

1 STATE LANDS COMMISSION

2 State of California

3 Agreement Amending State Oil and Gas Lease

4 P.R.C. 145.1

5  
6 WHEREAS by virtue of mesne assignments and transfers with the con-  
7 sent of the State Lands Commission, Humble Oil & Refining Company, Beloil  
8 Corporation, Ltd., Neptune Corporation, Sexton Corporation, American Metal  
9 Climax, Inc., and G. L. Rosen, an individual, are present lessees under that  
10 State Oil and Gas Lease No. 145, P.R.C., made and entered into the 3rd day of  
11 July 1944, by and between the State of California, acting by and through the  
12 State Lands Commission, and Beloil Corporation, Ltd., Lido Petroleum Company,  
13 O. C. Field Gasoline Corporation for a term of twenty (20) years; and

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

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

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

20 WHEREAS on the 9th day of October, 1963 and on the 6th day of  
21 December, 1963, an application was made by Humble Oil & Refining Company,  
22 Beloil Corporation, Ltd., Neptune Corporation, Sexton Corporation, American  
23 Metal Climax, Inc., and G. L. Rosen, present lessees under State Oil and Gas  
24 Lease No. 145, P.R.C., to amend the term of said lease pursuant to Sec-  
25 tion 6827 of the Public Resources Code and to further amend said lease to  
26 conform with subdivisions (a), (b), (c), and (d) of Public Resources Code  
27 Section 6873; and

28 WHEREAS the State deems the amendments hereinafter set forth of  
29 said oil and gas lease pursuant to Sections 6827 and 6873 of the Public  
30 Resources Code to be in the best interests of the State and the State Lands  
31 Commission, by resolution duly adopted, has authorized said amendment;

1 NOW, THEREFORE, in consideration of the premises, the State of  
2 California, acting by and through the State Lands Commission, and Humble  
3 Oil & Refining Company, Beloil Corporation, Ltd., Neptune Corporation,  
4 Sexton Corporation, American Metal Climax, Inc., and G. L. Rosen, lessees,  
5 do hereby further amend said lease and do hereby mutually agree as follows:

6 I

7 Paragraphs 21 and 22 of said lease now reading as follows:

8 "21. Each well drilled pursuant to the terms of this lease  
9 shall be drilled in accordance with the rules and regulations now  
10 or which may hereafter be promulgated by the State, only upon  
11 filled lands or shall be slant drilled from an upland or littoral  
12 drill site to and into the subsurface of the tide or submerged  
13 lands covered by this Lease; and on a course and to an objective  
14 approved in writing by the State prior to the commencement of  
15 such drilling. The derricks, machinery, and any and all other  
16 surface structures, equipment, and appliances shall be located only  
17 upon filled lands or upon the littoral lands or uplands, and all  
18 surface operations shall be conducted therefrom.

19 "22. All operations under this lease shall be conducted in  
20 such manner as to prevent pollution and contamination of the  
21 ocean and tidelands or any impairment of and interference with  
22 bathing, fishing, or navigation in the waters of the ocean or  
23 any bay or inlet thereof, and no oil, tar, residuary products  
24 of oil, or any refuse of any kind from any well or works of the  
25 Lessee shall be permitted to be deposited on or pass into the  
26 waters of the ocean or any bay or inlet thereof."

27 are hereby stricken and deleted from said lease, and in lieu thereof, the  
28 following language is inserted in said lease as Paragraph 22 thereof:

29 "22. (a) Each well drilled pursuant to the terms of this lease,  
30 whether from upland, littoral or offshore locations, shall be drilled  
31 in accordance with the rules and regulations now or which may hereafter

1 be promulgated by the State and on a course and to an objective approved  
2 in writing by the State prior to the commencement of such drilling.  
3 Each said well may be drilled or slant-drilled to and into the sub-  
4 surface of the tide or submerged lands covered by this lease from  
5 upland or littoral drill sites owned or controlled by the State or  
6 owned by or available to the Lessee, or from drill sites located  
7 upon any filled lands heretofore or hereafter filled, whether con-  
8 tiguous or non-contiguous to the littoral lands or uplands, or from  
9 any pier heretofore or hereafter constructed, owned by or available  
10 to the Lessee and available for such purpose, or from platforms or  
11 other fixed or floating structures in, on or over the tide or sub-  
12 merged lands covered by this lease or otherwise available to the  
13 Lessee.

14 (b) Pollution and contamination of the ocean and tidelands  
15 and all impairment of and interference with bathing, fishing or  
16 navigation in the waters of the ocean or any bay or inlet thereof  
17 is prohibited, and no oil, tar, residuary product of oil or any  
18 refuse of any kind from any well or works shall be permitted to  
19 be deposited on or pass into the waters of the ocean or any bay  
20 or inlet thereof; provided, however, that this subsection (b) shall  
21 not be deemed to apply to deposit on or passage into said waters of  
22 water not containing any hydrocarbons or vegetable or animal matter.

