

AMENDMENT, REVIVAL AND EXTENSION OF THE REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY AGREEMENT

THIS AMENDMENT REVIVAL, AND EXTENSION OF THE REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY AGREEMENT, hereinafter called (the "Amendment") is entered into and made effective on the 7th day of March, 2017, by and between the Department of Veterans Affairs, licensor as ("VA") and Breitburn Operating LP as ("Licensee").

Recitals

On July 21, 1966 the Department of Veterans Affairs leased a designated surface drilling site, hereinafter called ("Lease Agreement") under the Bureau of Land Management serial lease No. 0138800 to Occidental Petroleum Corporation ("Oxy"), for a three year term to also use the drill site for slant drilling of wells bottomed under land outside of VA property.

After successive three year periods of signing supplemental Lease Agreement's starting on July 14, 1969 and terminating on October 1, 1990, the succession of supplemental agreements was broken, by allowing the Lease Agreement to expire on October 1, 1990.

Whereas on January 1, 1997, the Department of Veterans Affairs and Westside Operating Partners Limited, as successor to Oxy, entered into a Revocable License for Non-Federal Use of Real Property No. 691-97-01-1L (said "License").

Licensee is successor to Westside Operating Partners Limited and continues to occupy and exercise those rights and benefits from use of said drill site.

WHEREAS it is the desire of the parties to extend the primary term of said License; to adopt, ratify, revive, confirm and extend said License; and amend said License; all as hereinafter provided.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and for the purposes of amending and reviving said License, it is now and hereby agreed notwithstanding anything to the contrary in said License as originally executed or as amended by any previous amendment, that:

1. Breitburn Operating LP is substituted as successor licensee under the License in place of Westside Operating Partners Limited.
2. The term of this Amendment (the "Extension Term") shall be extended for a period of 10 years, commencing on March 7, 2017 and expiring March 2, 2027 with one (1) Ten Year Option to extend subject to the mutual written agreement of the parties. Notwithstanding anything to the contrary whether in this License or at law or equity, this License shall at all

times be revocable by either party if the revoking party provides the non-revoking party with not less than twelve (12) months prior written notice after the end of the Extension Term. The VA shall also be permitted to revoke the License if the Licensee fails to comply with the terms and conditions contained herein; if revocation is necessary due to a VA or national security event; or if the Licensee abandons the site for a continuous period that is the lesser of thirty (30) continuous days, or the timeframe and process that is otherwise provided for under California law to constitute an abandonment of the site. Upon revocation of this License or abandonment by the Licensee, at the election of the VA, the Licensee must restore the property within sixty (60) days, to substantially the same conditions as those existing at the time of entry. If the Licensee fails to do so, the VA shall be permitted to pursue any and all rights and remedies available to it under this License and at law and equity.

3. Section 4 of the License shall be deleted in its entirety and is herewith amended to read:

“As material consideration for VA’s cooperation with respect to this Amendment, Licensee agrees that commencing with the execution of this Amendment and continuing throughout the remaining term of this License, to donate a monthly monetary payment to the Disabled American Veterans Los Angeles Chapter (DAV-LA) (whose address is VARO Federal Building, 11000 Wilshire Blvd., Rm. 5227, Los Angeles, CA 90024 and whose telephone number is (310) 477-2530), that is equal to a two and one-half percent (2.5%) overriding royalty on the total gross production of all oil, gas and other hydrocarbons, which are produced from any and all wells drilled under this License. DAV-LA’s use of the aforementioned donated funds shall be solely for the purpose of providing transportation to Veterans on and around the VA Greater Los Angeles Healthcare System campus (“West Los Angeles Campus”) located at 11301 Wilshire Blvd., Los Angeles, CA 90073. Disabled American Veterans' Tax Identification # is 31-0263158.”

4. Licensee shall provide monthly statements to the VA upon written request showing the timing and amount of each monetary donation payment remitted to the DAV-LA. Licensee agrees that VA and/or its contractors or designees shall be permitted with Licensee’s cooperation, to conduct an audit of the revenues and corresponding payments relating to such monetary donation payments from Licensee to DAV-LA, within fourteen days after issuance of a written letter from VA’s Contracting Officer to Licensee. The VA shall be permitted via a letter from the VA Contracting Officer to the Licensee, to require at VA’s discretion either that all or a portion of such monetary donation payments: (a) be temporarily held in suspense for future disbursement as and when VA shall later instruct; or (b) used for an alternative Veteran focused purpose, if any such VA audit reveals that the funds previously remitted from Licensee to the DAV-LA were misused in a manner contrary to the intent of this provision or any applicable rule or law.

Licensee agrees that these monetary donation payments are material to VA’s inducement and cooperation with this Amendment and constitute lawful consideration with respect to Licensee’s related activities on the West Los Angeles Campus, and that such payments properly owed during the term of this License shall survive the termination or expiration of this License, and any such unpaid amounts shall be subject to recovery procedures to the extent permitted under applicable law and equity.

5. Licensee shall have the right to process offsite gas.

6. Section 5 of the License shall be herewith amended to read:

“If to the Licensee:
Land Department
Breitburn Operating LP
707 Wilshire Boulevard, Suite 4600
Los Angeles, CA 90017”

VA hereby agrees and acknowledges that there are no defaults currently under said License, and VA and Licensee do hereby ratify, revive, adopt, confirm and extend said License, and VA does hereby license, let, and demise the licensed land, subject to all the terms, provisions, covenants, and conditions set forth in said License, which are incorporated herein by this reference except as amended above, and further declare that said License, as amended, is a valid and subsisting License and is confirmed to be in good standing and in full force and effect.

All other terms and conditions of the License shall remain in full force and effect.

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

This Amendment may be executed in any number of counterparts with the same force and effect as though all parties signed the same document.

All provisions of the License, except as modified by this Amendment, shall remain in full force and effect.

Notwithstanding anything in this License or elsewhere to the contrary, this agreement shall at all times be subject to applicable Federal, State, and local laws, codes, ordinances, and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of License as of the date and year first written above.

LICENSOR:

U.S. DEPARTMENT OF VETERANS AFFAIRS



Name and Title: Alan Trinh, Contracting Officer

Date: 4/17/17

SUCCESSOR LICENSEE:

BREITBURN OPERATING LP



William W. Weldon, Vice President Land and Attorney-in-Fact *WW*

Date: 4-5-17



Department of
Veterans Affairs

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.
VA262-17-RL-0007

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 Breitburn Operating LP "Breitburn"	3. ADDRESS OF LICENSEE 707 Wilshire Boulevard Suite 4600 Los Angeles, CA 90017
--	---

4. NAME AND ADDRESS OF INSTALLATION U.S. Department Of Veterans Affairs "VA" West Los Angeles Medical Center 11301 Wilshire Boulevard Los Angeles, CA 90073	5. PERIOD COVERED FROM (Month, day, year) 3/07/2017 TO (Month, day, year) 6/30/2018
--	---

6. CONSIDERATION
Breitburn is provided storage space for piping and other oil and gas equipment and materials during the license term while the former Fox Studio's Site "Fox Site" is encumbered by Westside Services LLC's "WSS" Enhanced Sharing Agreement V691S-154 Agreement "WSS Sharing Agreement" which terminates on January 1, 2018 by the Termination Agreement dated January 19, 2017 by and between VA and WSS.

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.). Area "BB" within Lot 29, Sub-Lot C on the West LA Campus, and the Dowlen Drive Site (as needed), and appropriate ingress and egress rights to fulfill the purpose of the license, which are shown in Attachments B and C hereto	7B. EXHIBIT(S) ATTACHED See Attachments B and C depicting Area "BB" within Lot 29, Sub-Lot C, and the Dowlen Drive Site, as well as ingress and egress access
--	--

8. PURPOSE OF LICENSE
To provide Breitburn storage space for piping and other oil and gas equipment and materials on Area "BB" within Lot 29, Sub-Lot C, and the Dowlen Drive Site (as needed), and the ability to secure such space, while the Fox Site is encumbered by the WSS Sharing Agreement.

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.

9. SPECIAL CONDITIONS
In connection with Breitburn's cooperation to relocate to Area BB within Lot 29, Sub-Lot C and the Dowlen Drive Lot (as needed) per this License, as VA winds down its current contract with Westside Services, VA will reimburse Breitburn within 60 days of invoicing for its "at cost" amounts to relocate its piping and other oil and gas equipment and materials, along with any reasonable costs necessary for site preparation, including but not limited to grading and temporary fencing for relocation from the current Constitution Drillsite and to the Fox Site. Breitburn will provide at cost invoices to VA to effectuate such reimbursements from VA and if the VA does not reimburse Breitburn within 60 days of invoicing, Breitburn shall deduct such costs from future royalty payments, whether those royalties are paid directly to the VA or an affiliated entity.

DEPARTMENT OF VETERANS AFFAIRS LICENSOR DATE OF LICENSE (Month, day, year) 4/17/2017	Breitburn Operating LP, LICENSEE DATE ACCEPTED (Month, day, year) 4-5-17
--	--

SIGNATURE(S) OF LICENSOR 	SIGNATURE(S) AND TYPED NAME OF SIGNATORY William W. Weldon
------------------------------	---

ADDRESS OF LICENSOR U.S. Department Of Veterans Affairs West Los Angeles Medical Center 11301 Wilshire Boulevard Los Angeles, CA 90073	TITLE OF SIGNATORY Vice President Land and Attorney-in-Fact TELEPHONE NO. OF LICENSEE (Including Area Code) 213-225-5900
--	---

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

I, Roberta Kass, certify that I am the Secretary of the limited partnership named as licensee herein; that William W. Weldon who signed said license on behalf of the licensee was then an Attorney in Fact of said limited partnership; that said license was duly signed for and on behalf of said limited partnership by authority of its governing body, and is within the scope of its limited partnership powers.

(CORPORATE)
(SEAL)

(Signature)

“GENERAL CONDITIONS”

TO THAT CERTAIN VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY DATED MARCH 03, 2017 BY AND BETWEEN THE U.S. DEPARTMENT OF VETERAN AFFAIRS AND BREITBURN OPERATING LP.

WHEREAS, on December 23, 2016, under the Amendment, Partial Surrender of Surface Rights and Ratification of Protective Oil and Gas Lease dated December 23, 2016 (“BLM R1956 Oil and Gas Lease”), Breitburn agreed to release certain lands controlled by the Department of Veterans Affairs (“VA”) it had a right to under the oil and gas lease with the Bureau of Land Management in exchange for the site located as described in that certain Amendment, Partial Surrender of Surface Rights and Ratification of Protective Oil and Gas Lease as the “Replacement Drill Site” (also known as the former “Fox Site”). This exchange was made at the request of the VA because the VA desires to build a columbarium on the site Breitburn is to vacate and Breitburn is dedicated to honoring those who have fought for the United States.

WHEREAS, the site guaranteed by the VA under the BLM R1956 Oil and Gas Lease is currently being occupied by third parties who will not vacate until December 31, 2017.

WHEREAS, Breitburn is unable to gain access to the Fox Site at this time and is in need of a place to store and conduct its oil and gas operations until such guaranteed and bargained for Replacement Drill Site is unencumbered by third parties.

NOW, THEREFORE, this Revocable License is being offered by the VA as a temporary solution to Breitburn until the Fox Site is ready on January 1, 2018.

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the VA.
- 2. Structures.** The Licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein and described in Block 8 above of the Revocable License.
- 3. Laws and Ordinances.** Notwithstanding anything to the contrary, this license and any underlying privilege granted to the Licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the Licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, or damaged by the Licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the Licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand.
- 6. Indemnification.** The Licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the Licensee of the privilege granted by this license, or any other act or omission of Licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the VA.

8. Operation. The Licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from interfering with the transaction of Government business, or jeopardizing the safety of persons or property.

9. Notice. Any property of the Licensee installed or located on the property affected by this license must be removed within 90 days of written notice from VA, plus any additional time that the parties may agree to in writing, through good faith discussions and cooperation at the end of this Revocable License.

10. Guarantee Deposit. Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the Licensee, except as outlined in Section 7 here and above of these General Conditions and in Block 9 above of the Revocable License.

13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA and Licensee.

14. Nondiscrimination. Any activity, program, or use made of the property by the Licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. The Licensee shall neither transfer nor assign this License, or any part thereof, or Licensee's right in the property, without prior written permission of the VA Contracting Officer having authority to approve such a transfer or assignment. And notwithstanding anything to the contrary whether in this license or at law or equity, this license shall at all times be revocable by either party if the revoking party provides the non-revoking party with not less than twelve (12) months prior written notice. Upon revocation of this license or abandonment by the Licensee, at the election of the Government, the Licensee must restore the property to substantially the same conditions as those existing at the time of entry.

16. Relocation to the Former Fox Site. In the event the Fox Site becomes unavailable after January 1, 2018 for Breitburn's relocation to Replacement Drill Site as agreed to by BLM R1956 Oil and Gas Lease, VA will extend this License until said Fox Site becomes available, however, in no circumstances shall this agreement be construed as a suitable replacement drillsite for said BLM R1956 Oil and Gas Lease. VA hereby confirms its plan to make the Fox Site available to Breitburn on January 1, 2018, and avoid encumbering the Fox Site after January 1, 2018 in any way to prevent Breitburn's future use and enjoyment of the Replacement Drill Site. Furthermore, VA hereby confirms and warrants that if Westside Services is not off the former Fox Studios site by 1/1/2018, then VA shall immediately utilize its rights under law and at equity, to eject Westside Services as soon as possible. VA recognizes that Breitburn is entering into the Revocable License in reliance on the understandings in this Paragraph 16 and that time is of the essence with regards to Breitburn gaining leasehold usage to the Fox Site.

17. Acknowledgment of this Revocable License From Westside Services.

Westside Services has read and understands this Revocable License, and agrees to allow Breitburn to utilize a certain area, with full ingress and egress rights to any such area, located within Lot 29, Sub-Lot C, which area is identified as "BB" in Attachment B hereto, and the Dowlen Drive Site, which area is depicted in Attachment C hereto, under the terms and conditions of this agreement, notwithstanding any other understanding or agreement to the contrary, including the Termination Agreement entered on January 19, 2017, between VA and Westside Services. Westside Services confirms this representation by affixing their name, signature, and related information immediately below:

By (Print Name): Richard Scott

Sign Name: 

Title: Pres

Date: 3-17-17

18. Counterparts. This Revocable License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

Attachment B

(Depiction of Area "BB" within "Lot 29, Sub-Lot C")

**TO THAT CERTAIN VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF
REAL PROPERTY DATED MARCH 03, 2017 BY AND BETWEEN THE U.S.
DEPARTMENT OF VETERAN AFFAIRS AND BREITBURN OPERATING LP.**



Attachment C

(Depiction of "Dowlen Drive Site")

TO THAT CERTAIN VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF
REAL PROPERTY DATED MARCH 03, 2017 BY AND BETWEEN THE U.S.
DEPARTMENT OF VETERAN AFFAIRS AND BREITBURN OPERATING LP.

