

AMENDMENT

P.R.C. 145.1

WHEREAS, the State of California, acting through the State Lands Commission, hereinafter called State; and Beloil Corporation, Ltd., Lido Petroleum Company and O. C. Field Gasoline Corporation hereinafter called Lessees have heretofore entered into an Agreement designated as State Oil and Gas Lease P.R.C. 145.1 and dated July 3, 1944, whereby the State leased to the Lessees certain tide and submerged land situate in Ventura County; and

WHEREAS by virtue of mesne assignments and transfers with the consent of the State Lands Commission, Petrol Industries, Inc., Beloil Corporation, Ltd., Sexton Corporation, C R A., Inc., and G. L. Rosen, an individual, are present lessees under that State Oil and Gas Lease No. 145, P.R.C.; and

WHEREAS with the consent of the State Lands Commission certain amendments to said lease were made and entered into, to wit:

That letter amendment dated the 26th day of June 1944 which amendment was a condition precedent to the execution of said Lease No. 145, P.R.C. and was made a part thereof and

That amendment dated the 19th day of August 1949; and

That amendment dated April 16, 1964, amending the term of State Oil and Gas Lease P.R.C. 145.1 pursuant to Section 6827 of the Public Resources Code and further amending said lease to conform with subdivisions (a), (b), (c), and (d) of Public Resources Code Section 6873; and

WHEREAS, Paragraph 27 of the aforesaid Agreement provides that said Agreement may be terminated, the provisions changed, altered or amended by mutual consent of the parties; and

WHEREAS, the current Lessees have agreed to the amendment of Section 13 of the lease to provide for a performance bond in favor of the State of California in the penal sum of \$100,000 instead of \$25,000; and

WHEREAS, by reason of the foregoing, it is now the desire of the parties to amend the aforesaid Agreement;

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

Paragraph 13 of said lease now reading as follows:

13. The Lessee shall, at the time of execution of this Lease, furnish and thereafter maintain a good and sufficient bond in favor of the State of California in the penal sum of \$25,000.00 to guarantee the faithful performance by the Lessee of the terms, covenants and conditions of this Lease and of the provisions of Division 6 of the Public Resources Code, Statutes of California, and of the rules and regulations promulgated thereunder.

is hereby stricken and deleted from said lease, and in lieu thereof, the following language is inserted in said lease as Paragraph 13 thereof;

13. The Lessee shall, at the time of execution of this Lease, furnish and thereafter maintain a good and sufficient bond in favor of the State of California in the penal sum of \$100,000 to guarantee the faithful performance by the Lessee of the terms, covenants, and conditions of this lease and of the provisions of Division 6 of the Public Resources Code, Statutes of California, and of the rules and regulations promulgated thereunder, including immediate elimination of any contamination or pollution caused in any manner or resulting from operations under this lease.

In the event of approved placement of filled lands, platforms, or other fixed or floating structures, for development of the area leased hereunder, the Lessee shall also maintain a good and sufficient bond in favor of the State of California in a reasonable amount as specified by the State, but not to exceed fifty (50) per cent of the cost of the filled lands and auxiliary structures, platforms, or other fixed or floating structures, to guarantee the faithful performance by the Lessee of the placement and maintenance of the filled lands, platforms, or other fixed or floating structures and the removal thereof at the request of the State upon the expiration or sooner termination of this lease. At the expiration of this lease or sooner termination thereof, the Lessee shall surrender the premises leased, with all permanent improvements thereon, in good order and condition, or, at the option of the State and as specified by the State, the Lessee shall remove

such structures, fixtures and other things as have been put on the leased lands by the Lessee and otherwise restore the premises, all removal and restoration costs to be borne by the Lessee, subject to the Lessee's right to remove his equipment as provided in the statutes. Notwithstanding any provision of this lease, the Lessee shall have the right to remove any and all drilling and producing platforms and other field development and producing equipment having a re-use or salvage value.

The effective date of this Amendment to the aforesaid Agreement shall be August 28, 1969.

And it is further agreed that all other terms and conditions of State Oil and Gas Lease P.R.C. 145.1 are to remain unchanged and in full force and effect.

This agreement will become binding on the State only when approved by the State Lands Commission and executed on its behalf.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereafter affixed.

LESSEE OR PERMITTEE:*

PETROL INDUSTRIES, INC.

Dudley Tower
Address

Beverly Hills, California 90212

(Seal)

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By [Signature]

1/30/70
Date

BELOIL CORPORATION, LTD.

[Signature]
Address

Inglewood Calif 90304

(Seal)

FILE COPY	
APPROVED:	
Section Head	<u>[Signature]</u>
Legal	<u>[Signature]</u>
A.E.O.	<u>[Signature]</u>

SIXTON CORPORATION

Paul C. Long, President
Address

2016 Pine Hill Drive #3
Walnut Creek Calif 94595

(Seal)

C R A., INC.

E. I. Lindsey
E. I. Lindsey, President

P.O. Box 7305
Address

Kansas City, Missouri

(Seal)

G. L. ROSEN

G. L. Rosen

Address

(Seal)

Approved as to form.

/s/ JFH

FOR: ATTORNEY GENERAL

* In executing this document the following is required:

Corporations.

1. Affixation of Corporate Seal.
2. If box is checked, a certified copy of the resolution or other document authorizing the execution of this agreement on behalf of the corporation.

Individuals.

- Acknowledgment of signature required.
- Acknowledgment of signature not required.

TO 447 C
(Individual)

(TI)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On January 7, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared G. L. Rosen

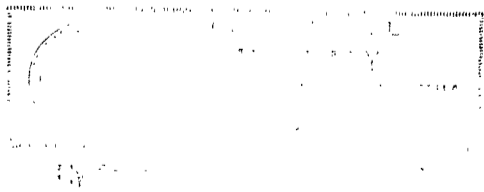
_____, known to me

to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Linda Lay

Linda Lay
Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE