

DONATION AGREEMENT
FOR THE PROVIDING OF VETERAN TRANSPORTATION SERVICES
ON AND AROUND THE WEST LOS ANGELES VA CAMPUS
BY AND BETWEEN THE U.S. DEPARTMENT OF VETERANS AFFAIRS AND
THE DISABLED AMERICAN VETERANS, DEPARTMENT OF CALIFORNIA

This Agreement (the “**Agreement**”) is made as of this 12 day of September (the “**Effective Date**”), by and between the U.S. Department of Veterans Affairs (“**VA**” or “**Department**”), whose address is 810 Vermont Avenue NW, Washington, D.C. 20420; and Disabled American Veterans, Department of California (“**DAV-CA**”), whose address is 13733 Rosecrans Ave, Santa Fe Springs, CA 90670. VA, Breitburn, and DAV-CA are sometimes referred to in this Agreement collectively “**Parties**” or individually as a “**Party**.”

In consideration of the mutual covenants and representations herein set forth, the Parties agree as follows:

1. Breitburn Operating LP (Breitburn) is the leaseholder of a Protective Oil and Gas Lease (CARI01956) on VA’s West Los Angeles Campus, which was entered into as of January 1, 1969, by and between the United States of America, through the Bureau of Land Management as Lessor, and Occidental Petroleum Corporation as original Lessee, recorded in Book M3252 at Page 886 of the records of Los Angeles County, State of California (the “**Lease**”).
2. On April 17, 2017, Breitburn entered into an Amendment, Partial Surrender of Surface Rights, and Ratification of the Lease (the “**Amendment**”).
3. Pursuant to Paragraph 6 of the Amendment and as material consideration for VA’s cooperation with respect to the Amendment and Breitburn’s access to and use of a replacement drill site, Breitburn agreed to donate a monthly monetary payment to DAV-CA (the “**Donation**”).
4. Payment of the Donation will commence not later than 30 days after execution of the Amendment, and will continue each month thereafter during the remaining term of the Lease.
5. The Donation amount will be 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 future wells to be drilled under the Amendment, or where such wells are drilled from the replacement drill site but bottom under lands outside of VA property. The Donation amount will be paid monthly, directly to DAV-CA.
6. DAV-CA’s use of the aforementioned donated funds shall be used to provide transportation services to Veterans and their families to and from the VA Greater Los Angeles Healthcare System campus (the “**West Los Angeles Campus**”), located at 11301 Wilshire Blvd., Los Angeles, CA 90073. DAV-CA shall coordinate with VA to solicit and receive input from the Director of the West Los Angeles Campus or their

designee, Veterans and other stakeholders, and develop and publicize such transportation services, with the goal to maximize benefit, convenience, and logistics to Veterans at the West Los Angeles campus.

7. DAV-CA represents and warrants that it is permitted to use Disabled American Veterans, California Rehabilitation Foundation Tax Identification number 23-7161975 for the purpose of this Agreement.
8. After the first year of receiving the Donation, DAV-CA will provide to VA semi-annual reconciliation reports detailing the Donation amounts received and corresponding transportation and other services provided to Veterans and their families on and around the West Los Angeles Campus, in connection with this Agreement.
9. DAV-CA shall ensure that all transportation services are provided in accordance with applicable law and regulations. DAV-CA will hold VA and Breitburn harmless in the provision of DAV-CA's transportation services provided to Veterans on and around the West Los Angeles Campus.
10. All notices, approvals, consent, requests and other communications required by this Agreement shall be sent in writing and directly to the appropriate party listed below:

Points of Contact:

VA: Adrian Castaneda, Administrative Services Manager, 11301 Wilshire Boulevard, Los Angeles, CA 90025; [REDACTED]

DAV-CA: Daniel Contreas, Adjutant/CEO, DAV Department of California; [REDACTED]

Breitburn: Jason Downs, Advanced Landman, 707 Wilshire Boulevard, Suite 4600 Los Angeles, California 90017; [REDACTED]

Each notice shall be deemed received at the earlier of (a) when delivered by hand, (b) forty-eight (48) hours after the same has been deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (c) twenty-four (24) hours after the same has been deposited for overnight delivery with a nationally recognized overnight delivery service which provides tracking and receipt services for such deposited notices, addressed in all cases to the respective party at their addresses set forth above.

