

AMENDMENT

P.R.C. 410.1

WHEREAS, the State of California, acting through the Surveyor General and Pan American Petroleum Company, a California corporation, on the 17th day of April 1929, made and entered into Oil and Gas Lease No. 52 issued pursuant and subject to the terms and provisions of Chapter 303, Statutes of California of 1921; and

WHEREAS, on the 5th day of March 1932, by court order, William C. McDuffie was appointed receiver of Pan American Petroleum Company, a California corporation; and

WHEREAS, on the 23rd day of December 1936, by court order, Richfield Oil Corporation, a Delaware corporation, was named successor in interest to Pan American Petroleum Company, a California corporation, William C. McDuffie, receiver; and

WHEREAS, on the 6th day of August 1937, the assignment by Pan American Petroleum Company, William C. McDuffie, receiver, to Richfield Oil Corporation was approved by the Surveyor General; and

WHEREAS, Oil and Gas Lease No. 52 on the 17th day of April 1949, pursuant to Division 6 of the Public Resources Code and the provisions of Chapter 303, Statutes of California of 1921, was extended and renewed as Oil and Gas Lease Extension and Renewal P.R.C. 410 for a period of ten (10) years under Division 6, Part 2, Chapter 3, of the Public Resources Code, Statutes of California; and

WHEREAS, on April 17, 1959, pursuant to Section 6827 of the Public Resources Code, Statutes of California, the State of California, acting through the State Lands Commission, hereinafter called State; and Richfield Oil Corporation, a

Delaware corporation, hereinafter called Lessee, entered into an Agreement designated as Oil and Gas Lease P.R.C. 410.1, in exchange for State Oil and Gas Lease Extension and Renewal P.R.C. 410 at the same royalty and upon the same terms and conditions as said State Oil and Gas Lease Extension and Renewal P.R.C. 410. The new lease to be for a term of five years and for so long thereafter as oil or gas is produced in paying quantities.

WHEREAS, on January 3, 1966, Richfield Oil Corporation merged into The Atlantic Refining Company, the resultant company being known as Atlantic Richfield Company; and

WHEREAS, Paragraph 27 of the aforesaid lease provides that said lease may be terminated and any of the provisions modified or amended, upon mutual consent in writing of the parties thereof; and

WHEREAS, the current Lessee has agreed to the assignment of Oil and Gas Lease P.R.C. 410.1 to Norris Oil Co.; and

WHEREAS, Norris Oil Co. has agreed to the amendment of Section 14 of the lease to provide for a single bond in favor of the State of California in the penal sum of \$100,000 to cover State Oil and Gas Leases P.R.C. 410.1 and P.R.C. 429.1; and

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

NOW THEREFORE, it is agreed by and between the parties hereto, as follows: Paragraph 14 of said lease now reading as follows:

14. The Lessee shall, at the time of execution of this lease, furnish and thereafter maintain a good and sufficient bond in favor the 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 14 thereof;

14. The Lessee shall, at the time of execution of this Lease Amendment, 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 Leases P.R.C. 410.1 and P.R.C. 429.1, and 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 oil field development and producing equipment having a reuse or salvage value.

The effective date of this Amendment to the aforesaid lease shall be

July 1, 1974 .

And it is further agreed that all other terms and conditions of State Oil and Gas Lease Extension and Renewal P.R.C. 410.1 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\*  
NORRIS OIL CO.

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

By: William F. Wrath  
William F. Wrath, Exec. Vice Pres.

By: [Signature]

By: Thomas B. Hooker  
Thomas B. Hooker, Asst. Secy.

P. O. Box A-1  
Ventura, California 93001  
Address

7/30/79  
Date

(Seal)

Approved as to form.

/s/ RICHARD A. HAFT, JR.

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.

- Acknowledgement of signature required.
- Acknowledgement of signature not required.

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

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

LESSEE\*  
NORRIS OIL CO.

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

By: William F. Wrath  
William F. Wrath, Exec. Vice Pres.

By: [Signature]

By: Thomas B. Hooker  
Thomas B. Hooker, Asst. Secy.

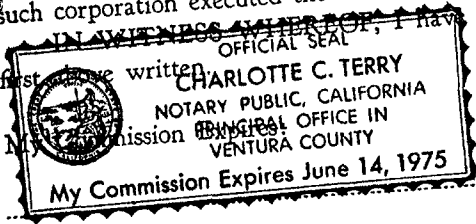
P. O. Box A-1  
Ventura, California 93001  
Address

7/30/79  
Date

STATE OF CALIFORNIA } ss.  
County of VENTURA }

On this 16th day of JULY 1974, before me, the undersigned, a Notary Public in and for the County of Ventura, State of California, personally appeared William F. Wrath known to me to be the Exec. V. President, and Thomas B. Hooker, known to me to be the Asst. Secretary of NORRIS OIL CO., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Charlotte C. Terry  
Charlotte C. Terry  
Notary Public in and for the County of see above State of



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate

- Individuals.
- Acknowledgement of signature required.
  - Acknowledgement of signature not required.

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