED SURFACE



- DESIGNATED DRILL SITE
SAWTELLE FIELD

SCALE 1" = 40'

EXHIBIT A

[Handwritten Signature]
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EXHIBIT B

Parcel A:

Beginning at the southeasterly corner of lot 1, block 23, said corner being at the intersection of the northeasterly line of said lot 1 and the northwesterly line of Wilshire Boulevard (formerly Sunset Boulevard); thence south seventy-two degrees nineteen minutes thirty seconds west a distance of six hundred and sixty-two and eighty-nine one-hundredths feet along said northwesterly line of Wilshire Boulevard to an intersection with the northeasterly line of Veteran Avenue (formerly Lookout Avenue); Thence north thirty-three degrees eight minutes twenty-five seconds west a distance of seven hundred and thirty-three and eighty-five one-hundredths feet along said northeasterly line of Veteran Avenue to the southwesterly corner of that portion of said lot 2 deeded to the City of Los Angeles for fire station purposes November 15, 1945, in accordance with Public Law 37, Seventy-ninth Congress, approved April 23, 1945; thence north fifty-six degrees fifty-one minutes thirty-five seconds east a distance of one hundred and fifty feet to the southeasterly corner of said portion of said lot 2; thence north thirty-three degrees eight minutes twenty-five seconds west a distance of one hundred feet to the northeasterly corner of said portion of said lot 2; thence south fifty-six degrees fifty-one minutes thirty-five seconds west a distance of one hundred and fifty feet to the northeasterly line of said Veteran Avenue; thence north thirty-three degrees eight minutes twenty-five seconds west a distance of four hundred and fifty-four and thirty-three one-hundredths feet along said northeasterly line to an intersection with the northwesterly line of said lot 2; thence north thirty-seven degrees fifty-seven minutes fifty-four seconds west a distance of one thousand two hundred and sixty-one and forty eight one-hundredths feet along the northeasterly line of Veteran Avenue to a point; thence north seventy-two degrees fourteen minutes twenty-one seconds east a distance of one and sixty-nine one-hundredths feet to a point, said point being the southwest corner of lot 3, block 10, tract 9617, on file in Map Book 134, Pages 78 to 82, inclusive, of the records of the City of Los Angeles; thence north seventy-two degrees nineteen minutes forty-one seconds east a distance of six hundred and fifty-seven and thirty-six one-hundredths feet to the southeasterly corner of lot 11 of said block 10; thence south thirty-five degrees thirty-six minutes twenty-seven seconds east a distance of two thousand five hundred and forty-eight and fifty-four one-hundredths feet along the northeasterly line of lots 4, 3, 2 and 1 of said block 23, to the point of beginning.

Map 134-100

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[Handwritten signature]

Containing approximately 34.88 acres.