23 (c) If the Lessee proposes to drill one or more wells from  
24 filled lands, whether contiguous or non-contiguous to the riparian  
25 or littoral lands or uplands, or from any pier or from platforms  
26 or other fixed or floating structures to be constructed for such  
27 purpose, and if permission from any federal or state agency is  
28 legally required in order to construct any such filled land or  
29 structures, the Lessee shall be allowed a reasonable time follow-  
30 ing the execution of the lease within which to secure the neces-  
31 sary permission from such federal and state agencies as shall be

1 legally required, and, upon the securing of such permission, a  
2 further reasonable time, determined with regard to the nature of  
3 the filled lands or structure or structures to be constructed,  
4 within which to commence operations for the drilling of such well  
5 or wells. The drilling term of the lease shall be extended by the  
6 commission by a period equal to such reasonable time to secure such  
7 permission, and, if necessary, to the date to which the time to com-  
8 mence operations for the drilling of such well or wells has been  
9 extended.

10 (d) Any offshore filled lands or structure or structures  
11 constructed for the purpose of drilling pursuant to this Para-  
12 graph 22 shall conform to the rules and regulations of the commis-  
13 sion in effect on February 26, 1964.

14 It is further mutually agreed as follows:

15 1. The signing of this agreement by the parties constitutes  
16 an oil and gas lease between said parties in exchange for said  
17 State Oil and Gas Lease No. 145, P.R.C., at the same royalty and  
18 upon the same terms and conditions as said State Oil and Gas Lease  
19 No. 145, P.R.C., as heretofore and herein above amended which is  
20 incorporated by reference herein and is to be deemed a part hereof  
21 except that the language appearing on page 3 of State Oil and Gas  
22 Lease No. 145, P.R.C., reading as follows:

23 "The term of this lease shall continue for a period of  
24 twenty (20) years from and after the date hereof, but such term  
25 may be thereafter extended upon such terms and conditions and  
26 for such period of time as the State deems for its best interests."

27 is hereby stricken and deleted from said lease and, in lieu thereof, the  
28 following language is substituted:

29 "The term of said lease shall be for a term of five (5) years  
30 from and after February 26, 1964, and for so long thereafter as  
31 oil and gas is produced in paying quantities, or lessee shall be

1 conducting producing, drilling, deepening, repairing, re-drilling  
2 or other necessary lease or well maintenance operations on the  
3 leased land."

4 2. Nothing herein contained shall operate to discharge or  
5 release Lessee, its legal representatives or assigns from the  
6 liabilities heretofore or hereafter arising to fulfill, keep and  
7 promptly perform the terms and conditions contained in said State  
8 Oil and Gas Lease No. 145, P.R.C.

9 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
10 with all formalities required by law as of APR 16 1964.

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

STATE LANDS COMMISSION OF THE  
STATE OF CALIFORNIA

By *[Signature]*  
Executive Officer

18 ATTEST

LESSEE:  
HUMBLE OIL & REFINING COMPANY

By: *[Signature]*  
Its Attorney in Fact

BELOIL CORPORATION, LTD.

By: *[Signature]*

NEPTUNE CORPORATION

By: *[Signature]*  
President

AMERICAN METAL CLIMAX, INC.

By: *[Signature]*  
Attorney-in-Fact

*[Signature]*  
Gerald L. Rosen

SEXTON CORPORATION

By *[Signature]* President

By *[Signature]* Ass't. Sec.

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On this 16<sup>th</sup> day of April, A.D., 1964, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Los Angeles, personally appeared F. J. HORTIG, known to me to be the Executive Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Commission therein named, and acknowledged to me that such Commission executed the within Instrument pursuant to a resolution of its Commissioners.

WITNESS my hand and official seal.

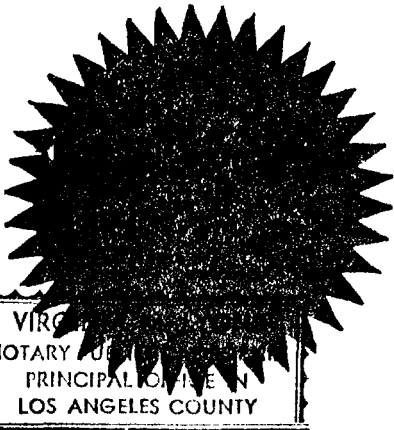
Myrtle Stratton  
MYRTLE STRATTON, Notary Public  
My Commission Expires October 30, 1966  
Name (Typed or Printed)  
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

STATE OF CALIFORNIA )  
County of Los Angeles ) ss.

ON March 19, 1964, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, known to me to be the President, and Robin Willis, known to me to be the Secretary of Beloil Corporation, Ltd. 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.