11. Miscellaneous Provisions:

- a. No Party will use this Agreement to sell or promote any products or services.

- b. No Party will use the name of any of the other Parties or any of its components, except in factual publicity and with prior approval of such other Party. Factual publicity includes press or other public announcement as to the establishment and progress of transportation to Veterans at the West Los Angeles Campus. Such factual publicity shall neither state nor imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of the other Party. Where the publicity references VA, publicity will be accompanied by a disclaimer to the effect that no VA endorsement exists or is intended.
- c. Each party shall bear its own costs, risks, and liabilities incurred by it arising out of its activities and efforts under this Agreement. Nor can one Party commit the other to any cost, expense, or obligation without the prior written consent of that Party.
- d. The activities contemplated in this Agreement are subject to applicable Federal, State, and local laws, statutes, regulations, and applicable requirements, including completing any necessary due diligence such as but not limited to compliance with the National Environmental Policy Act (“NEPA”); the National Historic Preservation Act (“NHPA”); the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”); and the Federal Tort Claims Act.
- e. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective representatives, successors-in-interest, successors, and assigns.
- f. No provision of this Agreement may be modified, waived, or terminated except in accordance with a written instrument executed by the Parties.
- g. This Agreement may be signed in counterparts, all of which taken together shall constitute one and the same instrument, and each of the Parties hereto may execute this Agreement by signing any such counterpart.
- h. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law. However, nothing contained in this Agreement shall be deemed or construed to constitute a waiver of any right of the United States of America as a sovereign.
- i. Relationship of the Parties. This Agreement does not create the relationship of principal and agent, partnership, joint venture, association or any other relationship between the parties.
- j. The parties neither plan nor contemplate that the activities under this Agreement will involve the sharing or release of any personal information involving

Veterans. No such release of information shall occur without prior written approval of VA and will be subject to applicable law.

IN WITNESS WHEREOF, each of the undersigned have caused its duly authorized representative to execute this Agreement as of the date first written above.

U.S. DEPARTMENT OF VETERAN AFFAIRS:

Signed, sealed and delivered
in the presence of:

U.S. Department of Veteran Affairs:

Unofficial Witness

[Redacted]

Notary Public

[NOTARY SEAL]

My Commission Expires:

12/8/2019

[Redacted]

By:

Name:

Ann R. Brown

Title:

Medical Center Director



DISABLED AMERICAN VETERANS, Los Angeles:

Signed, sealed and delivered

[Redacted]

Unofficial Witness

SEE ATTACHED

Notary Public

[NOTARY SEAL]

My Commission Expires:

JUN 6, 2019

GRANTOR:

Disabled American Veterans, Department of California

By: Daniel Contreras

[Redacted]

By:

Name: Daniel Contreras

Title: CEO-Adjutant

DAY
Department of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

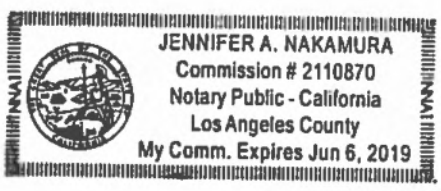
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of LOS ANGELES }

On SEPTEMBER 12, 2017 before me, JENNIFER A. NAKAMURA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DANIEL CONTRERAS
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) upon the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Redacted]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DONATION AGREEMENT

Document Date: 09-12-2017 Number of Pages: 4

Signer(s) Other Than Named Above: U.S. DEPT. OF V.A.

Capacity(ies) Claimed by Signer(s)

Signer's Name: DANIEL CONTRERAS Signer's Name: _____

[X] Corporate Officer - Title(s): CEO-ADJUTANT [] Corporate Officer - Title(s): _____

[] Partner - [] Limited [] General [] Partner - [] Limited [] General

[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact

[] Trustee [] Guardian of Conservator [] Trustee [] Guardian of Conservator

[] Other: _____ [] Other: _____

Signer Is Representing: DAV DEPT. OF C.A. Signer Is Representing: _____