70-025	899	898	732	897	896	895	894	893	892	891	890	889	888	887	886	885	884	883	882	881	880	879	878	877	876	875	874	873	872	871	870	869	868	867	866	865	864	863	862	861	860	859	858	857	856	855	854	853	852	851	850	849	848	847	846	845	844	843	842	841	840	839	838	837	836	835	834	833	832	831	830	829	828	827	826	825	824	823	822	821	820	819	818	817	816	815	814	813	812	811	810	809	808	807	806	805	804	803	802	801	800	799	798	797	796	795	794	793	792	791	790	789	788	787	786	785	784	783	782	781	780	779	778	777	776	775	774	773	772	771	770	769	768	767	766	765	764	763	762	761	760	759	758	757	756	755	754	753	752	751	750	749	748	747	746	745	744	743	742	741	740	739	738	737	736	735	734	733	732	731	730	729	728	727	726	725	724	723	722	721	720	719	718	717	716	715	714	713	712	711	710	709	708	707	706	705	704	703	702	701	700	699	698	697	696	695	694	693	692	691	690	689	688	687	686	685	684	683	682	681	680	679	678	677	676	675	674	673	672	671	670	669	668	667	666	665	664	663	662	661	660	659	658	657	656	655	654	653	652	651	650	649	648	647	646	645	644	643	642	641	640	639	638	637	636	635	634	633	632	631	630	629	628	627	626	625	624	623	622	621	620	619	618	617	616	615	614	613	612	611	610	609	608	607	606	605	604	603	602	601	600	599	598	597	596	595	594	593	592	591	590	589	588	587	586	585	584	583	582	581	580	579	578	577	576	575	574	573	572	571	570	569	568	567	566	565	564	563	562	561	560	559	558	557	556	555	554	553	552	551	550	549	548	547	546	545	544	543	542	541	540	539	538	537	536	535	534	533	532	531	530	529	528	527	526	525	524	523	522	521	520	519	518	517	516	515	514	513	512	511	510	509	508	507	506	505	504	503	502	501	500	499	498	497	496	495	494	493	492	491	490	489	488	487	486	485	484	483	482	481	480	479	478	477	476	475	474	473	472	471	470	469	468	467	466	465	464	463	462	461	460	459	458	457	456	455	454	453	452	451	450	449	448	447	446	445	444	443	442	441	440	439	438	437	436	435	434	433	432	431	430	429	428	427	426	425	424	423	422	421	420	419	418	417	416	415	414	413	412	411	410	409	408	407	406	405	404	403	402	401	400	399	398	397	396	395	394	393	392	391	390	389	388	387	386	385	384	383	382	381	380	379	378	377	376	375	374	373	372	371	370	369	368	367	366	365	364	363	362	361	360	359	358	357	356	355	354	353	352	351	350	349	348	347	346	345	344	343	342	341	340	339	338	337	336	335	334	333	332	331	330	329	328	327	326	325	324	323	322	321	320	319	318	317	316	315	314	313	312	311	310	309	308	307	306	305	304	303	302	301	300	299	298	297	296	295	294	293	292	291	290	289	288	287	286	285	284	283	282	281	280	279	278	277	276	275	274	273	272	271	270	269	268	267	266	265	264	263	262	261	260	259	258	257	256	255	254	253	252	251	250	249	248	247	246	245	244	243	242	241	240	239	238	237	236	235	234	233	232	231	230	229	228	227	226	225	224	223	222	221	220	219	218	217	216	215	214	213	212	211	210	209	208	207	206	205	204	203	202	201	200	199	198	197	196	195	194	193	192	191	190	189	188	187	186	185	184	183	182	181	180	179	178	177	176	175	174	173	172	171	170	169	168	167	166	165	164	163	162	161	160	159	158	157	156	155	154	153	152	151	150	149	148	147	146	145	144	143	142	141	140	139	138	137	136	135	134	133	132	131	130	129	128	127	126	125	124	123	122	121	120	119	118	117	116	115	114	113	112	111	110	109	108	107	106	105	104	103	102	101	100	99	98	97	96	95	94	93	92	91	90	89	88	87	86	85	84	83	82	81	80	79	78	77	76	75	74	73	72	71	70	69	68	67	66	65	64	63	62	61	60	59	58	57	56	55	54	53	52	51	50	49	48	47	46	45	44	43	42	41	40	39	38	37	36	35	34	33	32	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
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(2)

PART OF
BLOCK 230
 70-221 PCL. B
U.S. GOVERNMENT R-1956
 70-221 PCL. B
35.70 AC.

CONSTITUTION

AVE

ALTERNATE
 DRILLSITE
 0'59"