WITNESS my hand and official seal.

Virginia M. Lyons  
VIRGINIA M. LYONS  
My Commission Expires Sept. 24, 1965  
NAME (TYPED OR PRINTED)  
Notary Public in and for said County and State.



ACKNOWLEDGMENT-CORP.-PRES. & SEC.-WOLCOTTS FORM 226-REV. 6-60

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STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

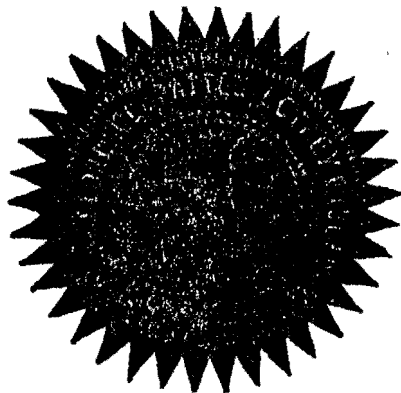
On this 23rd day of March, in the year 1964, before me, Janelle Grogg Hollingshead, personally appeared Don E. Hollingshead, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of American Metal Climax, Inc., and acknowledged to me that he subscribed the name of American Metal Climax, Inc. thereto as principal, and his own name as attorney in fact.

WITNESS my hand and official seal.

Janelle Grogg  
JANELLE GROGG  
(Print, stamp or type name)  
Notary Public in and for said  
County and State

My Commission Expires Aug. 20, 1967

STATE OF CALIFORNIA,  
San Francisco } ss.  
City & County of ~~Los Angeles~~



ON March 19, 1964, before me,  
the undersigned, a Notary Public in and for said County and State, personally appeared  
Louise A. Sullivan, known to me to be the  
President, and Jean C. Lambert, known to me  
to be the Assistant Secretary of Neptune Corporation

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.

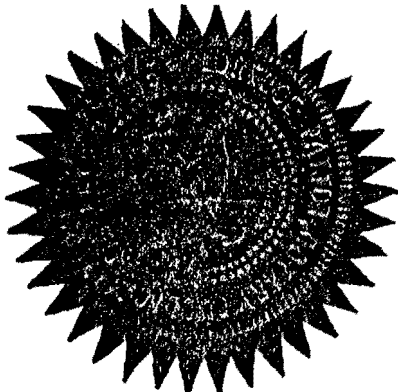
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

*Florence Patton*

Notary Public in and for said County and State.

My Commission Expires July 26, 1964

STATE OF CALIFORNIA,  
San Francisco } ss.  
City & County of ~~Los Angeles~~



ON March 19, 1964, before me,  
the undersigned, a Notary Public in and for said County and State, personally appeared  
Paul C. Lloyd, known to me to be the  
President, and J. G. de Filippo, known to me  
to be the Assistant Secretary of Sexton Corporation

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

*Florence Patton*

Notary Public in and for said County and State.

My Commission Expires July 26, 1964

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_, known to me to be the \_\_\_\_\_ Secretary, of \_\_\_\_\_, 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.

WITNESS my hand and official seal.

(Print, stamp or type name)  
Notary Public in and for said County and State

STATE OF CALIFORNIA

COUNTY OF

On this 12th day of March, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the person whose name Gerald S. Rosen subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

(Print, stamp or type name)  
Notary Public in and for said County and State

N. H. WILSON  
My Commission Expires May 16, 1967

STATE OF CALIFORNIA

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

(Print, stamp or type name)  
Notary Public in and for said County and State

STATE OF CALIFORNIA

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as subscribing witness thereto, who, being duly sworn, deposes and says: That he resides in \_\_\_\_\_ that he was present and saw \_\_\_\_\_

personally known to him to be the same person whose name \_\_\_\_\_ subscribed to the within and annexed instrument, execute and deliver the same; that he acknowledged to affiant that he executed the same and requested affiant to sign as subscribing witness and thereupon affiant subscribed his name thereto as such subscribing witness.

WITNESS my hand and official seal.

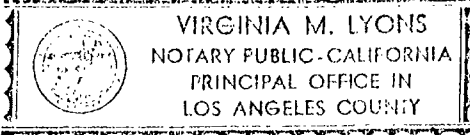
(Print, stamp or type name)  
Notary Public in and for said County and State

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ss.

ON THIS 17th day of March, 1964, before me, the undersigned, a Notary Public in and for said County and State personally appeared J. R. JACKSON, JR., known to me to be the person whose name is subscribed to the within instrument, as the Attorney in Fact of HUMBLE OIL & REFINING COMPANY, a corporation, and acknowledged to me that he subscribed the name of HUMBLE OIL & REFINING COMPANY thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.



(Print, stamp or type name)  
VIRGINIA M. LYONS  
My Commission Expires Sept. 24, 1965

(Print, stamp or type name)  
Notary Public in and for said County and State