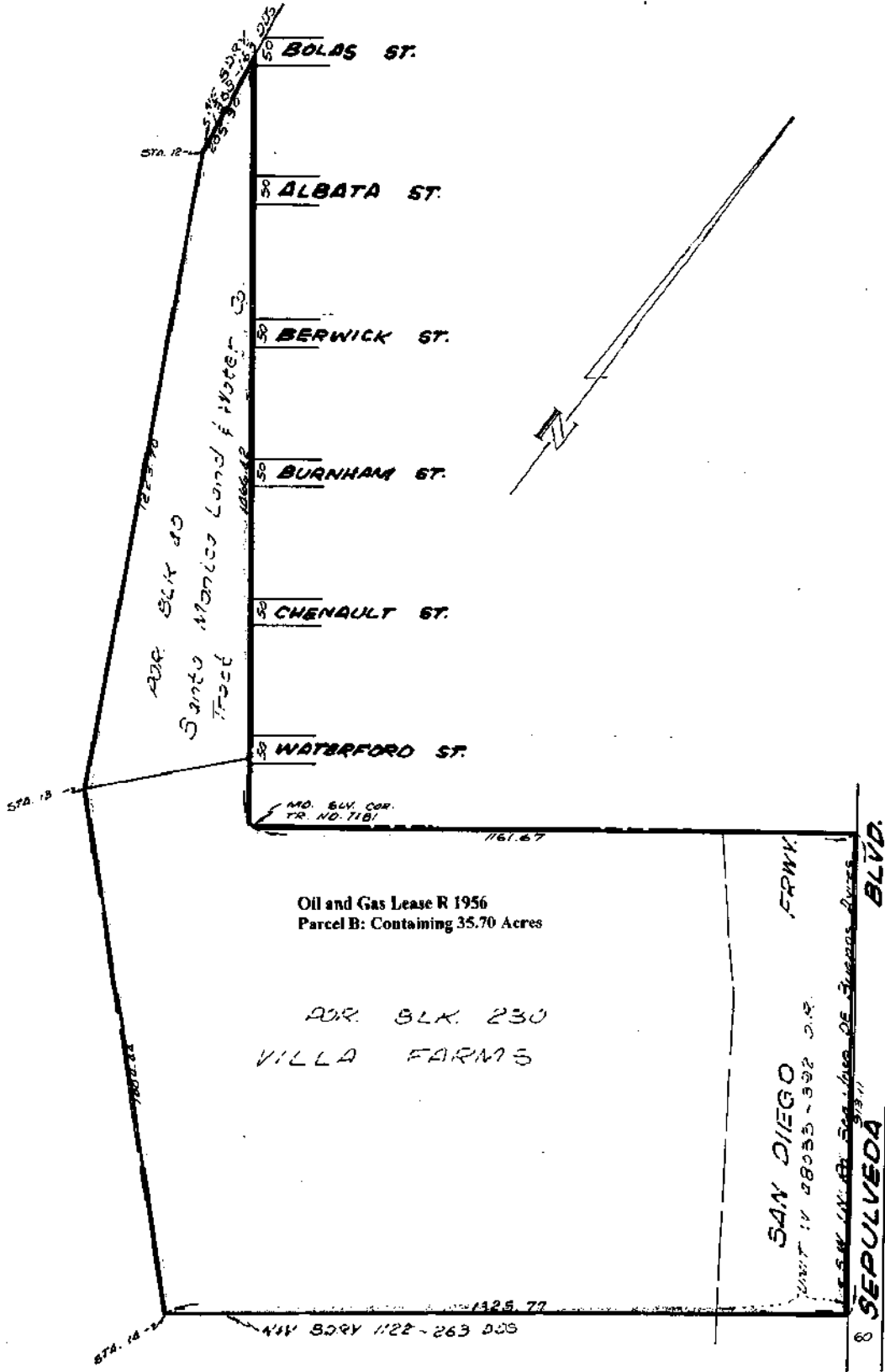
SAWTELLE
 DRILLSITE

35.70 AC

Handwritten signature

L.A. CITY P

PORTION OF BLOCK 400F SANTA MONICA LAND AND WATER COMPANY TRACT



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION BY THE TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN BY OFFICIAL RECORDS.

~~03022~~

0302248

BK M3252 PG 897

Parcel B:

Beginning at the most southerly corner of Tract No. 7181 as shown on the map recorded in book 120 page 79 of Maps, in the office of the county recorder of said county; thence along the southwesterly line of said Tract No. 7181 and its northwesterly prolongation North 35° 32' 45" West 1466.42 feet to the true point of beginning for this description in the boundary line of the land annexed to the City of Los Angeles in the Westgate Annexation on June 14, 1916, as described in Ordinance No. 34124; thence along said boundary line southerly 205.9 feet, more or less, to Station 12 as shown on the map attached to the deed to National Home for Disabled Volunteer Soldiers, recorded on June 5, 1900, as Instrument No. 20 in book 1368 page 167 of Deeds, records of said county; thence still along said boundary line southeasterly 1223.7 feet, more or less, to Station 13 and 1004.44 feet, more or less, to Station 14 as shown on the map attached to said deed; thence still along said boundary line northeasterly 1386 feet, more or less, to the southwest line of block 22 of the Subdivision of Rancho de San Jose de Buenos Ayres recorded in book 26 pages 19 et seq., of Miscellaneous Records, in the office of said county recorder; thence along said southwest line North 35° 30' 00" West 978.65 feet, more or less; thence south 54° 30' 25" West a distance of 1221.50 feet, more or less; thence North 35° 32' 45" West a distance of 1466.42 feet, more or less, to point of beginning.

Containing approximately 35.70 acres.

x

x

x

x

x

x

x

x

x

x

x

x

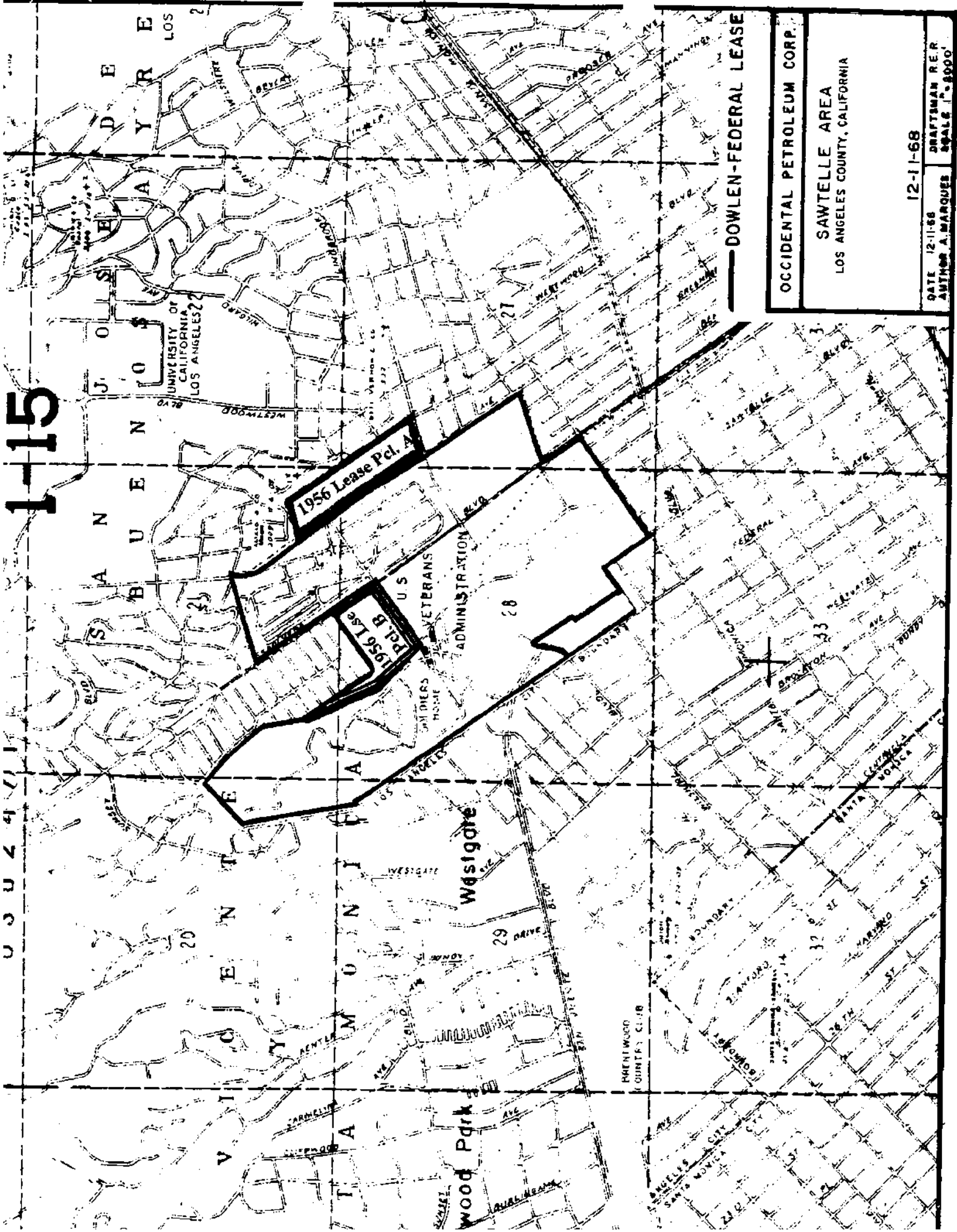
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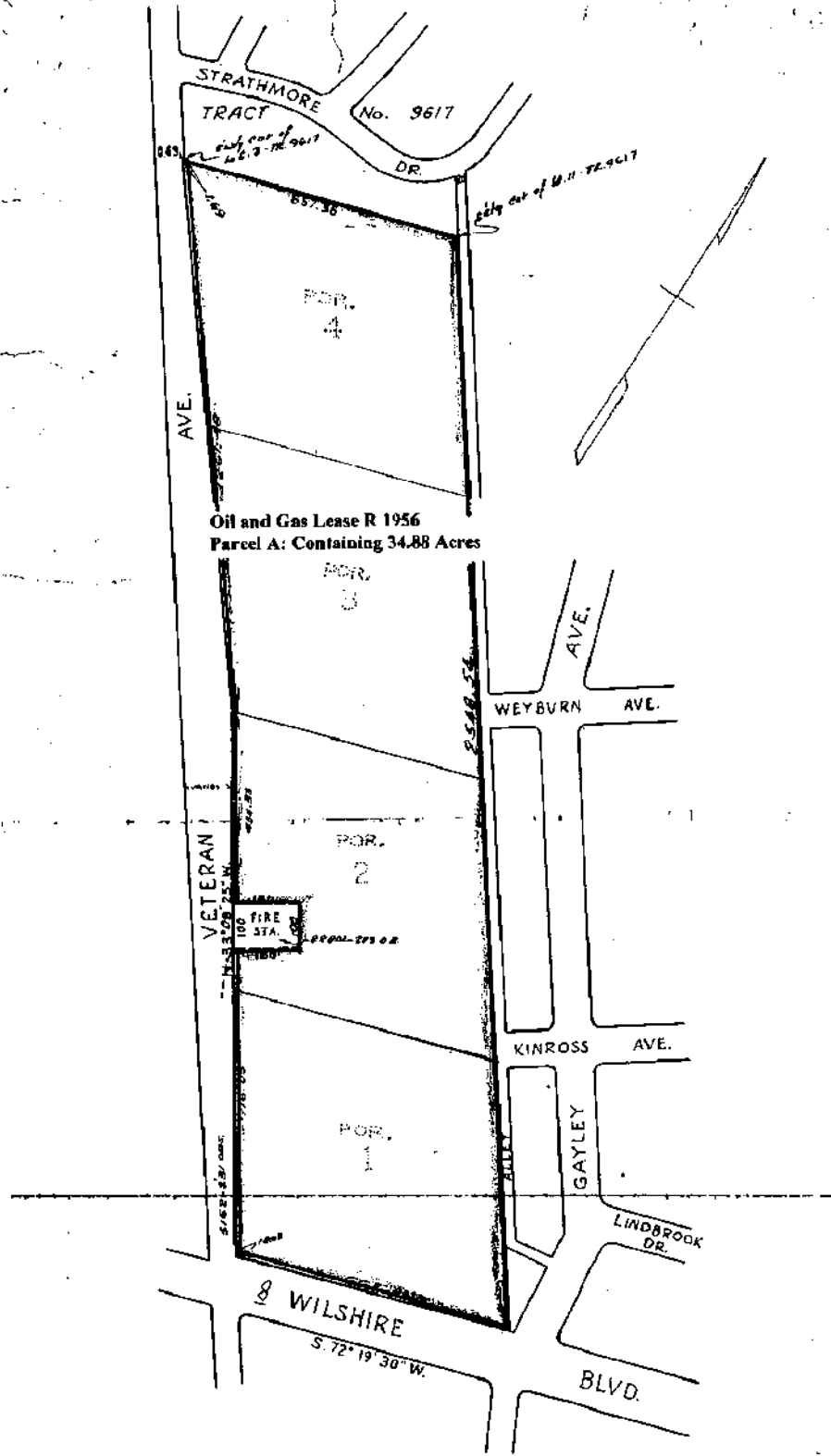
1-15



— DOWLEN-FEDERAL LEASE

OCCIDENTAL PETROLEUM CORP.	
SAWTELLE AREA LOS ANGELES COUNTY, CALIFORNIA	
DATE 12-11-68	DRAFTSMAN R.E.R.
AUTHOR A. MARQUES	
SCALE 1"=800'	
12-11-68	

BLOCK 23, SUBDIVISION OF RANCHO SAN JOSE DE BUENOS AYRES



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS.