



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

Order No.: 131801203KJ
Property: Vacant Land 206-0-231-030
CA

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

Countersigned By:

Authorized Officer or Agent



By:

President

Attest:

Secretary

Visit Us on our Website: www.ctic.com



CHICAGO TITLE COMPANY

ISSUING OFFICE: 500 E. Esplanade Dr, Suite 102, Oxnard, CA 93036

FOR SETTLEMENT INQUIRIES, CONTACT:
Channel Islands Beach Community Services District

- FAX

PRELIMINARY REPORT

Title Officer: Kim Nelson / Jeff Murphy
Email: Kim.Nelson@ctt.com
Phone No.: 805-656-1300
Fax No.: 805-384-2382
Title No.: 131801203KJ

Customer: Erika Davis
Email:
Phone No.:
Fax No.:
Ref. No.:

PROPERTY ADDRESS(ES): Vacant Land 206-0-231-030, , CA

EFFECTIVE DATE: July 19, 2018 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

Fee

2. Title to said estate or interest at the date hereof is vested in:

Oxnard Beach County Water District

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 206-0-231-030

Lot 16 in Block B, Hollywood Beach Tract, in the County of Ventura, State of California, as shown on a Map recorded in Book 13, Page 2 of Maps, in the office of the County Recorder of said County

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.
- 2. There were no taxes levied for the fiscal year 2017-2018 as the property was vested in a public entity (APN 206-0-231-030)
- 3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
 Purpose: Right, privilege and easement for laying, installing, constructing, maintaining and operating, tile, pipe, conduits, drains, ditches, canals and pump plants for drainage purposes only
 Recording Date: January 10, 1919
 Recording No: Book 164, Page 401 of Deeds
 Affects: Said land and other property
- 5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
 Purpose: Public utilities and as reserved by various deeds of record conveying other lots in Hollywood Beach Tract
 Recording Date: May 20, 1927
 Recording No: Book 151, Page 46 of Official Records
 Affects: The rear 5 feet of said land
- 6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

 Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.
- 7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 Granted to: Southern California Edison Company
 Purpose: Public utilities
 Recording Date: January 4, 1951
 Recording No.: Book 972, Page 373 of Official Records
 Affects: The rear 5 feet of said land

EXCEPTIONS

(continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Security Fleet National Bank of Los Angeles
 Purpose: Pipes, conduits, poles, wires and other means of conveying to and from said premises gas, electricity, power, water, telephone and telegraph services and sewage
 Recording Date: December 29, 1961
 Recording No.: Book 2089, Page 457 of Official Records
 Affects: The rear 5 feet of said land

9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

10. An unrecorded oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document

Entitled: Oil and Gas Lease
 Dated: July 1, 1981
 Lessor: John Francis McGrath and Thomas Francis McGrath, Jr., et al
 Lessee: Hamilton Brothers Oil Company
 Recording Date: March 10, 1982
 Recording No.: 23892 of Official Records

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

11. An unrecorded oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document

Entitled: Oil and Gas Lease
 Dated: July 1, 1981
 Lessor: John Francis McGrath and Thomas Francis McGrath Jr., et al
 Lessee: Hamilton Brothers Oil Company
 Recording Date: March 10, 1982
 Recording No.: 23893 of Official Records

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

12. A community oil and gas lease for the term therein provided, executed by the parties herein named, and other parties as owners of other lands described in said lease, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: August 1, 1981
 Lessee: Union Oil Company
 Recording Date: October 21, 1982
 Recording No.: 105325 of Official Records

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

EXCEPTIONS
(continued)

13. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 2.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 3.** A Preliminary Change of Ownership form is required upon a change in ownership of the Land. Section 480 of the Revenue and Taxation Code of the State of California requires that a grantee of real property complete a Preliminary Change of Ownership statement, which is to be filed at the time that a grant deed is recorded. In the event that the statement is not completed and presented at the time of the recording of the deed, the recorder will assess the grantee an additional charge to record the deed.
- Note 4.** Note: When this title order closes and if the Company is handling the loan proceeds through a sub-escrow, all title charges and expenses normally billed will be deducted from those loan proceeds. Title charges and expenses would include Title Premiums, any Tax or Bond advances, Documentary Transfer Tax, Recording Fees, etc.
- Note 5.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 6.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 7.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complain Center:

<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 to 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

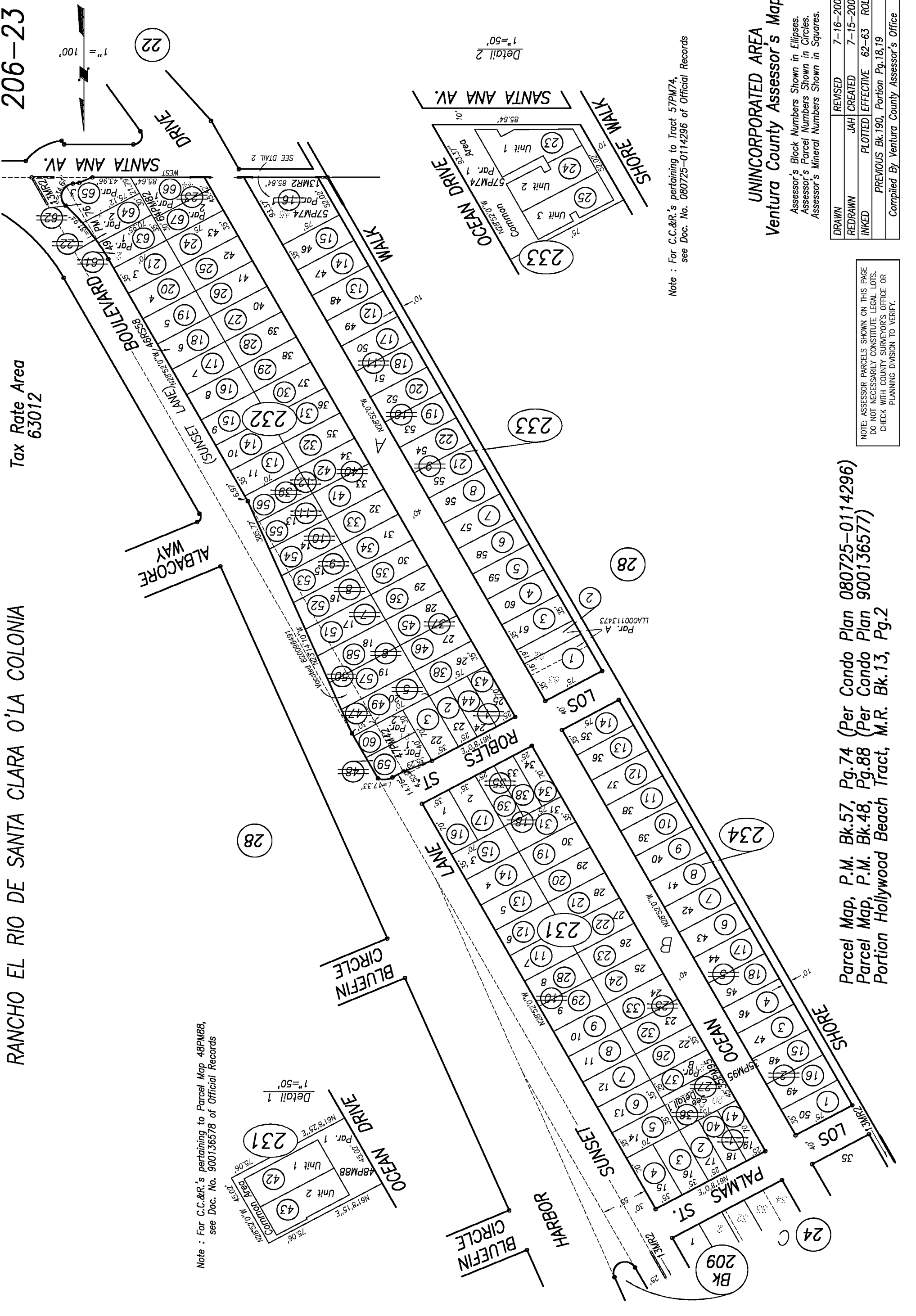
206-23

Tax Rate Area
63012

RANCHO EL RIO DE SANTA CLARA O'LA COLONIA

206-23

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



Note : For C.C.&R.'s pertaining to Parcel Map 48PM88, see Doc. No. 900136578 of Official Records

Detail 1
1"=50'

Detail 2
1"=50'

Note : For C.C.&R.'s pertaining to Tract 57PM74, see Doc. No. 080725-0114296 of Official Records

**UNINCORPORATED AREA
Ventura County Assessor's Map.**

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Mineral Numbers Shown in Squares.

DRAWN	REVISED	7-16-2009
REDRAWN	JAH CREATED	7-15-2008
INKED	PLOTTED EFFECTIVE	62-63 ROLL
	PREVIOUS Bk.190, Portion Pg.18,19	
Compiled By Ventura County Assessor's Office		

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR PLANNING DIVISION TO VERIFY.

Parcel Map, P.M. Bk.57, Pg.74 (Per Condo Plan 080725-0114296)
Parcel Map, P.M. Bk.48, Pg.88 (Per Condo Plan 900136577)
Portion Hollywood Beach Tract, M.R. Bk.13, Pg.2

Roll-Year	10-11	BK. 206 , PG. 23	REVISION LOG
DATE	REFERENCE DOC.	EXPLANATION	VOID A.P.N.(s)
7/16/2009	080725-0114296	Condo Plan	57PM74 Par.1
		Description	206-0-233-160
			RESIDUAL A.P.N.(s)
			NEW A.P.N.(s)
			206-0-233-235 thru-255

Tax Search



Ventura, California
Searched: 206-0-231-030
 Non-Order Search

Tax Year: 2017-2018
 Tax Cover: 07/13/2018
 Searched By: ALEX CERRI
 Searched On: 8/2/2018 11:37 AM

Company: CHICAGO TITLE | OXNARD RESIDENTIAL | 01 | CRN: 00021-00026

APN:	206-0-231-030
Described As:	BLK: B LOT: 16 MAP: 013MR 002
Address:	
City:	UNINCORPORATED - COUNTY OF VENTURA
Billing Address:	353 SANTA MONICA DR OXNARD CA 93035-4473
Assessed Owner(s):	OXNARD BEACH CO WATER DIST
Search As:	Lot 16 of Block B Map 13/2

Tax Rate Area:	63-012	Value	Conveyance Date:	12/29/1961
Use Code:	4830	Land:	Conveying Instrument:	2089/462
WATER COMPANIES, MUTUAL, PRIVATE AND UTILITY; SANITATION COMPANIES		Improvements:	Date Transfer Acquired:	
Region Code:		Personal Property:	Vesting:	
Flood Zone:		Fixtures:	Year Built:	
Zoning Code:		Inventory:	Year Last Modified:	
Taxability Code:				
Tax Rate:		Exemptions	Square Footage	
Bill #:		Homeowner:	Land:	2450
Issue Date:		Inventory:	Improvements:	
		Personal Property:	Tax Defaulted:	
		Religious:	Total Tax:	
		All Other:		
		Net Taxable Value:		

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
Total Balance:						0.00

Open Orders					
Company	Department	Title Unit	Order No.	Date Created	
Chicago Title	Oxnard Subdivision - C&I	77	131801203	07/26/2018	
Chicago Title	Oxnard Residential	77	131801203	07/26/2018	

THE INFORMATION PROVIDED IS A SUMMARIZED SEARCH OF OUR RECORDS. BLACK KNIGHT DOES NOT WARRANT NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN. A FULL/EXTENDED TAX SEARCH IS RECOMMENDED.

*** END OF REPORT ***

SANTA PAULA CEMETERY ASSOCIATION.

THIS INDENTURE WITNESSETH, That the SANTA PAULA CEMETERY ASSOCIATION, a corporation under the laws of the State of California, for and in consideration of the sum of Thirty Dollars, to it paid, hereby Grants unto Mrs. Christie Hughes, that certain lot of land in the Cemetery of the SANTA PAULA CEMETERY ASSOCIATION, situated at Santa Paula, Ventura County, California, described as follows: The 10 by 20 feet Lot 16, Block 4, containing 200 square feet, being in the "Mount. Olive Cemetery", as the same is designated and delineated upon that certain map entitled "Map of Mount Olive Cemetery", surveyed and mapped by W. W. Orcutt, May 28th, 1898. and on file in the office of the Recorder of said County of Ventura,

TO HAVE AND TO HOLD the said premises for burial purposes only, and subject to the rules and regulations, conditions and limitations, provided in the By-laws and Rules of the said SANTA PAULA CEMETERY ASSOCIATION, now or hereafter to be adopted.

IN WITNESS WHEREOF, the said SANTA PAULA CEMETERY ASSOCIATION has caused these presents to be signed for by its President and Secretary, and its corporate seal hereto affixed in the City of Santa Paula, and County of Ventura, State of California, this 15th day of August, 1917.

(Corporate Seal)

THE SANTA PAULA CEMETERY ASSOCIATION,
By.... M. Fagan.....President,
Alex Waldie....Secretary.

STATE OF CALIFORNIA,)
CITY OF SANTA PAULA,) SS.
AND COUNTY OF VENTURA.)

On this 17th day of August, in the year 1917, before me, Kathleen McCargar, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared M. Fagan, known to me to be the President, and Alex Waldie, known to me to be the Secretary of SANTA PAULA CEMETERY ASSOCIATION, the corporation that executed the above instrument, and acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of Santa Paula and County of Ventura, the day and year last above written.

(Notarial Seal)

Kathleen McCargar....Notary Public
in and for the City of Santa Paula,
County of Ventura, State of
California.

Recorded at Request of Mrs. Christie Hughes Jan 8 1919 at 30 min.past 2 o'clock P.M.

J. L. Argabrite, County Recorder.

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THIS INDENTURE, Made this 20th day of December, in the year of our Lord one thousand nine hundred and eighteen, by and between THE PATTERSON RAHCN COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, and having its principal place of business at Oxnard, California, the party of the first part, and DOMINICK McGRATH ESTATE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, and having its principal place of business at Oxnard, California, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Seventy-six Thousand Seven Hundred Sixty-four and 95/100 Dollars (\$76,764.95) gold coin of the United States of America, to it paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain real property, situate, lying and being in the County of Ventura, State of California, and particularly described as follows, to-wit:

Those certain portions of The Patterson Ranch, as said ranch and the several lots thereof are designated and delineated upon that certain map entitled, "Map of a subdivision of The Patterson Ranch, Ventura County, Cal.", and recorded in the office of the County Recorder of said Ventura County in Book 8 of Miscellaneous Records (Maps), at page 1, et seq., which are particularly described as follows:-to-wit:

The West One-half of Lot 5; Lots 6, 7, 8, 9, 10, 11, 12 and 13; the West one-half of Lot 14; Lots 25, 26, 27, 28, 29, 30, 31, 45, 46, 47, 48, 49, 50, 51, 52, 67, 68, 69, 70, 71, 72, 73, 88, 90 and 96; said real property containing 1112.825 acres, more or less.

Excepting and reserving therefrom, however, the South 45.00 feet of said Lot 90; the South 20.00 feet thereof is reserved as and for a public highway and the remaining 25.00 feet thereof has been conveyed to Ventura County Railway Company, a corporation; such excepted portion contains an area of .711 acres and the net area of the real property hereby conveyed is 1112.114 acres.

Subject, however, to the lien of all County and State taxes, for the fiscal year of 1918-19, which the party of the second part, by acceptance of this deed, agrees to pay.

Subject to an easement in favor of the public for a public highway over and along the North 20.00 feet of the West one-half of Lot 14; the North 20.00 feet of Lot 13; the North 20.00 feet of the East 40.00 feet of Lot 12; the East 20.00 feet of Lots 25 and 31; a strip of land 40.00 feet wide extending from the North-east corner of Lot 28, in a Southwesterly direction to a point on the West line of Lot 28 distant 773.1 feet from the Southwest corner of said Lot 28 as shown and located on the map above referred to; the North 20.00 feet of Lots 29, 30 and 31; the South 20.00 feet of Lots 45 and 26; the North 20.00 feet of Lots 51 and 52; the South 20.00 feet of Lot 67; the North 20.00 feet of Lots 70, 71, 72 and 73; and the North 20.00 feet of Lot 96.

Excepting and reserving unto said party of the first part, its successors and assigns: 1st- All tile pipe, conduits and drains and pumping plants now laid, installed or placed in, through or across said land, or any portion thereof;

2nd. The right, privilege and easement to lay, install, construct, maintain and operate tile, pipe, conduits, drains, ditches, and canals and pumping plants for drainage purposes only, in, through, across, on or over said land, or any portion thereof.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and particularly the right to have constructed and maintained for said Lot 90 certain vehicle road crossings (not less than one nor more than two) as provided in that certain Deed dated April 29th, 1918, and recorded in the office of the County Recorder of said Ventura County in Book 163 of Deeds at Page 48, whereby said party of the first part granted and conveyed to Ventura County Railway Company, a corporation, the 25.00 foot strip of land hereinabove excepted from said Lot 90.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever, subject, however, to the exceptions, reservations and conditions hereinbefore contained.

IN WITNESS WHEREOF, THE PATTERSON RANCH COMPANY, a corporation, the party of the first part herein, has hereunto caused its corporate name to be subscribed and its corporate seal to be affixed by Peter Hartveld, its Asst. Treasurer, and R. E. Pierce, its Secretary, the day and year first above written; said officers of said corporation being thereunto duly authorized by a resolution of its Board of Directors, a true copy

of which is recorded in the office of the County Recorder of said Ventura County, in Book 138 of Deeds, at page 436, and which resolution is hereby referred to and is by reference made a part hereof.

(Corporate Seal)

THE PATTERSON RANCH COMPANY,
(a corporation)

U.S.I.R.S. \$77.00 cancelled.

By Peter Hartveld..Its Asst. Treas.
By R. E. Pierce...Its Secretary.

STATE OF CALIFORNIA,)
COUNTY OF VENTURA.) SS.

On this 20th day of December, in the year of our Lord one thousand nine hundred and ~~eighteen~~ before me, Henry C. Downes, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared Peter Hartveld, known to me to be the Assistant Treasurer, and R. E. Pierce, known to me to be the Secretary of THE PATTERSON RANCH COMPANY, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County and State, the day and year in this certificate first above written.

(Notarial Seal)

Henry C. Downes...Notary Public
in and for said County of Ventura,
State of California.

Recorded at Request of Grantee Jan 8 1919 at 5 min.past 3 o'clock P.M.

J. L. Argabrite, County Recorder.

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TRUSTEE'S DEED UPON SALE

THIS INDENTURE, made this 6th day of January, 1919, between TITLE INSURANCE AND TRUST COMPANY, a corporation, of the City of Los Angeles, California, Trustee as hereinafter stated, part of the first part, and

WILLIAM S. MAHAN and EMMA M MAHAN, AS JOINT TENANTS WITH

THE RIGHT OF SUIVIVPRSHIP.

parties of the second part, WITNESSETH:

WHEREAS, William S. Mahan and Emma M. Mahan, his wife did grant and convey to Title Insurance and Trust Company, as Trustee, upon the trusts expressed in that certain Declaration of Trust, dated February 9, 1917, known and designated in the files and records of said Title Insurance and Trust Company, as Trust Number 3919, the property therein and hereinafter described, to secure, among other things, the payment by California Oil Development Syndicate, a corporation, named as the Beneficiary in said said Trust, of \$24,000.00, with interest thereon from January 2, 1917, at the rate of six per cent per annum, payable quarterly, or compound, to William S. Mahan and Emma M. Mahan, husband and wife, as Joint Tenants with the right of survivorship, named as Payee in said Trust; and

WHEREAS, said Declaration of Trust provided that in the event any portion of said debt secured thereby, either principal or interest, remains unpaid July 3, 1918, thereby constituting a default under the terms thereof as therein provided, and should such default continue for a period of sixty (60) days, then the said Trustee there under, on demand by the said Payees, or of the survivor of them, and without demand on said Beneficiary or any other person for the payment of any sum so then unpaid, should sell the property then held thereunder, or such part or parts thereof as, in its discretion, it should deem necessary to sell in order to accomplish the objects of said Trust; and

THEREAS, under the terms of said Declaration of Trust, default was made in this that the principal sum of said debt, to-wit: \$24,000.00, was not paid when due; that said default continued for more than sixty days; that said principal sum and interest thereon from January 2, 1917, continued to be and remained unpaid until the date of sale hereinafter referred to; and

WHEREAS, William S. Mahan and Emma M. Mahan, Payees as aforesaid, did on the 4th day of November, 1918, in writing, declare that default had been made as aforesaid, and elected to, and did then, declare all unpaid sums secured thereby to be

GRANT DEED

GRANTOR - PACIFIC-SOUTHWEST TRUST & SAVINGS BANK

GRANTEE - CHARLES C. HELLER

PACIFIC-SOUTHWEST TRUST & SAVINGS BANK, a corporation organized under the laws of the State of California, and having its principal place of business at Los Angeles, California, in consideration of TEN and 00/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, does hereby Grant to CHARLES C. HELLER, a married man, all that real property situate in the County of Ventura, State of California, described as follows:

LOTS EIGHTEEN (18) AND NINETEEN (19) in BLOCK "B", of "Hollywood Beach" Tract, as per map recorded in Book 13, Pages 2, et seq., of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

Reserving unto the Grantor, its successors and assigns an easement and right of way over the rear five (5) feet of said premises for the construction, maintenance and operation therein and thereon of pipes, conduits, poles, wires and other means of conveying to and from said premises gas, electricity, power, water, telephone and telegraph service and sewerage for the lots in said Tract, together with the right of entry therein and thereon for any and all of such purposes.

Subject to easements, rights of way, and rights and interests in all the tile, pipes, conduits and drains and pumping plants now laid, installed or placed in, through or across said land, or any portion thereof, reserved in Deeds of Record.

Subject to all taxes for the fiscal year 1927- 1928.

This conveyance is made subject to the following express covenants, conditions and restrictions, which shall apply to and bind the Grantee, his heirs, devisees, executors, administrators, lessees, successors and assigns, and which are as follows, to-wit:

I. That the lots in the "Hollywood Beach" Tract are hereby restricted to residential purposes only, except that Lots 15, 16, 17, 18, 19, 20, 50, 51 and 52 in Block "F", Lots 1 to 62, inclusive, in Block "G", and Lots 1, 2, 3, 33, 34, 35, 36, 37 and 38 in Block "H", are hereby designated as "Business Lots" and may be used for any lawful business purposes.

II. That all buildings erected, constructed or moved upon said premises shall not be built or located nearer than five (5) feet to the front line of said lot or lots and that said building or buildings shall not be built or located nearer than four (4) feet to the side line of the said lot or lots, provided, however, at the option of the purchaser or owner of lots in said Tract a building or buildings may be erected or constructed thereon covering more than one (1) of the lots in said Tract, and in which event the restrictions as to the set-back lines on the side lines of said lots with relation to such buildings shall apply only to the exterior boundaries of said property as a whole. Provided, that as to said Lots 15, 16, 17, 18, 19, 20, 50, 51 and 52 in Block "F", and Lots 1 to 62, inclusive, in "Block "G", and Lots 1, 2, 3, 33, 34, 35, 36, 37 and 38 in Block "H", the conditions and restrictions herein contained in this paragraph shall be of no effect.

III. That all toilets shall be connected with a cesspool or septic tank and no outside vaults shall be allowed or permitted on said Tract.

IV. That all buildings shall be painted or stained as to their exterior surfaces as soon as completed.

V. That all fences erected on the front or back lines of the lots in said Tract shall be constructed of wire fencing.

VI. That no livestock except chickens or pets shall be allowed or permitted on said Tract.

VII. That no objectional advertising signs shall be erected, maintained or permitted on said Tract.

VIII. That no lot in said Tract or any part thereof shall be sold conveyed, rented or leased to any person not of the White or Caucasian race and that said premises shall not be used or occupied or be permitted to be used or occupied by any person not of the White or Caucasian race except such as are in the employ of the owners or tenants of said lots residing thereon.

PROVIDED, that each and all of the foregoing conditions and restrictions contained in paragraphs numbered 1 to 7 inclusive shall in all respects terminate and end and be of no further effect either legal or equitable after June 1st, 1934, and that the conditions and restrictions contained in paragraph 8 shall be perpetual and binding forever upon the Grantee, his heirs, devisees, administrators, executors, lessees, successors or assigns.

PROVIDED FURTHER, that a breach of the foregoing conditions shall cause said realty to revert to the said Grantor, or its successors in interest, each of whom respectively shall have the right of immediate re-entry upon said realty in the event of such breach; and, as to the owners of any lot or lots in said Tract, the foregoing conditions and restrictions shall operate as covenants running with the land; and the breach of any such covenant, or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by such Grantor or its successors or assigns, or by any such owners, their heirs, devisees, executors, administrators, successors or assigns.

PROVIDED, ALSO, that a breach of the foregoing conditions, or any re-entry by reason of any such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said realty or any part thereof; but said conditions and restrictions shall be binding upon and effective against any owner of said realty, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

IT IS UNDERSTOOD AND AGREED that the foregoing conditions and restrictions are a part of a general plan for the improvement of said "Hollywood Beach" Tract, which plan contemplates that all of the lots in said Tract shall be used for residence purposes only, and that said conditions and restrictions are for the benefit of said Tract, and each and every parcel of land therein, and shall inure to and pass with said Tract, and each and every parcel of land therein, and are hereby imposed upon the premises covered by this conveyance as a servitude in favor of said Tract, and each and every parcel of land therein as the dominant tenement or tenements.

Provided, however, that the lots enumerated in paragraph One (1) herein, may be used for business purposes as provided in said paragraph.

IT IS UNDERSTOOD AND AGREED that the foregoing conditions and restrictions are subject to any and all ordinances of the city in which the within property is located, or by any governmental or public agency creating or dealing with zones and prescribing the classes of buildings, structures and improvements

in said zones and the use thereof.

IT IS EXPRESSLY AGREED and understood by and between the parties hereto that in the event any covenant or condition herein contained is invalid or is held to be invalid or void by any Court of competent jurisdiction, such invalidity or voidness shall in no way affect any valid covenant or condition herein contained.

It is an express condition of this conveyance that the Grantor herein shall not be responsible or liable for any promise, representation, agreement, condition or stipulation not set forth herein.

IN WITNESS WHEREOF, said Pacific-Southwest Trust & Savings Bank has hereunto affixed its corporate name and seal by its Vice President and Assistant Secretary, thereunto duly authorized, this 8th day of April, 1927.

PACIFIC-SOUTHWEST TRUST & SAVINGS BANK

By - J. D. Carson, Vice President

(Corporate Seal)

Attest - S. C. Baxter, Assistant Secretary

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES. } ss.

On this 19th day of April, A. D. 1927, before me, Carolyn F. Erhardt, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and qualified, personally appeared J. D. Carson, known to me to be the Vice President and S. C. Baxter, known to me to be the Assistant Secretary of the Pacific-Southwest Trust & Savings Bank, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Carolyn F. Erhardt...Notary Public in and for Los Angeles County, California.

(Seal)

My Commission Expires June 18, 1930.

RECORDED AT REQUEST OF DR. CHAS. C. HELLER, MAY 20, 1927, at 45 min. past 10 A. M.

R. N. HAYDON, RECORDER

By - Marjorie Cagnacci, Deputy

No.4817.

MC.

-----oOo-----

COMPARED

GRANT OF EASEMENT
(Corporation)

THE GRANTOR, ~~Security-First National Bank of Los Angeles, as Trustee under its Declaration of Trust D-712, a national banking association,~~ hereby grants to ASSOCIATED TELEPHONE COMPANY, LTD., a corporation, and SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, their respective successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove, in, on, under, across, along and over the real property hereinafter described, situated in the County of Ventura, State of California, an electric line consisting of poles, necessary guys and anchors, crossarms, braces, wires, conduits, cables and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, communication and/or other purposes.

Said real property is described as follows:

The rear 5 feet of Lots 1 to 63, inclusive, in Block A;
The rear 5 feet of Lots 1 to 50, inclusive, in Block B;
The rear 5 feet of Lots 1 to 50, inclusive, in Block C;
The rear 5 feet of Lots 1 to 50, inclusive, in Block D;
The rear 5 feet of Lots 1 to 50, inclusive, in Block E;
The rear 5 feet of Lots 1 to 52, inclusive, in Block F;
The rear 5 feet of Lots 1 to 61, inclusive, in Block G;
The rear 5 feet of Lots 1 to 52, inclusive, in Block H;
The rear 5 feet of Lots 1 to 73, inclusive, in Block I;
All in Hollywood Beach as per map recorded in Book 13, at Pages 2 to 5, inclusive, of maps, in the office of the County Recorder of said Ventura County, California.

THE GRANTEEES, their respective successors and assigns, and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, said Grantor has caused its corporate name ~~Security-First National Bank of Los Angeles~~ to be affixed hereto and this instrument to be executed by its Vice President and Asst. Trust Officer ~~Secretary~~, thereunto duly authorized, this 22nd day of August, 1950.

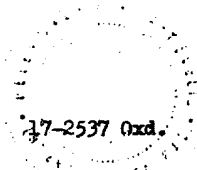
Security-First National Bank of Los Angeles
as Trustee under its Declaration of Trust D-712
~~Security-First National Bank of Los Angeles~~

By _____

Vice President

And _____

Asst. Secretary Trust Officer

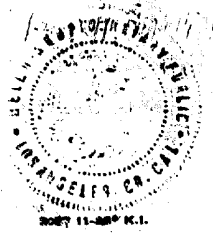


BOOK 972 PAGE 374

STATE OF CALIFORNIA,

County of Los Angeles } ss.

On this 14th day of December, A. D. 1950, before me Helen Skupio, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared Ray M. Bartee known to me to be the Vice-President, and T. W. Ferine



known to me to be the Assistant Trust Officer of the SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, the National Banking Association that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the same. as such Trustee. Witness my hand and official seal.

Helen Skupio
Notary Public in and for said County and State.

THIS SPACE FOR RECORDER'S USE ONLY

AFTER RECORDATION PLEASE RETURN TO
ASSOCIATED TELEPHONE COMPANY, LTD.
1314 Seventh Street
Santa Monica,
California

GENERAL CORPORATION

STATE OF CALIFORNIA } ss.
COUNTY OF

On this _____ day of _____, 19____, before me _____, 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 and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

WITNESS MY HAND and official seal, the day and year in this certificate first above written.

SEAL

Notary Public in and for
Said County and State

180

RECORDED AT REQUEST OF
Associated Telephone Co. Ltd
AT 32 MIN. PAST 7:00 P.M.

JAN - 4 1951

Book 972 Official Records p. 373
VENTURA COUNTY, CALIFORNIA

John A. ...
FEB 1 1951

BOOK 972 PAGE 374

3500

Grant Deed

~~WELLS FARGO NATIONAL BANK OF LOS ANGELES, a National Banking Association,
PLAZA DE CALIFORNIA TRUST & SAVINGS BANK, a corporation organized
under the laws of the State of California, and having its principal place of business at Los
Angeles, California, in consideration of TEN and 00/100 (\$10.00)~~

Dollars,

the receipt of which is hereby acknowledged, does hereby
Grant to HOLLYWOOD BEACH MUTUAL WATER COMPANY, a California Corporation,

608239-P

all that real property situate in the County of Ventura, State of California, described as follows:

ALL OF LOT SIXTEEN (16) in BLOCK "B"

of "Hollywood Beach" Tract, as per map recorded in Book 13, Pages 2, et seq., of Miscellaneous Records (Maps), in the office of the County Recorder of said County, ~~LESS THE
SEVEN (7) FEET THEREOF.
TO BE GIVEN TO THE
MUTUAL WATER COMPANY TO BE HEREAFTER FORMED.~~

Reserving unto the Grantor, its successors and assigns an easement and right of way over the rear five (5) feet of said premises for the construction, maintenance and operation therein and thereon of pipes, conduits, poles, wires and other means of conveying to and from said premises gas, electricity, power, water, telephone and telegraph service and sewerage for the lots in said Tract, together with the right of entry therein and thereon for any and all of such purposes.

Subject to easements, rights of way, and rights and interests in all the tile, pipes, conduits and drains and pumping plants now laid, installed or placed in, through or across said land, or any portion thereof, reserved in Deeds of Record.

Subject to a perpetual easement and right of way heretofore granted for private road purposes over a strip of land seven (7) feet in width along the easterly boundary line of the property described herein.

Subject to the lien of all unpaid taxes, assessments, bonds and liens for street improvements of all kinds and other public improvements and to all existing restrictions, reservations, conditions, easements, rights of way and encumbrances of record.

Subject to

~~transfer the same by deed to the Mutual Water Company.~~

This conveyance is made subject to the following express covenants, conditions and restrictions, which shall apply to and bind the Grantee, its

heirs, assigns, successors and assigns, and which are as follows, to-wit:

I. That the lots in the "Hollywood Beach" Tract are hereby restricted to residential purposes only, except that Lots 15, 16, 17, 18, 19, 20, 50, 51 and 52 in Block "F," Lots 1 to 62, inclusive, in Block "G," and Lots 1, 2, 3, 33, 34, 35, 36, 37 and 38 in Block "H," are hereby designated as "Business Lots" and may be used for any lawful business purposes.

II. That all buildings erected, constructed or moved upon said premises shall not be built or located nearer than five (5) feet to the front line of said lot or lots and that said building or buildings shall not be built or located nearer than four (4) feet to the side line of the said lot or lots, provided, however, at the option of the purchaser or owner of lots in said Tract a building or buildings may be erected or constructed thereon covering more than one (1) of the lots in said Tract, and in which event the restrictions as to the set-back lines on the side lines of said lots with relation to such buildings shall apply only to the exterior boundaries of said property as a whole. Provided, that as to said Lots 15, 16, 17, 18, 19, 20, 50, 51 and 52 in Block "F," and Lots 1 to 62, inclusive, in Block "G," and Lots 1, 2, 3, 33, 34, 35, 36, 37 and 38 in Block "H," the conditions and restrictions herein contained in this paragraph shall be of no effect.

III. That all toilets shall be connected with a cesspool or septic tank and no outside vaults shall be allowed or permitted on said Tract.

IV. That all buildings shall be painted or stained as to their exterior surfaces as soon as completed.

V. That all fences erected on the front or back lines of the lots in said Tract shall be constructed of wire fencing.

VI. That no livestock except chickens or pets shall be allowed or permitted on said Tract.

VII. That no objectionable advertising signs shall be erected, maintained or permitted on said Tract.

VIII. That no lot in said Tract or any part thereof shall be sold conveyed, rented or leased to any person not of the White or Caucasian race and that said premises shall not be used or occupied or be permitted to be used or occupied by any person not of the White or Caucasian race except such as are in the employ of the owners or tenants of said lots residing thereon.

PROVIDED, that each and all of the foregoing conditions and restrictions contained in paragraphs numbered 1 to 7 inclusive shall in all respects terminate and end and be of no further effect either legal or equitable after June 1st, 1934, and that the conditions and restrictions contained in paragraph 8 shall be perpetual and binding forever upon the Grantee, its heirs, assigns, successors or assigns.

PROVIDED FURTHER, that a breach of the foregoing conditions shall cause said realty to revert to the said Grantor, or its successors in interest, each of whom respectively shall have the right of immediate re-entry upon said realty in the event of such breach; and, as to the owners of any lot or lots in said Tract, the foregoing conditions and restrictions shall operate as covenants running with the land; and the breach of any such covenant, or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by such Grantor, or its successors or assigns, or by any such owners, their heirs, devisees, executors, administrators, successors or assigns.

PROVIDED, ALSO, that a breach of the foregoing conditions, or any re-entry by reason of any such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said realty or any part thereof; but said conditions and restrictions shall be binding upon and effective against any owner of said realty, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

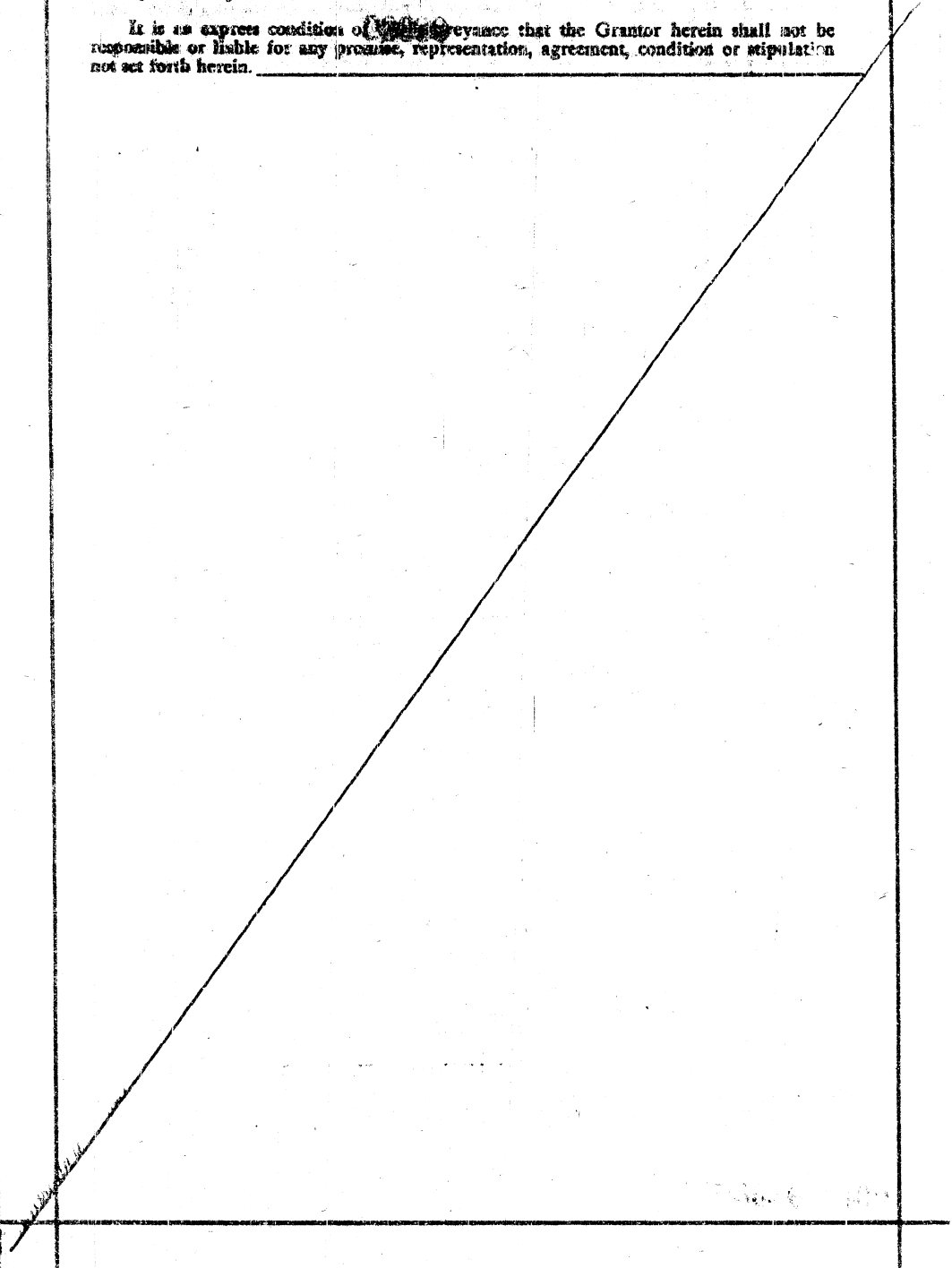
IT IS UNDERSTOOD AND AGREED that the foregoing conditions and restrictions are a part of a general plan for the improvement of said "Hollywood Beach" Tract, which plan contemplates that all of the lots in said Tract shall be used for residence purposes only, and that said conditions and restrictions are for the benefit of said Tract, and each and every parcel of land therein, and shall inure to and pass with said Tract, and each and every parcel of land therein, and are hereby imposed upon the premises covered by this conveyance as a servitude in favor of said Tract, and each and every parcel of land therein as the dominant tenement or tenements.

PROVIDED, HOWEVER, that the lots designated in paragraph One (1) herein may be used for business purposes as provided in said paragraph.

IT IS UNDERSTOOD AND AGREED that the foregoing conditions and restrictions are subject to any and all ordinances of the city in which the within property is located, or by any governmental body or agency creating or dealing with zones and prescribing the classes of buildings, structures and improvements in said zones and the use thereof.

IT IS EXPRESSLY AGREED and understood by and between the parties hereto that in the event any covenant or condition herein contained is invalid or is held to be invalid or void by any Court of competent jurisdiction, such invalidity or voidness shall in no way affect any valid covenant or condition herein contained.

It is an express condition of this conveyance that the Grantor herein shall not be responsible or liable for any promise, representation, agreement, condition or stipulation not set forth herein.



2089-460

~~SECURITY-FIRST NATIONAL BANK OF LOS ANGELES~~
~~PACIFIC SOUTHWEST TRUST & SAVINGS BANK~~
has heretofore affixed its corporate name and seal by its Vice President and Assistant Secretary, duly authorized, this 16th day of June, 1981, MRE

~~SECURITY-FIRST NATIONAL BANK OF LOS ANGELES~~
~~PACIFIC SOUTHWEST TRUST & SAVINGS BANK~~
By: J. Voanhuyzen Vice President
Assistant: E. R. Pentz Assistant Secretary

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES. } ss.

On this 16th day of July, A. D. 1981, before me

S. Roberson, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and qualified, personally appeared

J. Voanhuyzen known to me to be the Vice President and E. R. Pentz

known to me to be the Assistant Secretary of the ~~SECURITY-FIRST NATIONAL BANK OF LOS ANGELES~~ ~~PACIFIC SOUTHWEST TRUST & SAVINGS BANK~~, the ~~persons~~ that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the ~~persons~~ therein named, and acknowledged to me that such ~~persons~~ executed the same.



Witness my hand and official seal

S. Roberson
Notary Public in and for Los Angeles County, California.

1613

Grant Deed

TRUST NO. 4044 2-7120

SECURITY-FIRST NATIONAL BANK OF LOS ANGELES
PACIFIC SOUTHWEST TRUST & SAVINGS BANK
Trust & Savings Bank

TO

HOLLYWOOD BEACH NATIONAL WATER COUNTRY CLUB

Date: June 16, 1981 MRE

REGISTERED-TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF LOS ANGELES COUNTY, CALIFORNIA

50680

RECORDED AT REQUEST OF
AT 11:54 AM - PART 457
COUNTY CLERK OF LOS ANGELES COUNTY

DEC 22 1981

2089-460-457

Order No. _____

When recorded, please mail the deed to
County of Los Angeles, Recorder's Office
116 Grand Street
Oxnard, California

RE \$4.40 4

RECORDED AT REQUEST OF
AND RETURN TO:

*Hamilton Bros. Oil Co.
1625 Broadway
Suite 600
Denver, Colorado 80202
Attn: J. H. Spenser
Contract #*

23892

DOCUMENTARY TRANSFER TAX \$ 1.55
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.
Signature of decedent or agent determining tax: Firm Name
Hamilton Bros Oil Co
OFFICIAL RECORDS OF
VENTURA COUNTY RECORDER
ROBERT L. HAMM

OIL AND GAS LEASE (SHORT FORM)

MAR 10 11 23 1982

FEE \$ 20.00

PAID BY CASH

TRANSFER
TAX PAID
CODE # 0

THIS OIL AND GAS LEASE (SHORT FORM) is made and entered into this 1st day of July, 1981, by and between JOHN FRANCIS McGRATH and THOMAS FRANCIS McGRATH, JR., as Trustees of Trust A under the Will of Thomas Francis McGrath, Deceased, JOHN FRANCIS McGRATH and THOMAS FRANCIS McGRATH, JR., as Trustees of Trust B under the Will of Thomas Francis McGrath, Deceased, JOHN FRANCIS McGRATH, THOMAS FRANCIS McGRATH, MARIAN ELIZABETH GRAHAM, LAMBERT LOUCKS, CHRIS J. COOLURIS, as Trustee under the Will of Geraldine Ann Cooluris, Deceased, FRANCES M. CONWAY, KATHLEEN M. KAPPNER, RITA M. MERCER, CHARLES J. CONWAY, Trustee for Dominick C. McGrath pursuant to Trust Agreement dated August 13, 1957, CHARLES J. CONWAY, Trustee for Dominick C. McGrath pursuant to Trust Agreement dated December 28, 1961, CHARLES R. McGRATH, Executor of the Estate of Mary Ellen Mead, MARGARET ANN LAMAS, ESTELLE MARIE MAULHARDT, GEORGE D. McGRATH, DANIEL EDWARD BODLE, MICHAEL E. BODLE, DAVID ALAN BERRY, VIRGINIA ANN BERRY, EDWARD F. BERRY, JOHN G. BERRY, LEO B. BERRY, ROBERT E. COULTAS, Trustee under the Will of Bernadine Coultas, SECURITY PACIFIC NATIONAL BANK, Trustee of Trusts "A" and "B" under the Will of Leo B. McGrath, Deceased, WILLIAM H. McGRATH, JOSEPH D. McGRATH, JR., ELIZABETH McGRATH JOHANSING, JANE McGRATH AGGELER, JANE McGRATH AGGELER, Attorney in Fact for Ann Will, JANE McGRATH AGGELER, Attorney in Fact for Sheila Barnes, JANE McGRATH AGGELER, Attorney in Fact for Terrence Aggeler, JANE McGRATH AGGELER, Attorney in Fact for Janet Vanden, hereinafter called "Lessor", and HAMILTON BROTHERS OIL COMPANY, hereinafter called "Lessee",

MAR 10 1982

W I T N E S S E T H :

1. That Lessor, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements contained in that certain Oil and Gas Lease referred to in Paragraph 3 below, has leased to Lessee the real property hereinafter described for the purposes and with the exclusive right of exploring and prospecting for and producing oil, gas, and other hydrocarbon substances, hereinafter collectively referred to as "said substances", taking, storing, removing, and disposing of said substances, and uses and purposes incidental thereto, as provided in said Oil and Gas Lease. The property covered by this lease, hereinafter referred to as "said land", is situate in the County of Ventura, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF,

and containing eight hundred seventy-two (872) acres, more or less.

2. This lease shall remain in force for a term of three (3) years from the date hereof and either as long thereafter as any of said substances is produced from said land in paying quantities or so long as continuous drilling operations are conducted on said land or so long as this lease is kept in force under any other provision of said Oil and Gas Lease, all as particularly set forth therein and subject to termination as therein provided.

3. This Oil and Gas Lease (Short Form) is made upon the terms, covenants and conditions set forth in that certain Oil and Gas Lease being even date herewith by and between the said parties hereto, covering the real property above described, which Oil and Gas Lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

4. This Lease and all its terms, conditions and stipulations shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5. This Lease is a subsurface lease which provides for two (2) mutually agreed upon drill sites.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first hereinabove written.

HAMILTON BROTHERS OIL COMPANY

By _____

By _____

"LESSEE"

23892

MAR 10 1982

John Francis McGrath, as Trustee of Trust A under the Will of Thomas Francis McGrath, Deceased, and as Trustee of Trust B under the Will of Thomas Francis McGrath, Deceased

Thomas Francis McGrath, Jr., as Trustee of Trust A under the Will of Thomas Francis McGrath, Deceased, and as Trustee of Trust B under the Will of Thomas Francis McGrath, Deceased

John Francis McGrath

Thomas Francis McGrath

Thomas Francis McGrath, Jr., Attorney in Fact for Marian Elizabeth Graham

Thomas Francis McGrath, Jr., Attorney in Fact for Lambert Loucks

Chris J. Cooluris, as Trustee under the Will of Geraldine Ann Cooluris, Deceased

Frances M. Conway
Frances M. Conway

Kathleen M. Kappner
Kathleen M. Kappner

Rita M. Mercer
Rita M. Mercer

Charles J. Conway

Charles J. Conway, Trustee for
Dominick C. McGrath pursuant to
Trust Agreement dated August 13,
1957 and Trustee for Dominick C.
McGrath pursuant to Trust Agreement
dated December 28, 1961

Charles R. McGrath, Executor of the
Estate of Mary Ellen Mead

Charles R. McGrath, Attorney in Fact
for Margaret Ann Lamas

Charles R. McGrath, Attorney in Fact
for Estelle Marie Maulhardt

George D. McGrath

Charles R. McGrath, Attorney in Fact
for Daniel Edward Bodle

Charles R. McGrath, Attorney in Fact
for David Alan Berry

Charles R. McGrath, Attorney in Fact
for Virginia Ann Berry

Edward F. Berry

Charles R. McGrath, Attorney in Fact
for John G. Berry

George D. McGrath, Attorney in Fact
-4- for Michael E. Bodle

23892

MAR 10 1982

Leo B. Berry

Robert E. Coultas, Trustee under the
Will of Bernadine Coultas

Security Pacific National Bank,
Trustee of Trust "A" and "B" under
the Will of Leo B. McGrath, Deceased

William H. McGrath

Joseph D. McGrath, Jr.

William H. McGrath, Attorney in Fact
for Elizabeth McGrath Johansing

Jane McGrath Aggeler

Jane McGrath Aggeler, Attorney in
Fact for Ann Will

Jane McGrath Aggeler, Attorney in
Fact for Sheila Barnes

Jane McGrath Aggeler, Attorney in
Fact for Terrence Aggeler

Jane McGrath Aggeler, Attorney in
Fact for Janet Vanden

"LESSOR"

-5-

23892

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN FRANCIS McGRATH, as Trustee of Trust A under the Will of Thomas Francis McGrath, Deceased, and as Trustee of Trust B under the Will of Thomas Francis McGrath, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FRANCIS McGRATH, as Trustee of Trust A under the Will of Thomas Francis McGrath, Deceased, and as Trustee of Trust B under the Will of Thomas Francis McGrath, Deceased, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN FRANCIS McGRATH, 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.

Notary Public in and for
Said County and State

-6-

23892

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FRANCIS McGRATH, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FRANCIS McGRATH, JR., known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Marian Elizabeth Graham, and acknowledged that he subscribed the name of Marian Elizabeth Graham thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FRANCIS McGRATH, JR., known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Lambert Loucks, and acknowledged that he subscribed the name of Lambert Loucks thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23892

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRIS J. COOLURIS, as Trustee under the Will of Geraldine Ann Cooluris, Deceased, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

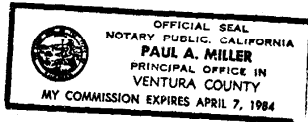
WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On August 5, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared FRANCES M. CONWAY, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

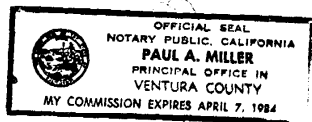


Paul A. Miller
Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On August 5, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared KATHLEEN M. KAPPNER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.



Paul A. Miller
Notary Public in and for
Said County and State

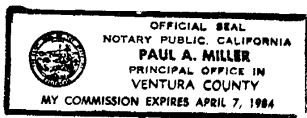
23892

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On August 5, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared RITA M. MERCER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

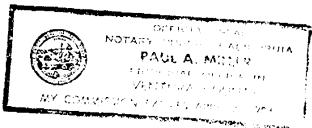


Paul A. Miller
Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On August 5, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES J. CONWAY, Trustee for Dominick C. McGrath pursuant to Trust Agreement dated August 13, 1957 and Trustee for Dominick C. McGrath pursuant to Trust Agreement dated December 28, 1961, 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.



Paul A. Miller
Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as Executor of the Estate of Mary Ellen Mead, and acknowledged that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

23892

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Margaret Ann Lamas, and acknowledged that he subscribed the name of Margaret Ann Lamas thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Estelle Marie Maulhardt, and acknowledged that he subscribed the name of Estelle Marie Maulhardt thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE D. McGRATH, 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.

Notary Public in and for
Said County and State

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23892

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Daniel Edward Bodle, and acknowledged that he subscribed the name of Daniel Edward Bodle thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of David Alan Berry, and acknowledged that he subscribed the name of David Alan Berry thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE D. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Michael E. Bodle, and acknowledged that he subscribed the name of Michael E. Bodle thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23892

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Virginia Ann Berry, and acknowledged that he subscribed the name of Virginia Ann Berry thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD F. BERRY, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of John G. Berry, and acknowledged that he subscribed the name of John G. Berry thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23892

MAR 10 1982



STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared LEO B. BERRY, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT E. COULTAS, as Trustee under the Will of Bernadine Coultas, Deceased, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of SECURITY PACIFIC NATIONAL BANK, and known to me to be authorized to execute the within instrument on behalf of said SECURITY PACIFIC NATIONAL BANK as Trustee of Trust "A" and "B" under the Will of Leo B. McGrath, Deceased, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of SECURITY PACIFIC NATIONAL BANK.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23892

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM H. McGRATH, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH D. McGRATH, JR., 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM H. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Elizabeth McGrath Johansing, and acknowledged that he subscribed the name of Elizabeth McGrath Johansing thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19__, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19__, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Ann Will, and acknowledged that she subscribed the name of Ann Will thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19__, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Sheila Barnes, and acknowledged that she subscribed the name of Sheila Barnes thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23892

MAR 10 1982



STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Terrence Aggeler, and acknowledged that she subscribed the name of Terrence Aggeler thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Janet Vanden, and acknowledged that she subscribed the name of Janet Vanden thereto as principal and her own name as Attorney in fact.

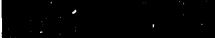
WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23892

MAR 10 1982



STATE OF)
) ss.
COUNTY OF)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of HAMILTON BROTHERS OIL COMPANY, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF)
) ss.
COUNTY OF)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of HAMILTON BROTHERS OIL COMPANY, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

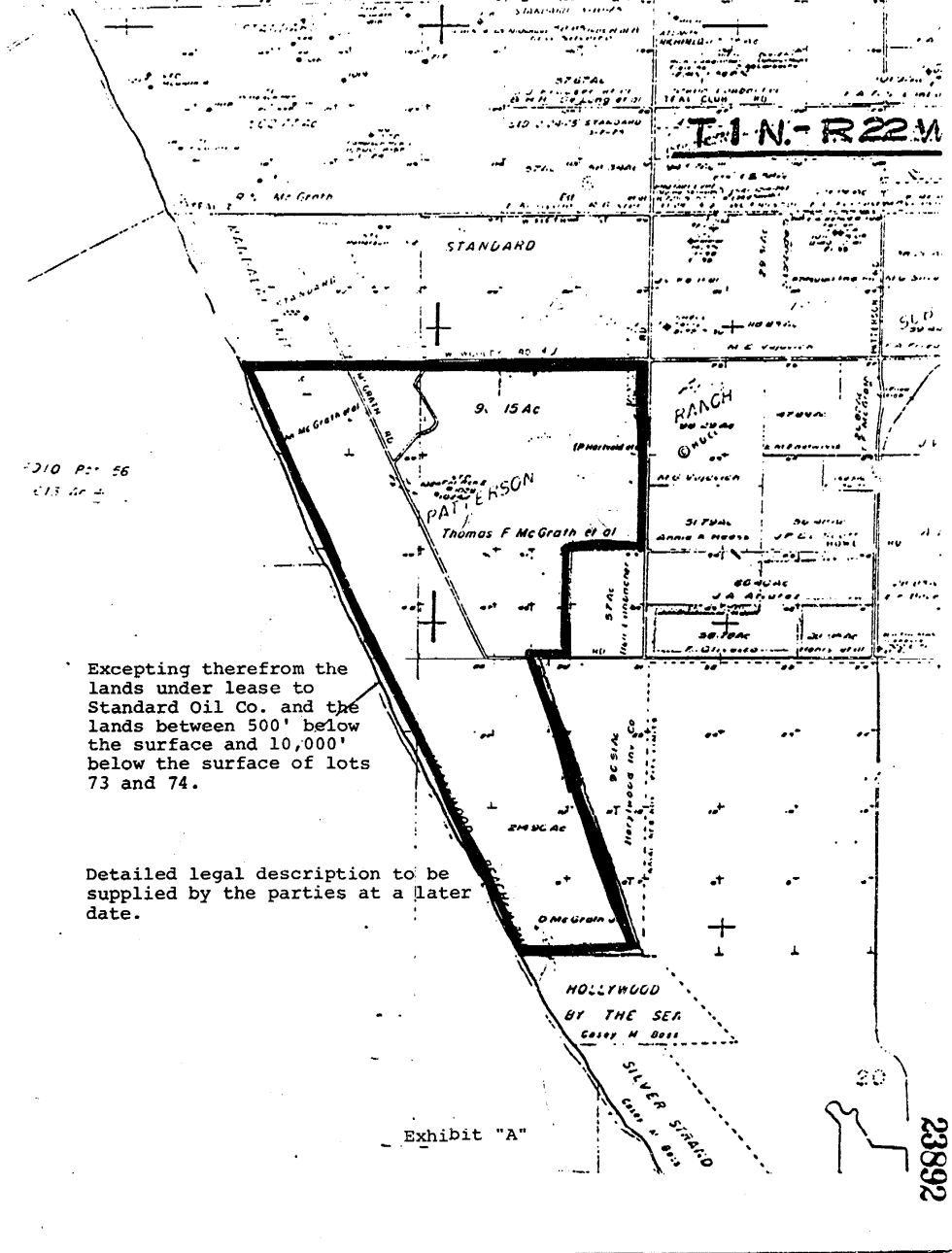
Notary Public in and for
Said County and State

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23892

MAR 10 1982

Exhibit "A" to that certain oil and gas lease by and between McGraths and Hamilton dated the 1st day of July, 1981.



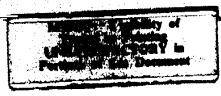
P.D. 56
C.S. 26

Excepting therefrom the lands under lease to Standard Oil Co. and the lands between 500' below the surface and 10,000' below the surface of lots 73 and 74.

Detailed legal description to be supplied by the parties at a later date.

Exhibit "A"

MAR 10 1982



RECORDED AT REQUEST OF
AND RETURN TO:

Hamilton Bros del Co
1625 Broadway
Suite 600
Denver, Colorado
80202
Attn: J. K. Glenn
Counter Part

23893

Verified-5

DOCUMENTARY TRANSFER TAX \$.55
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

OFFICIAL RECORDS OF
VENTURA COUNTY RECORDER
ROBERT L. HAMM

J. K. Glenn
Signature of declarant or agent determining tax - Firm Name
Hamilton Bros del Co

MAR 10 11 23 1982

OIL AND GAS LEASE (SHORT FORM)

TRANSFER TAX PAID FEE \$20⁰⁰/18
CODE # 0 PAID BY CASH

THIS OIL AND GAS LEASE (SHORT FORM) is made and entered into this 1st day of July, 1981, by and between JOHN FRANCIS McGRATH and THOMAS FRANCIS McGRATH, JR., as Trustees of Trust A under the Will of Thomas Francis McGrath, Deceased, JOHN FRANCIS McGRATH and THOMAS FRANCIS McGRATH, JR., as Trustees of Trust B under the Will of Thomas Francis McGrath, Deceased, JOHN FRANCIS McGRATH, THOMAS FRANCIS McGRATH, MARIAN ELIZABETH GRAHAM, LAMBERT LOUCKS, CHRIS J. COOLURIS, as Trustee under the Will of Geraldine Ann Cooluris, Deceased, FRANCES M. CONWAY, KATHLEEN M. KAPPNER, RITA M. MERCER, CHARLES J. CONWAY, Trustee for Dominick C. McGrath pursuant to Trust Agreement dated August 13, 1957, CHARLES J. CONWAY, Trustee for Dominick C. McGrath pursuant to Trust Agreement dated December 28, 1961, CHARLES R. McGRATH, Executor of the Estate of Mary Ellen Mead, MARGARET ANN LAMAS, ESTELLE MARIE MAULHARDT, GEORGE D. McGRATH, DANIEL EDWARD BODLE, MICHAEL E. BODLE, DAVID ALAN BERRY, VIRGINIA ANN BERRY, EDWARD F. BERRY, JOHN G. BERRY, LEO B. BERRY, ROBERT E. COULTAS, Trustee under the Will of Bernadine Coultas, SECURITY PACIFIC NATIONAL BANK, Trustee of Trusts "A" and "B" under the Will of Leo B. McGrath, Deceased, WILLIAM H. McGRATH, JOSEPH D. McGRATH, JR., ELIZABETH McGRATH JOHANSING, JANE McGRATH AGGELER, JANE McGRATH AGGELER, Attorney in Fact for Ann Will, JANE McGRATH AGGELER, Attorney in Fact for Sheila Barnes, JANE McGRATH AGGELER, Attorney in Fact for Terrence Aggeler, JANE McGRATH AGGELER, Attorney in Fact for Janet Vanden, hereinafter called "Lessor", and HAMILTON BROTHERS OIL COMPANY, hereinafter called "Lessee",

MAR 10 1982



W I T N E S S E T H :

1. That Lessor, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements contained in that certain Oil and Gas Lease referred to in Paragraph 3 below, has leased to Lessee the real property hereinafter described for the purposes and with the exclusive right of exploring and prospecting for and producing oil, gas, and other hydrocarbon substances, hereinafter collectively referred to as "said substances", taking, storing, removing, and disposing of said substances, and uses and purposes incidental thereto, as provided in said Oil and Gas Lease. The property covered by this lease, hereinafter referred to as "said land", is situate in the County of Ventura, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF,

and containing eight hundred seventy-two (872) acres, more or less.

2. This lease shall remain in force for a term of three (3) years from the date hereof and either as long thereafter as any of said substances is produced from said land in paying quantities or so long as continuous drilling operations are conducted on said land or so long as this lease is kept in force under any other provision of said Oil and Gas Lease, all as particularly set forth therein and subject to termination as therein provided.

3. This Oil and Gas Lease (Short Form) is made upon the terms, covenants and conditions set forth in that certain Oil and Gas Lease being even date herewith by and between the said parties hereto, covering the real property above described, which Oil and Gas Lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

4. This Lease and all its terms, conditions and stipulations shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5. This Lease is a subsurface lease which provides for two (2) mutually agreed upon drill sites.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first hereinabove written.

HAMILTON BROTHERS OIL COMPANY

By _____

By _____

"LESSEE"

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MAR 10 1982

John Francis McGrath, as Trustee of Trust A under the Will of Thomas Francis McGrath, Deceased, and as Trustee of Trust B under the Will of Thomas Francis McGrath, Deceased

Thomas Francis McGrath, Jr.
Thomas Francis McGrath, Jr., as Trustee of Trust A under the Will of Thomas Francis McGrath, Deceased, and as Trustee of Trust B under the Will of Thomas Francis McGrath, Deceased

John Francis McGrath

Thomas Francis McGrath
Thomas Francis McGrath

Thomas Francis McGrath, Jr.
Thomas Francis McGrath, Jr.,
Attorney in Fact for
Marian Elizabeth Graham

Thomas Francis McGrath, Jr.
Thomas Francis McGrath, Jr.,
Attorney in Fact for
Lambert Loucks

Chris J. Cooluris, as Trustee under the Will of Geraldine Ann Cooluris, Deceased

Frances M. Conway

Kathleen M. Kappner

Rita M. Mercer

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MAR 10 1982

Charles J. Conway, Trustee for
Dominick C. McGrath pursuant to
Trust Agreement dated August 13,
1957 and Trustee for Dominick C.
McGrath pursuant to Trust Agreement
dated December 28, 1961

Charles R. McGrath
Charles R. McGrath, Executor of the
Estate of Mary Ellen Mead

Charles R. McGrath
Charles R. McGrath, Attorney in Fact
for Margaret Ann Lamas

Charles R. McGrath
Charles R. McGrath, Attorney in Fact
for Estelle Marie Maulhardt

George D. McGrath
George D. McGrath

Charles R. McGrath
Charles R. McGrath, Attorney in Fact
for Daniel Edward Bodle

Charles R. McGrath
Charles R. McGrath, Attorney in Fact
for David Alan Berry

Charles R. McGrath
Charles R. McGrath, Attorney in Fact
for Virginia Ann Berry

Edward F. Berry
Edward F. Berry

Charles R. McGrath
Charles R. McGrath, Attorney in Fact
for John G. Berry

George D. McGrath, Attorney in Fact
for Michael E. Bodle

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MEMO: Legibility of
Typing or Printing
UNSATISFACTORY in
Portions of this Document

23893

MAR 10 1982



Leo B. Berry

Robert E. Coultas, Trustee under the
Will of Bernadine Coultas

Security Pacific National Bank,
Trustee of Trust "A" and "B" under
the Will of Leo B. McGrath, Deceased

William H. McGrath

Joseph D. McGrath, Jr.

William H. McGrath, Attorney in Fact
for Elizabeth McGrath Johansing

Jane McGrath Aggeler

Jane McGrath Aggeler, Attorney in
Fact for Ann Will

Jane McGrath Aggeler, Attorney in
Fact for Sheila Barnes

Jane McGrath Aggeler, Attorney in
Fact for Terrence Aggeler

Jane McGrath Aggeler, Attorney in
Fact for Janet Vanden

"LESSOR"

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23893

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN FRANCIS McGRATH, as Trustee of Trust A under the Will of Thomas Francis McGrath, Deceased, and as Trustee of Trust B under the Will of Thomas Francis McGrath, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FRANCIS McGRATH, as Trustee of Trust A under the Will of Thomas Francis McGrath, Deceased, and as Trustee of Trust B under the Will of Thomas Francis McGrath, Deceased, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN FRANCIS McGRATH, 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.

Notary Public in and for
Said County and State

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23893

MAR 10 1982



STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FRANCIS McGRATH, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FRANCIS McGRATH, JR., known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Marian Elizabeth Graham, and acknowledged that he subscribed the name of Marian Elizabeth Graham thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FRANCIS McGRATH, JR., known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Lambert Loucks, and acknowledged that he subscribed the name of Lambert Loucks thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

-7-

20893

MAR 10 1982



STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRIS J. COOLURIS, as Trustee under the Will of Geraldine Ann Cooluris, Deceased, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANCES M. CONWAY, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared KATHLEEN M. KAPPNER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23893

MAR 10 1982

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

ss.

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared RITA M. MERCER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

ss.

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES J. CONWAY, Trustee for Dominick C. McGrath pursuant to Trust Agreement dated August 13, 1957 and Trustee for Dominick C. McGrath pursuant to Trust Agreement dated December 28, 1961, 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.

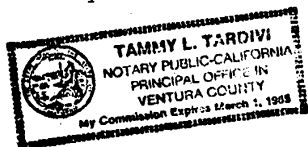
Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

ss.

On July 30, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as Executor of the Estate of Mary Ellen Mead, and acknowledged that he executed the same.

WITNESS my hand and official seal.



Tammy L. Tardivi
Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Margaret Ann Lamas, and acknowledged that he subscribed the name of Margaret Ann Lamas thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Estelle Marie Maulhardt, and acknowledged that he subscribed the name of Estelle Marie Maulhardt thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE D. McGRATH, 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.

Notary Public in and for
Said County and State

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23893

MAR 10 1982



STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Daniel Edward Bodle, and acknowledged that he subscribed the name of Daniel Edward Bodle thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of David Alan Berry, and acknowledged that he subscribed the name of David Alan Berry thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE D. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Michael E. Bodle, and acknowledged that he subscribed the name of Michael E. Bodle thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23893

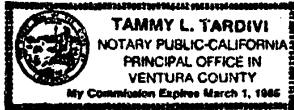
MAR 10 1982



STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On July 30, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Virginia Ann Berry, and acknowledged that he subscribed the name of Virginia Ann Berry thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.



Tammy L. Jardini
Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On August 11, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD F. BERRY, 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.

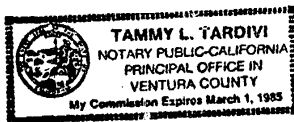


Mari-Ann Kallstrom
Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On July 30, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of John G. Berry, and acknowledged that he subscribed the name of John G. Berry thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.



Tammy L. Jardini
Notary Public in and for
Said County and State

23893

MAR 10 1982



STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared LEO B. BERRY, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT E. COULTAS, as Trustee under the Will of Bernadine Coultas, Deceased, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of SECURITY PACIFIC NATIONAL BANK, and known to me to be authorized to execute the within instrument on behalf of said SECURITY PACIFIC NATIONAL BANK as Trustee of Trust "A" and "B" under the Will of Leo B. McGrath, Deceased, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of SECURITY PACIFIC NATIONAL BANK.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM H. McGRATH, 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH D. McGRATH, JR., 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.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM H. McGRATH, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Elizabeth McGrath Johansing, and acknowledged that he subscribed the name of Elizabeth McGrath Johansing thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23893

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19__ , before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19__ , before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Ann Will, and acknowledged that she subscribed the name of Ann Will thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19__ , before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Sheila Barnes, and acknowledged that she subscribed the name of Sheila Barnes thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23893

MAR 10 1982

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Terrence Aggeler, and acknowledged that she subscribed the name of Terrence Aggeler thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE McGRATH AGGELER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact for Janet Vanden, and acknowledged that she subscribed the name of Janet Vanden thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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23893

MAR 10 1982



STATE OF)
COUNTY OF) ss.

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of HAMILTON BROTHERS OIL COMPANY, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

STATE OF)
COUNTY OF) ss.

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of HAMILTON BROTHERS OIL COMPANY, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

23893

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MAR 10 1982



105325

RECORDED AT REQUEST OF
AND RETURN TO:

When Recorded Return to: UNION OIL COMPANY OF CALIFORNIA
Attention: Land Department
P.O. Box 6176
Ventura, CA. 93006

OFFICIAL RECORDS
OF VENTURA COUNTY
RECORDED
ROBERT L. HAMM
OCT 21 4 40 PM '82
VERIFIED-8

099501

Documentary Transfer Tax \$ No Tax Due
Union Oil Company of California

By C.F. Price C. F. PRICE

PAID BY CR
FEE \$307-43

*Document being recorded with UNION OIL Co. signature &
Acknowledgment complete on page 6.*

SUBSURFACE OIL AND GAS LEASE

NOV 1 1982

THIS LEASE AND AGREEMENT, made and entered into by and between the parties whose names are subscribed hereunto as Lessor on the Signature Page attached hereto, hereinafter called Lessor (whether one or more), and UNION OIL COMPANY OF CALIFORNIA, a California corporation, hereinafter called Lessee;

WITNESSETH: That Lessor, in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt and adequacy of which are hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be kept and performed, by these presents does lease unto Lessee, its successors and assigns, exclusively, all that portion of the land hereinafter described LYING BELOW A DEPTH FIVE HUNDRED FEET (500') FROM THE SURFACE THEREOF (herein sometimes referred to as the "leased land") for the purpose of prospecting, exploring, mining, drilling and operating the leased land for oil, gas and other hydrocarbon substances, and producing, taking, treating, storing, removing and disposing of said substances from the leased land, with the right for such purposes to the free use of oil, gas and water from the leased land and the right to inject in the leased land gas, water or other fluids for purposes of pressure maintenance or secondary recovery of oil, gas and other hydrocarbon substances from the leased land and the right to conduct secondary recovery operations, together with all other rights necessary or convenient for any and all of said purposes, including, but not limited to, rights of way and easements in, under and through the leased land. The land hereby leased for the purposes aforesaid is situated in the County of Ventura, State of California, and is more particularly described on the Signature Page attached hereto, and shall include such rights as Lessor may have in depths lying below 500 feet below the surface of any roads or streets traversing or adjoining the above described property.

This lease shall remain in force for a term of ten (10) years from the date hereof (hereinafter referred to as the "Primary Term"), and for so long thereafter as oil, gas or other hydrocarbon substances shall be produced from the leased land, or lands with which the leased land may be pooled, in quantities deemed paying by Lessee, or as Lessee shall conduct drilling operations (including, but not limited to, drilling, deepening, plugging back, re-drilling, repairing, cleaning out and similar operations) on the leased land or lands with which the leased land may be pooled, or shall be excused therefrom as hereinafter provided; provided, however, that so long as Lessee shall continue to drill wells within the intervals permitted in Paragraph 6 hereof, Lessee shall be deemed to be conducting drilling operations within the meaning of this provision.

In consideration of the premises, it is hereby mutually agreed as follows:

1. The term "royalty share" wherever used herein shall mean the fraction one-sixth (1/6).
2. Lessee shall pay to Lessor as royalty on oil the royalty share of all oil produced, saved and removed from the leased land. Lessee shall purchase Lessor's royalty oil at the public posted market price currently offered and paid in the field in which the leased land is located for oil of like gravity and quality the day the oil is shipped from the leased land. In the event there is no such public posted market price, Lessee shall purchase Lessor's royalty oil at the same price the company or companies purchasing the majority of the oil in the field in which the leased land is located shall be paying for crude oil of like gravity and quality. In the event Lessee shall treat the oil produced for the purpose of making the same marketable, Lessor shall pay the royalty share of the cost of such treating. In determining the gravity, quality and quantity of oil produced, the methods and practices which are usual and customary among major oil purchasing companies shall be followed and the customary temperature corrections and deductions for injected oil, water and other foreign substances shall be made.

Lessee shall not be required to account to Lessor for or pay royalty on oil, gas or other hydrocarbon substances used by Lessee in its operations hereunder, including, but not limited to, fuel, lifting, injecting, gathering, compressing for processing and processing purposes, and Lessee may use such substances free of charge. In no event shall Lessee be liable to Lessor for its failure or inability to save any of said substances, or for shrinkage or loss thereof, and royalty shall not be payable in respect to any of such substances lost through evaporation, leakage, fire or otherwise.

In the event Lessee in its operations hereunder shall substitute fuel or power for fuel obtainable from the leased land or land with which the leased land may be pooled, Lessee shall be entitled to deduct from the amount of increased royalty accruing thereby to Lessor the royalty share of the cost of such other fuel or power so substituted; provided, however, that no deduction therefor shall in any event exceed the amount of such increased royalty.

3. Lessee shall pay to Lessor as royalty on gas the royalty share of the net proceeds derived from the sale of gas produced hereunder, after deducting delivery costs, and also the royalty share of the value at the field market price of any gas used by Lessee in operations other than those conducted under this lease. Nothing in this agreement contained, however, shall require Lessee to save or market gas from the leased land unless there shall be a surplus above lease requirements and a market at the well for the same.

Lessee shall have the right to treat or cause to be treated all or any portion of the gas produced from the leased land for the purpose of extracting gasoline or other content thereof, and for such purpose Lessee may transport or cause to be transported to a gasoline extraction plant on other land all or any portion of such gas where it may be commingled with gas from other properties. Lessee shall meter such gas so transported and such meter readings together with tests made of the gasoline and other content of such gas at approximately regular intervals, at least once each month, shall furnish the basis for computation of the amounts of such gasoline or other hydrocarbons, and of the residue gas to be credited to this lease. Gas actually and reasonably used or consumed or lost in the operation of any such extraction plant shall be free of charge and Lessee shall not be held accountable to Lessor for that proportion of the gas so used, consumed or lost which, on the basis of the quantity determinations made as above stated, is reasonably estimated to come from the leased land.

4. In the event Lessee shall extract in a plant operated by it gasoline or other hydrocarbons from the gas produced from the leased land, Lessee shall pay Lessor as royalty forty per cent (40%) of the Lessor's royalty share of the value, as hereinafter defined, of the gasoline or other hydrocarbons credited to this lease from the gas so treated. The value of such gasoline or other hydrocarbons shall

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be deemed to be the value of such gasoline or other hydrocarbons at prices currently offered and paid by major purchasers for gasoline or such other hydrocarbons of like specifications and quality in the district. If gasoline or other hydrocarbons is extracted by a third party on a basis whereby a royalty is reserved to Lessee, then Lessor shall be entitled to the value of Lessor's royalty share of such reserved royalty.

5. On or before the last day of each month, Lessee shall render a statement of production to Lessor in the manner provided in Paragraph 21 hereof, with respect to all royalties payable to Lessor for the preceding calendar month, which statement shall be accompanied by a check for the amount so shown to be payable to Lessor on account of royalties for said preceding calendar month. Each such statement shall be deemed to be an account stated between the parties unless specific written objection be made thereto by Lessor within six (6) months after delivery thereof.

6. Lessee has paid to Lessor rental in full hereunder for a period of one (1) year from the first day of the month following the month in which delivery of this lease was made as shown on the Signature Page attached hereto. This lease shall terminate as to all rights and obligations created hereby unless Lessee shall make or tender the payments hereafter provided or shall within said period commence drilling operations for a well for oil and gas to be bottomed in the leased land or lands with which the leased land may be pooled and prosecute the drilling of such well with reasonable diligence until oil or gas is found in quantities deemed paying by Lessee or until Lessee deems that further drilling would be unprofitable or impracticable in which event Lessee may abandon such well. In the event Lessee shall not have commenced such drilling operations on or before the expiration of such period, Lessee may, at its option, from time to time defer the commencement of drilling operations within the primary term hereof by the payment or tender to Lessor of an annual rental equal to the sum paid to Lessor on the execution hereof, payable annually in advance, and such payments shall operate to defer the obligation to commence drilling operations during any period for which rental is paid. All payments or tenders may be made by check or draft of Lessee mailed or delivered on or before the rental payment date. It is the intent hereof that rentals shall not be paid under this Paragraph 6 except for the purpose of deferring the commencement of drilling operations as herein provided.

In the event of abandonment of any well prior to the discovery of oil or gas upon the leased land in quantities deemed paying by Lessee, Lessee shall within six (6) months thereafter commence drilling operations for a new well for oil and gas to be bottomed in the leased land or lands with which the leased land may be pooled and thereafter prosecute the same diligently as above provided and, in the event of abandonment thereof, continue the drilling of wells in like manner and within like intervals until oil or gas is discovered in the leased land or lands with which the leased land may be pooled in quantities deemed paying by Lessee or until this lease is terminated. Prior to discovery of oil or gas on the leased land or lands with which the leased land may be pooled, in quantities deemed paying by Lessee, Lessee may defer the commencement of further drilling operations (except offset wells) during any period for which rentals have theretofore been paid or until six (6) months after the abandonment of the last preceding well, whichever is the later, and so long thereafter as Lessee continues the payment of rentals on a monthly basis in the manner and at the rate above provided but in no event shall the commencement of drilling operations be deferred beyond the expiration of the primary term by the payment of such rentals.

7. Within six (6) months after the completion and testing of a well producing oil in quantities deemed paying by Lessee, Lessee shall commence drilling operations for another well for oil and gas, and thereafter continuously operate one string of tools, allowing six (6) months (subject to extension as hereinafter provided) between the completion or abandonment of one well and the commencement of drilling operations for the next succeeding well until one well has been drilled for each forty (40) acres, or major fraction thereof of the leased land or land with which the leased land may be pooled; provided, however, that if and when drilling on the leased land or lands with which the leased land may be pooled shall indicate that oil cannot be produced therefrom in quantities deemed paying by Lessee but that gas can be produced in quantities deemed paying by Lessee, the obligation of Lessee hereunder shall be to drill only one well for each six hundred forty (640) acres, or major fraction thereof; the number of wells to be an average of one to forty (40) acres for oil wells and one to six hundred forty (640) acres for gas wells, regardless of where drilled; provided, however, that for all purposes of this lease a well drilled by Lessee in the leased land or lands with which the leased land may be pooled to a depth greater than seven thousand five hundred feet (7,500') beneath the surface shall be deemed to be two (2) wells. Lessee shall be given credit for so much of the time in each such six (6) months drilling interval as is not utilized because of drilling by Lessee sooner than required and such credit may be used to extend subsequent drilling intervals in such manner as Lessee may determine. Lessee may drill as many additional wells as it may elect in excess of the number hereinabove specified. Lessee shall not be obligated to use more than one (1) string of tools for drilling on the leased land or lands with which the leased land may be pooled.

8. If at any time during the term of this lease oil is discovered in any well drilled on adjacent property not owned by Lessor and within six hundred sixty feet (660') of the exterior limits of any land at the time embraced in this lease, or gas and not oil is discovered in any well drilled on adjacent property not owned by Lessor and within one thousand three hundred twenty feet (1,320') of such exterior limits, and said well produces oil, if within six hundred sixty feet (660'), or gas, if within one thousand three hundred twenty feet (1,320'), in quantities deemed paying by Lessee for thirty (30) consecutive days and a well offsetting the same is not already drilled or being drilled, then Lessee shall within sixty (60) days after expiration of such thirty (30) day production period of said well to be offset, commence drilling operations for a well to offset said well and drill the same diligently to the zone from which oil or gas is being produced from said well to be offset. Offset wells for oil shall be located within six hundred sixty feet (660') of the boundary line separating the properties, and within one thousand three hundred twenty feet (1,320') of the prolongation of a line drawn from the well to be offset across said boundary line at right angles. Offset wells for gas only shall be located within one thousand three hundred twenty feet (1,320') of the boundary line separating the properties, and within one thousand three hundred twenty feet (1,320') of the prolongation of a line drawn from the well to be offset across said boundary line at right angles. Notwithstanding any provisions to the contrary contained herein, Lessee shall have the right to locate offset wells so as to conform to the regular spacing program established within the field in which the leased land is located. "Quantities deemed paying by Lessee" as used in this paragraph shall be considered production that will be sufficient to assure Lessee a reasonable profit over and above the cost of drilling and producing such an offset well and including royalties, taxes and other charges in respect thereto. In event Lessee determines that an offset well cannot be profitably drilled, it shall notify Lessor in writing and make available and surrender to Lessor, if Lessor so requests, the right to produce oil and gas from a ten (10) acre parcel of the zone underlying the leased land from which the well to be offset is being produced and thereupon Lessee shall be relieved of its obligations hereunder with regard thereto.

9. After completion of the first well herein required, there shall be no obligation upon the part of Lessee to drill in or produce from and operate the leased land, except as to offset wells when wells offset are being operated, so long as the market price in the field for oil of the quality and gravity produced on said property shall be One Dollar (\$1.00) or less per barrel at the well. Lessee may at any time and from time to time suspend the production of gas from the leased land, but for any period during which such production is entirely suspended, oil not having been discovered in quantities deemed paying by Lessee in the leased land, Lessee shall pay to Lessor quarterly in advance, commencing on the first day of the month following such suspension, as advance royalty, the sum of Twenty-five Cents (25¢) for each acre of the leased land then covered by this lease and Lessee shall have the right to reimburse itself for any such payment out of one-half (1/2) of any royalties which shall thereafter become payable hereunder. Such production may not be suspended, however, when there is a market for the gas in the field at a price which will pay Lessee to drill for and produce the same with a reasonable profit.

10. Lessee shall carry on all operations in a careful, workmanlike manner and in accordance with the laws of the State of California. Lessee shall keep full records covering the production and sale of gas, oil, and natural gasoline from the leased land, and such records shall be open at all reasonable times to the inspection of Lessor or Lessor's duly authorized representative.

11. All work done on the leased land by Lessee shall be at Lessee's sole cost and expense, and Lessee agrees to protect said land and Lessor from claims of laborers and materialmen resulting from Lessee's operations hereunder, and Lessor may post and keep posted on said land such notices of nonresponsibility as Lessor may desire to protect said lands against liens.

12. In consideration of the payment made by Lessee to Lessor for the execution of this lease, it is agreed that Lessee may at any time, or from time to time, either before or after discovery of oil in the leased land, quitclaim this lease, either in its entirety or in part, and thereupon Lessee shall be released from all further obligations as to the part or parts so quitclaimed, and all rentals and drilling obligations as set forth in this lease shall be reduced pro rata according to the amount of acreage so quitclaimed by Lessee; it being particularly understood, however, that all lands so quitclaimed shall remain subject to—and Lessee shall have the right to use and enjoy—such rights of way and easements in, under, and through the quitclaimed portion of the leased land as may be necessary or convenient, in whole or in part, for Lessee's operations on the land retained under this lease; provided, however, that any well drilled through any such quitclaimed portion of the leased land shall have no part of its producing interval in such quitclaimed portion.

13. Lessee shall pay all taxes levied on its improvements and personal property. Lessor shall pay all taxes and assessments on the leased land, exclusive of Lessee's mineral rights therein, and on all other improvements and personal property thereon. All increase in the taxes and assessments on the leased land or, if Lessee shall have quitclaimed a portion thereof, on such part thereof as is retained by Lessee under this lease, caused by or resulting from the discovery or production of oil, gas or other hydrocarbon substances thereon and therefrom, whether assessed upon the leased land as a whole or as mineral rights or otherwise, and all charges and taxes of whatsoever kind or collected by reason of the production, sale or removal of oil, gas or other hydrocarbon substances from the leased land shall be borne by the parties hereto in the proportion of the royalty share by Lessor and the remainder by Lessee. If Lessor shall fail to pay any taxes, assessments or charges required to be paid by Lessor, Lessee may at its option pay the same and in such event Lessee may reimburse itself for such taxes, assessments or charges so paid by it from any royalties or rentals accruing hereunder.

14. On the expiration of this lease, or its sooner termination, Lessee shall quietly and peaceably surrender possession of the premises to Lessor, and shall cause a good and sufficient quitclaim deed to be placed of record in said County.

15. In case of default in performance by Lessee of any of its obligations under this lease, and the failure to commence to remedy the same within sixty (60) days after receipt of written notice so to do signed by parties owning a majority of Lessor's interest or in the event the leased land is pooled with other lands as provided in Paragraph 24 hereof by parties owning a majority of the landowners' interest in all the lands so pooled, specifying the particulars in which it is claimed Lessee is in default and thereupon to continue such remedying with reasonable diligence to completion, then at the option of Lessor all rights of Lessee under this lease shall forthwith cease and terminate except that Lessee shall have the right to retain all wells then producing or in the course of drilling or having work done on them, as to which Lessee is not in default, together with forty (40) acres surrounding the producing interval of each well producing or being drilled for oil or six hundred forty (640) acres surrounding the producing interval of each well producing or being drilled for gas with full right to drill new wells on the lands so retained and to operate, produce, redrill, deepen or plug back to any depth, and to perforate casing at any depth believed to be in an oil or gas zone, and properly to maintain all such wells subject to all provisions of this lease, so long as such wells respectively shall produce oil or gas in quantities deemed paying by Lessee. Temporary discontinuance of production from any well in order to work on such well, or cessation of production in any well which is followed by work on such well diligently conducted to restore production therefrom shall not be deemed to be an end of producing from such well within the meaning of this paragraph. Forfeiture of rights in this paragraph provided shall be the exclusive remedy of Lessor for the breach of any obligations hereunder except the obligations of Lessee to make payment of rentals or royalties.

16. Notwithstanding anything in this lease contained to the contrary, it is expressly understood and agreed that the obligations imposed upon Lessee may be suspended so long as and to the extent that Lessee is prevented from or delayed in performing such obligations by the elements, accidents, strikes, lockouts, riots, delays in transportation, inability to secure materials in the open market, acts of war or conditions attributable to war or compliance by Lessee with federal, state, county, municipal or other governmental agency regulations, rules or orders, or with proration or curtailment regulations of authorities constituted by law, or other causes beyond the reasonable control of Lessee, whether similar or dissimilar to the foregoing. This lease shall remain in full force and effect during any suspension of any of Lessee's obligations under any provisions of this paragraph and for a reasonable time thereafter, provided, that after the removal of the cause or causes preventing or hindering the performance of such obligation, Lessee diligently commences or resumes the performance of such obligation. Lessee shall have the right to join in the execution of and to comply with the voluntary agreement of producers representing a majority of the production in the district in which the leased land is located with respect to proration or curtailment of production in said district, provided such agreement is not contrary to law or to comply with any laws, regulations or governmental orders with respect to any such proration or curtailment of production. Whenever Lessee is required to make a payment or suffer termination of this lease as to any of the lands included hereunder as an alternative to commencing drilling operations, then, so long as the obligation to commence drilling operations is suspended by any provision of this paragraph, Lessee shall not be required to make such payment nor shall this lease be terminated. If before Lessee may commence drilling operations in the leased

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land it must secure a permit therefor or approval thereof in any form from any federal, state, county or municipal body or agency, then if Lessee shall have applied for such permit within thirty (30) days prior to the date upon which such drilling operations must be commenced under the terms of this lease to avoid a forfeiture or termination thereof, the obligation to commence such drilling operations shall be suspended until such time as such permit is granted, or in the event such permit is denied so long as Lessee shall in good faith and with due diligence conduct proceedings appealing from such denial, and for a period of thirty (30) days thereafter; provided, however, that in no event shall such obligation be suspended under this paragraph beyond a period of one (1) year from the time upon which such drilling operations should otherwise have been commenced.

17. "Drilling operations" as used in this lease is defined to mean any work or actual operations for the purpose of drilling a well, including but not limited to the preparation of the ground therefor and the building of roads and facilities, provided the same be followed by the construction or erection of a derrick, the installation of drilling equipment and actual drilling in the ground, and that all such work be prosecuted diligently.

18. In the event that the leased land is less than the entire fee interest in the lands described, or if mineral rights only are leased and less than the entire mineral rights are covered, then the royalties herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the entire undivided fee interest in the land as a whole or in the mineral rights therein. If it develops that Lessor owns less than the interest purported to be leased hereby, then the rentals herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the interest purported to be leased hereby. If Lessor owns a greater interest in the lands described than is purported to be leased hereby or hereafter acquires any additional interest or title in the lands described, then this lease shall cover such greater or additional after-acquired interest or title, and Lessor agrees to give Lessee written notice of any such acquisition as soon as the same is made; in which event the rentals and royalties payable to Lessor shall be increased proportionately.

19. Lessor hereby agrees to defend Lessor's title to the leased land and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied or assessed on or against the leased land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessee, at its option, shall have the right to defend any suit brought attacking Lessor's title to the leased land, or to bring a quiet-title action in Lessor's name to validate Lessor's title thereto or in its own name to validate Lessee's title to the leasehold created hereby, and in such case Lessor agrees fully to assist and cooperate with Lessee in any such action. The reasonable cost and expense of any action to defend or validate Lessor's title shall be deductible by Lessee from monies becoming due to Lessor hereunder.

20. If the estate of either party hereto is assigned or conveyed (and the privilege of assigning in whole or in part is expressly allowed), the rights and obligations created hereby and the covenants hereof shall extend to and be binding upon such party's assigns or transferee, and the party so assigning or transferring such interest shall thenceforth be released from all obligations hereunder to the extent of the interest so assigned or transferred, but no change of ownership in the land or in the rentals or royalties shall be recognized by Lessee until Lessee has been furnished with written notice of such transfer or assignment, together with a certified copy of the instruments of transfer or assignment. If this lease shall be assigned as to a particular part or as to particular parts of the leased land, such division or severance of the lease shall constitute and create separate and distinct holdings under the lease of the several portions of the leased land as thus divided, and the holder of each such portion of the leased land shall be required to comply with and perform the Lessee's obligations under this lease for, and only to the extent of, his portion of the leased land; provided that nothing herein shall be construed to enlarge the drilling or rental obligations, and provided further that the commencement of the drilling operations and the prosecution thereof, as provided in Paragraph 6 hereof, either by the Lessee or any assignee hereunder, shall protect the lease as a whole.

21. All statements of production and royalty and all payments to be made by Lessee to Lessor hereunder shall be sent to the persons whose names are hereunto subscribed as Lessor on the Signature Page attached hereto, respectively, at the addresses shown thereon. Lessee shall, upon notification of change of ownership in the lands or in rentals or royalties hereunder, as provided in Paragraph 20 hereof, divide and distribute the same to the new owners of such interests; provided, however, that at any time after royalty becomes payable hereunder, Lessee may, at its option, withhold payment of such rentals or royalties until parties owning a majority of Lessor's interest designate in writing a recordable instrument delivered to Lessee, a bank, trust company or corporation in California, as a common agent and depository, to receive all payments due hereunder to such persons. Such designation may be changed at any time in the same manner. Delivery of all statements and payments hereunder may be made by depositing the same in the United States mail duly addressed to Lessor at the above address or addresses or to such agent and depository which shall constitute full performance of Lessee's obligation to make such delivery. In the event that the amount payable under this lease shall result in a payment of less than Five Dollars (\$5.00) becoming due Lessor, Lessee may, at its option, withhold and accrue sufficient periodic payments until the total due Lessor exceeds Five Dollars (\$5.00).

22. Any notice herein required or permitted to be given or furnished by one party to the other shall be in writing. Delivery of such written notice to Lessor shall be made by depositing the same in the United States mail duly certified and addressed to Lessor at the address shown on the Signature Page attached hereto and delivery of such written notice to Lessee shall be made by depositing the same in the United States mail duly certified and addressed to Lessee at Union Oil Center, Attn: Manager of Lands, Los Angeles, California 90017. Either party hereto may by written notice to the other party change its address to any other location.

23. Lessor hereby grants exclusively unto Lessee and its assigns such rights of way, easements and servitudes in, under and through the leased land as Lessee or its assigns may from time to time desire for boring well holes from surface locations outside the leased land in, under or through the leased land and for casing and otherwise completing and maintaining such wells and using the same for producing from other land, whether or not pooled with the leased land, such rights of way, easements and servitudes to continue for the duration of this lease and thereafter as hereinafter provided. If Lessee shall assign to any third party or parties rights granted to Lessee under this paragraph, the rights of Lessee shall not thereby be diminished, but in such event both Lessee and its assignee shall have, hold and enjoy said rights, each independently of the other. The rights of Lessee and of each assignee of Lessee under this paragraph shall continue after the expiration, surrender, forfeiture or other termination of this lease for a period of twenty

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(20) years from the date of this lease and so long thereafter as oil, gas or other hydrocarbon substances are produced by means of such well or as drilling, redrilling or remedial operations are being conducted with respect to any such well. Lessee and each such assignee utilizing any such rights after the expiration, surrender, forfeiture or other termination of this lease shall pay to Lessor a rental for each well subsequently maintained by it under or through the leased land at the rate of One Dollar (\$1.00) per annum per foot of the horizontal projection (computed to the nearest part of a foot) of the surveyed course of the part of the well of such Lessee or assignee lying within the confines of the leased land, the rental with respect to any such well to commence on the completion thereof and to continue until such well is abandoned in accordance with the requirements of the State of California; provided, however, that Lessor shall not be entitled to receive any rental under the provisions of this paragraph during such times as Lessor is entitled to receive royalty or rentals under other provisions of this lease. During the term of this lease, Lessor shall not grant any rights of way, easements or servitudes in and to the leased land in respect to the drilling for or the production of oil, gas, hydrocarbons and associated substances to any other person, firm or corporation without the written consent of Lessee.

24. Lessee is hereby given the right at its sole option, by a written declaration of pooling, at any time or from time to time, to combine or pool all or any part of the leased land with all or any part of any other tract or tracts of land, either adjoining the leased land or in the immediate vicinity thereof, so as to create by such combining or pooling one or more operating units for the production of oil, gas or other hydrocarbon substances, any such single unit not substantially to exceed one hundred sixty (160) acres in area for oil and six hundred forty (640) acres in area for gas; provided, however, that the designation of such unit shall be made prior to thirty (30) days after the completion of a well for oil and gas on the lands to be pooled and shall define the area which shall constitute the pool. In the event and as soon as any such oil or gas unit is so created, Lessee shall promptly record in the office of the county recorder in the county in which said land is situated such written declaration of pooling and Lessee shall give written notice of such pooling to Lessor. In the event there shall be lands within the boundaries of the unit which are not owned by or leased to Lessee, but Lessee should thereafter acquire an oil and gas lease on such lands, then Lessee may, at its option, by a supplemental declaration of pooling include such additional land and lease in such unit, but no retroactive adjustment of royalties shall be made. Lessor agrees that in the event production of oil, gas or other hydrocarbons is obtained from any lands included within any such unit, whether or not from lands covered by this lease, there shall be allocated to the lands covered by this lease and included in such unit, for the purpose of royalty determination, only that proportion of the entire production from such unit that the amount of Lessor's surface acreage in such unit bears to the total surface acreage in such unit, and royalty payable under this lease with respect to leased land included in such unit shall be computed only on that portion of such production so allocated to such leased land, such allocation shall be deemed to be the equivalent of producing oil, gas or other hydrocarbon substances for the purpose of prolonging the term of this lease as to that portion of the leased land included within such unit. For the purpose of determining drilling obligations in such unit, which shall be at least equal to the drilling obligations set forth hereinabove in this lease, the entire acreage so pooled shall be treated as if it were covered by one lease and the drilling of a well in any part of such unit, whether or not on land covered by this lease, shall fulfill Lessee's drilling obligations under this lease to the same extent as if such well were drilled on land covered by this lease and no other obligations shall accrue with respect to the several tracts of land included within any pooled unit. Upon the pooling of less than all of the land hereby leased, as hereinabove provided, this lease shall be severed and separately pooled acreage and unpooled acreage shall be segregated and constitute separate and distinct leaseholds, so that performance of the obligations of one shall validate that one regardless of any default in the other. Lessee may at any time quitclaim to the persons entitled thereto all or any part of the land in any such unit and thereupon Lessee shall be released from all further obligations with respect to land so quitclaimed and all drilling requirements thereunder shall be reduced pro rata and no owner of land in the unit not owning any interest in quitclaimed land except by virtue of such pooling shall have any interest in such quitclaimed land after the quitclaim is delivered or recorded. The payment of royalty hereunder, and the payment of royalty under any other lease covering land which was originally included within the unit, shall not be affected or reduced by any such quitclaim unless and until the quitclaimed land or some portion thereof shall be thereafter leased for oil or gas or the drilling of a well for oil or gas thereon shall be commenced thereon, or unless such quitclaim was made by reason of failure of title, whereupon all allocation of production to such quitclaimed land hereunder shall cease. Lessee may, at its sole option, at any time when there is no production in such unit of oil or gas in quantities deemed paying by Lessee, terminate such unit by a written declaration thereof, in the same manner in which it was created. Upon the termination of any such pool, if only a part of the leased land was included therein, this lease shall no longer be considered as separate and distinct leases and the effect of such termination shall be to return this lease to the status in which it was immediately prior to the creation of such unit as though no unit had been created. In the event any nonproductive well or wells shall be drilled under any such unit which is later terminated, such well or wells shall be deemed to have been drilled under and pursuant to the lease covering the land on which such well was bottomed.

25. This agreement may be executed in any number of counterparts with the same force and effect as if all parties signed the same document. The execution hereof by any person named as Lessor herein shall bind such person's interest whether or not any other person named as Lessor shall execute the same.

26. The entire agreement between the parties is set forth in this lease, and no covenant or agreement, express or implied, other than those set forth in this lease, shall be binding upon either of the parties hereto except insofar as this lease may subsequently be modified by written agreement of the parties.

27. Subject to the provisions hereinabove set forth, this lease and agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors in interest and assigns of the respective parties hereto.

28. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY CONTAINED HEREIN, THIS LEASE AND ALL RIGHTS GRANTED TO LESSEE HEREUNDER ARE EXPRESSLY LIMITED TO THOSE DEPTHS LYING BELOW 500 FEET BELOW THE SURFACE OF THE LANDS DESCRIBED ON THE LESSOR'S SIGNATURE PAGE HEREOF AND LESSEE SHALL NOT HAVE THE RIGHT TO ENTER UPON OR USE ANY PORTION OF SAID LANDS LYING ABOVE SAID DEPTH.

29. This Subsurface Oil and Gas Lease has been executed in duplicate and one executed copy of the "Lessors' Signature Page" is attached to the Lessors' copy of this Subsurface Oil and Gas Lease. It is agreed that the other executed copy of such Signature Page may be attached to an identical copy of this Subsurface Oil and Gas Lease together with other Signature Pages from other identical Subsurface Oil and Gas Leases executed by other Lessors for the purpose of recording the same.

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IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed the day and year first above written.

UNION OIL COMPANY OF CALIFORNIA

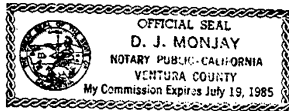
By J.S. Attebery
Its Attorney-in-Fact
LESSEE

STATE OF CALIFORNIA }
COUNTY OF VENTURA } SS.

On November 8, 1982, before me, D. J. Monjay

a Notary Public in and for said County and State, personally appeared J.S. Attebery
known to me to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of UNION OIL COMPANY OF CALIFORNIA and acknowledged to me that he subscribed the name of UNION OIL COMPANY OF CALIFORNIA thereto as principal and his own name as Attorney-in-Fact.

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



D. J. Monjay
Notary Public in and for said
County and State.

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NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Lloyd D. Abram UM
3151 Neap Court
Oxnard, CA. 93030

Check Date Aug. 31, 1982 Lease Number 206-10 3674

Rental Pursuant to Paragraph #6

Amount
\$ 2.50

Delivery Date 10-10 1982

Social Security No. 563-36-5085

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated Aug. 1, 1982

Lot 41 Tract 2318-1 in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 64, page 52 of Maps, in the office of the county recorder of said Ventura County.

A.P.N. 187-0-133-155

Signature of Lessors:

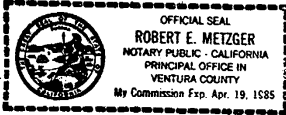
Lloyd D. Abram
Lloyd D. Abram

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 10 day of October, A.D., 1982, before me, ROBERT E. METZGER, a Notary Public in and for said County and State, personally appeared LLOYD D. ABRAM

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Robert E. Metzger
Notary Public in and for said County and State

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FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

MEMO: Legibility of
Types or Printing
UNSATISFACTORY in
Portions of this Document

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Robert G. Snowden EM
3141 Net Court
Oxnard, CA. 93030

Check Date Aug. 31, 1982 Lease Number 206-10 3095

Rental Pursuant to Paragraph #6

Amount
\$ 2.50

Delivery Date 7/3 1982

Social Security No. 013-74-2593

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 62 Tract 2318-1 in the City of Oxnard, County of Ventura, State of California as per map recorded in Book 64, Page 52 of Maps in the office of the County Recorder of said county.

A.P.N. 187-0-133-365

Subscribing Witness:

Signature of Lessors:

Robert G. Snowden
Robert G. Snowden

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STATE OF CALIFORNIA
COUNTY OF Ventura ss.

ON October 6 1982
before me, the undersigned, a Notary Public in and for said State, personally appeared Robert G. Snowden
Robert G. Snowden known to me,
to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Edna M. Miller
Notary Public in and for said State.
105325

OFFICIAL SEAL
EDNA M. MILLER
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My comm. expires OCT 11, 1983

ACKNOWLEDGMENT—General

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NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Michael L. Field SM
3080 Near Place
Oxnard, CA. 93030

Check Date Sept. 1, 1982 Lease Number 206-10 3717

Rental Pursuant to Paragraph #6

Amount \$1.50

Delivery Date 10-4 19 82

Social Security No. 561-58-2792

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 84, Tract No. 2318-2, in the city of Oxnard county of Ventura, state of California, as per map recorded in Book 60 page 19 of Maps. in the office of the county recorder of said county.

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A.P.N. 187-0-135-045

Subscribing Witness:

Signature of Lessors:

Michael L. Field

STATE OF CALIFORNIA
COUNTY OF Ventura ss.

ON October 4, 1982, 19
before me, the undersigned, a Notary Public in and for said State, personally appeared
Michael L. Field
known to me,
to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
SANDRA M FENTON
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My comm. expires JUL 11, 1986

Sandra M. Fenton
Notary Public in and for said State.
105325

ACKNOWLEDGMENT-General

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NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Check Date Lease Number

Lessor(s)

Aug. 31, 1982 208 10 3720

Alfred James Rizzo
Darlene Rizzo
3081 Via Marina Ct.
Oxnard, CA. 93030

Rental Pursuant to Paragraph #6

Amount
\$1.50

Delivery Date 9-7 19 82

Social Security No. 104-40-5527

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 37 Tract 2318-2 in the City of Oxnard, County of Ventura, State of California as per map recorded in Book 55, Page 19 of Maps in the office of the County Recorder of said county.

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A.P.N. 187-0-185-075

Subscribing Witness:

Signature of Lessors:

Alfred James Rizzo
Darlene Rizzo
Alfred James Rizzo
Darlene Rizzo

STATE OF CALIFORNIA,

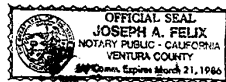
COUNTY OF VENTURA

ss.

ON SEPT. 7, 1982 19 82
before me, the undersigned, a Notary Public in and for said State, personally appeared ALFRED RIZZO & DARLENE RIZZO

known to me, to be the persons whose names ARE subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Joseph Felix
Notary Public in and for said State.

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ACKNOWLEDGMENT-General

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NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Donald B. Nunley MM/SP
3061 Via Marina Court
Oxnard, CA. 93030

Check Date

Lease Number

Aug. 31, 1982 206-103722

Rental Pursuant to Paragraph #6

Amount
\$ 2.50

Delivery Date OCT 11 19 82

Social Security No. 560 48 7541

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 89 Tract 2318-2 in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 66, page 12 of Maps in the office of the County Recorder of said county.

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A.P.N.

187-0-135-095

Signature of Lessors:

Donald B. Nunley
Donald B. Nunley

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss. LOS ANGELES

GENERAL ACKNOWLEDGEMENT

On this 11th day of October, A.D. 1982, before me, *Reginald A. Armour*, a Notary Public in and for said County and State, personally appeared *DONALD B. NUNLEY*

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

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



Reginald A. Armour
Notary Public in and for said County and State

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Lessor's Signature Page To Subsurface Oil and Gas Lease Union Oil Company of California

Map ___ Land ___ Control ___

FORM 4-8D53 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Check Date 8-31-82 Lease Number 200-10 3772

Lessor(s)

Stephen L. Staton
Diane S. Staton HW/JT
3070 Miramar Ct.
Oxnard, CA. 93030

Rental Pursuant to Paragraph #6	Amount
	\$ 2.50

Delivery Date 9-28 1982

Social Security No. 326-38-4375

Description:
The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 2, 1982

Lot 103 Tract 2318-2 in the city of Oxnard, county of Ventura state of California, as per map recorded in Book 66 page 19 of Maps in the office of the county recorder of said county.

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A.P.N. 187-0-141-035

Subscribing Witness:

Signature of Stephen L. Staton
Stephen L. Staton

Diane S. Staton
Diane S. Staton

STATE OF CALIFORNIA,)
COUNTY OF VENTURA) ss.

ON September 27 1982
before me, the undersigned, a Notary Public in and for said State, personally appeared
Stephen L. Staton & Diane S. Staton

_____, known to me,
to be the person s whose name s subscribed to the within instrument,
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Albert E. Marshall
Notary Public in and for said State.
105325

ACKNOWLEDGMENT - General

99501

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Check Date Aug. 31, 1982 Lease Number 265-10 2761

Lessor(s)

Victor C. Snyder
Ethyl C. Snyder
8122 Moonstone Way
Oxnard, CA. 93030

Rental Pursuant to Paragraph #6

Amount
\$.50

Delivery Date 9-2 1982
555-20-1532-Ethyl C. Snyder
Social Security No 546-24-9651-Victor C. Snyder

Description:
The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 124 Tract 2318-2 in the City of Oxnard, County of Ventura, State of California as per map recorded in Book 66, Page 10 of maps in the office of the County Recorder of said county.

99501

A.P.N. 157-0-142-025

Subscribing Witness:

Signature of Lessors:

Victor C. Snyder
Ethyl C. Snyder

STATE OF CALIFORNIA

COUNTY OF Ventura ss.

ON September 2, 1982
before me, the undersigned, a Notary Public in and for said State, personally appeared

Victor C. Snyder and Ethyl C. Snyder, known to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Fern Roberts
Notary Public in and for said State.

105325

99501

ACKNOWLEDGMENT - General

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Oxnard Beach County
Water District
353 Santa Monica Drive
Oxnard, CA. 93030

Check Date Lease Number

Aug 31 1982 206-10 3311

Rental Pursuant to Paragraph #6

Amount
\$ 10.00

Delivery Date September 13 19 82

Social Security No. 95-2114136

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1 1982

Lot 16, Block B Hollywood Beach Tract, in the county of Ventura, state of California, per map recorded in Book 13 page 2 through 5 of Maps in the office of the county recorder of said Ventura County.

99501

A.P.N. 206-0-231-030

Channel Islands County Water District
353 Santa Monica Drive
Oxnard, CA. 93030

Signature of Lessors:

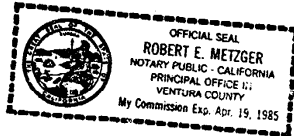
Francis R. Wertenberger
by: Francis R. Wertenberger, President

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 14 day of SEPTEMBER, A.D. 1982, before me, ROBERT E. METZGER, a Notary Public in and for said County and State, personally appeared FRANCIS R. WERTENBERGER

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Robert E. Metzger
Notary Public in and for said County and State

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

105325

Map Land Control

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Trigg W. Schaefer SM
3448 Ocean Drive
Oxnard, CA. 93030

Check Date Lease Number

Aug. 31, 1982 206-10 3315

Rental Pursuant to Paragraph #6

Amount
\$ 20.00

Delivery Date 9-15 1982

Social Security No. 560-58 4394

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 20 and 21 in Block B of Hollywood Beach Tract as per map recorded in Book 13, page 2, 35 sepp., of Maps in the office of the County Recorder of said Ventura County in the State of California/

AP.N. 206-0-231-270

99501

Signature of Lessors:

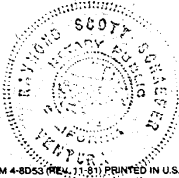
Trigg W. Schaefer
Trigg W. Schaefer

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 15th day of SEPTEMBER, A.D., 1982, before me, *RAYMOND SCOTT SCHAEFER*, a Notary Public in and for said County and State, personally appeared *TRIGG W. SCHAEFER*

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto, set my hand and affixed my official seal the day and year in this certificate first above written.



Raymond Scott Schaefer
Notary Public in and for said County and State

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

105325

Map ___ Land ___ Control ___

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

**UNINCORPORATED AREA OF
VENTURA COUNTY**

Lessor(s)

Walter Popp Trustee
Popp Family Trust U/D/T
2750 Bayshore Ave.
Ventura, CA. 93001

Check Date Lease Number

Sept. 1 1982 206-10 3830

Rental Pursuant to Paragraph #6

Amount
\$10.00

Delivery Date Sept. 20 1982

Social Security No. 319-18-9965

Description:
The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 35, Block B Hollywood Beach Tract, County of Ventura, state of California, as per map recorded in Book 13, page 2 of maps, in the office of the county recorder of said county.

A.P.N.

Signature of Lessor:

Walter Popp
Walter Popp

99501

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 20 day of Sept, A.D., 1982, before me, D.J. Monjay, a Notary Public in and for said County and State, personally appeared Walter Popp, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



D. J. Monjay
Notary Public in and for said County and State
105325

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases, signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

George Penaja
Charlotte O. Penaja HW/JT
813 N. California St.
Burbank, CA. 91505

Check Date Aug. 31, 1982 Lease Number 206-10 3850

Rental Pursuant to Paragraph #6

Amount
\$10.00

Delivery Date Sept. 10 19 82
548-07-5550
Social Security No. 560-65-9230

Description:
The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 5 of Block A, Hollywood Beach Tract in the county of Ventura, state of California, as per map thereof recorded in the office of the county recorder of said Ventura county in book 13, page 2, of Maps.

A.P.N. 206-0-232-190

Signature of Lessors:

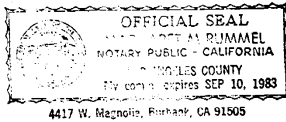
George Penaja
Charlotte Penaja
Charlotte Penaja

99501

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 10th day of September, A.D., 1982, before me, Margaret M. Rummel, a Notary Public in and for said County and State, personally appeared George Penaja and Charlotte Penaja, known to me to be the person George Penaja and Charlotte Penaja whose names subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Margaret M. Rummel
Notary Public in and for said County and State

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map _____ Land _____ Control _____

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary MARGARET M. RUMMEL

Date Commission Expires 9-10-83

Place of Execution of this Declaration Ventura County

Date 10-11-82

105325

R.J. Shipley (Union Oil Company of CA)
Signature (Firm name if any)

99501

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Corinne Chapman UM W
P.O. Box 2711
Oxnard, CA. 93034

Check Date

Aug. 31, 1982

Lease Number

206-10 3852

Rental Pursuant to Paragraph #6

Amount
\$10.00

Delivery Date 9-13 19 82

Social Security No. 564-09-3490

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 7 Block A, Hollywood Beach in the county of Ventura, state of California, as per map recorded in Book 13, page 2 of Maps in the office of the county recorder of said Ventura county.

99501

A.P.N. 206-0-232-170

Signature of Lessors:

Corinne Chapman
Corinne Chapman

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.

GENERAL ACKNOWLEDGEMENT

On this 13 day of September, A.D. 1982, before me, Laura J. Calzada, a Notary Public in and for said County and State, personally appeared Corinne Chapman

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that s he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Laura J. Calzada
Notary Public in and for said County and State

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

105325

Map _____ Land _____ Control _____

FORM 4-8D53 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Thomas E. Kneafsey
Michele A. Kneafsey
Co-Trst. of Kneafsey
Pam. Trst.
1200 Wilshire Blvd.
Los Angeles, CA. 90052

Check Date Lease Number
Aug. 31 1982 206-10 3572

Rental Pursuant to Paragraph #6 Amount
\$10.00

Delivery Date 9-29 1982

Social Security No. 454-56-4794

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 27, Block A, Hollywood Beach Tract, as per map recorded in Book 13, page 2 of Maps, in the office of the County Recorder of Ventura County in the state of California.

99501

A.P.N. 206-0-232-460

Signature of Lessors:

Thomas E. Kneafsey
Thomas E. Kneafsey
Michele A. Kneafsey
Michele A. Kneafsey

STATE OF CALIFORNIA
COUNTY OF VENTURA ss *Los Angeles*

GENERAL ACKNOWLEDGEMENT

On this 29th day of September, A.D., 1982, before me, Dorothy M. O'Neil, a Notary Public in and for said County and State, personally appeared Thomas E. Kneafsey and Michele A. Kneafsey, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Dorothy M. O'Neil
Notary Public in and for said County and State

105325

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF VENTURA COUNTY

Lessor(s)

Edward R. Vinieratos UM
1253 Red Oak
Camarillo, CA. 93010

Check Date Aug. 31, 1982 Lease Number 206-10 3912

Rental Pursuant to Paragraph #6

Amount \$10.00

Delivery Date 9/30 1982

Social Security No. 226-50-0681

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 4, Block D, Hollywood Beach Tract, as per map recorded in book 13, page 2 of Maps, in the office of the county recorder of Ventura County, in the state of California,

A.P.N. 206-0-241-090

Signature of Lessors:

Edward R. Vinieratos 9/30/82
Edward R. Vinieratos

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.

GENERAL ACKNOWLEDGEMENT

On this 30th day of September, A.D. 1982, before me Patricia Lee Zimmerman, a Notary Public in and for said County and State, personally appeared Edward R. Vinieratos

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Patricia Lee Zimmerman LS
Notary Public in and for said County and State

105325 099501

Lessor's Signature Page To Subsurface Oil and Gas Lease Union Oil Company of California

Map ___ Land ___ Control ___

FORM 4-8D53 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF VENTURA COUNTY

Lessor(s)

Donald R. Wyrick
Dorothea J. Wyrick HW/CF
105 La Granada
Oxnard, CA. 93030

Check Date Aug. 31, 1982 Lease Number 206-10 3941

Rental Pursuant to Paragraph #6 Amount \$ 10.00

Delivery Date Oct 2 1982

Social Security No 549-32-9680

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 33, Block D, Hollywood Beach Tract, in the county of Ventura, state of California, as per map recorded in Book 13, page 2 of Maps, in the office of the county recorder of said Ventura County.

99501

AP.N. 206-0-241-130

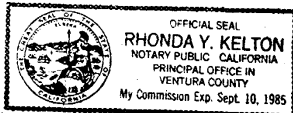
Signature of Lessors:

Donald R. Wyrick
Donald R. Wyrick
Dorothea J. Wyrick
Dorothea J. Wyrick

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 2nd day of October, A.D. 1982, before me, Rhonda Y. Kelton, a Notary Public in and for said County and State, personally appeared Donald R. Wyrick and Dorothea J. Wyrick, known to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Rhonda Y. Kelton
Notary Public in and for said County and State
105325

FORM 4-8DS3 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To Subsurface Oil and Gas Lease Union Oil Company of California

Map ___ Land ___ Control ___

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF VENTURA COUNTY

Lessor(s)

Walter Popp TRST.
Popp Family Trust U/D/T
2750 Bayshore Ave.
Ventura, CA. 93001

Check Date Lease Number
Aug. 31 1982 206-10 3954

Rental Pursuant to Paragraph #6 Amount
\$10.00

Delivery Date Sept. 20 1982

Social Security No. 319-18-9965

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 46, Block D, Hollywood Beach Tract, in the county of Ventura, state of California, as per map recorded in Book 13, page 2, of Miscellaneous Records, in the office of the county recorder of said county.

99501

A.P.N. 206-0-244-050

Signature of Lessors

Walter Popp
Walter Popp

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 20 day of Sept, A.D. 1982, before me, D.J. Monjay, a Notary Public in and for said County and State, personally appeared Walter Popp

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

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



D.J. Monjay
Notary Public in and for said County and State

105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map Land Control

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Marvin Young
Margaret A. Young HW/JT
4432 Farndale Ave.
North Hollywood, CA.

Check Date
Aug. 31, 1982

Lease Number
206-10 3923

Rental
Pursuant to
Paragraph #6

Amount
\$ 10.00

Delivery Date Sept 29 1982

Social Security No. 5060-12-0400
485-07-3788

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 35, Block C of Hollywood Beach Tract, as per map thereof recorded in Book 13, page 2 et seq., Miscellaneous Records (Maps), in the office of the County Recorder of said County.

99501

A.P.N. 206-0-243-130

Signature of Lessors:

Marvin Young
Marvin Young
Margaret A. Young
Margaret A. Young

STATE OF CALIFORNIA) ss.
COUNTY OF ~~VENTURA~~ Santa Barbara

GENERAL ACKNOWLEDGEMENT

On this 30th day of September, A.D. 1982, before me, Catherine L. Gibson, a Notary Public in and for said County and State, personally appeared Marvin Young and Margaret A. Young ~~known to me to be~~ proven true on the basis of satisfactory evidence the person 9 whose name 5 subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Catherine L. Gibson
Notary Public in and for said County and State

105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map _____ Land _____ Control _____

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Donald W. Dodd
Mary D. Dodd HW/JT
~~1602 Amate Dr.~~
~~Whittier, CA. 90603~~
1602 AMATE DR
HA HABRA HTS
CA 90631

Check Date Lease Number
Aug. 31, 1982 206-10 4044

Rental Pursuant to Paragraph #6 Amount
\$ 10.00

Delivery Date Oct 5 1982

Social Security No. 561267006

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August, 1, 1982

Lot 36, Block P of Hollywood Beach Tract as per Map recorded in Book 13 of Maps, page 2 (Miscellaneous Records) in the office of the County Recorder of said Ventura County, state of California.

09501

A.P.N. 206-0-254-090

Signature of Lessors:

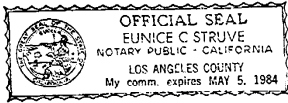
Donald W. Dodd
Donald W. Dodd
Mary D. Dodd
Mary D. Dodd

STATE OF CALIFORNIA) ss.
COUNTY OF VENTURA)
Los Angeles

GENERAL ACKNOWLEDGEMENT

On this 5th day of October, A.D., 1982, before me, Eunice Struve, a Notary Public in and for said County and State, personally appeared Donald W. Dodd and Mary D. Dodd

known to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that They executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Eunice C. Struve
Notary Public in and for said County and State

105325

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map _____ Land _____ Control _____

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

**UNINCORPORATED AREA OF
VENTURA COUNTY**

Lessor(s)

Marvin C. Canter Trst.
Jeanette M. Canter Trst.
Marvin G. & Jeanette M. Canter
Trust
P.O. Box 2797
Oxnard, CA. 93034

Check Date Sept. 1, 1982 Lease Number 206-10 4065

Rental Pursuant to Paragraph #6

Amount
\$ 10.00

Delivery Date 9/24/82 19__

Social Security No. 552-26-6345

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 5, Block E, Hollywood Beach Tract as per map recorded in Book 13, page 2 of Maps, in the office of the county recorder of said county of Ventura, state of California.

A.P.N. 206-0-252-140

99501

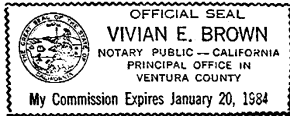
Signature of Lessors:

Jeanette M. Canter Trst.
Jeanette M. Canter, Trustee
Marvin C. Canter Trst.
Marvin C. Canter, Trustee

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 24th day of September, A.D., 1982, before me, Vivian E. Brown, a Notary Public in and for said County and State, personally appeared Jeanette M. Canter & Marvin G. Canter, known to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Vivian E. Brown
Notary Public in and for said County and State

105325

Lessor's Signature Page To Subsurface Oil and Gas Lease Union Oil Company of California

Map ___ Land ___ Control ___

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

**UNINCORPORATED AREA OF
VENTURA COUNTY**

Lessor(s)

Clark R. Hoffman SM
3748 Ocean Drive
Oxnard, CA. 93030

Check Date

Lease Number

Sept. 1, 1982 206-10 4089

Rental
Pursuant to
Paragraph #6

Amount
\$ 10.00

Delivery Date 24 Sept 1982

Social Security No. 508-32-6271

Description:

The interest herein is set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 27, Block E of Hollywood Beach Tract, as per map recorded in Book 13, page 2 of Maps, in the office of the County Recorder of Ventura County, state of California.

99501

A.P.N. 206-0-252-230

Signature of Lessors:

Clark R. Hoffman
Clark R. Hoffman

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 24TH day of SEPTEMBER, A.D. 1982, before me, CLAIRE A. HENRY, a Notary Public in and for said County and State, personally appeared CLARK R. HOFFMAN, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Claire A. Henry
Notary Public in and for said County and State

105325

FORM 4-8D53 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Frank Wayne Brier SM
P.O. Box 1178
Mammoth Lakes, CA. 93546

Check Date

Lease Number

Sept. 1, 1982 206-10 4111

Rental Pursuant to Paragraph #6

Amount
\$ 10.00

Delivery Date Sept. 24 1982

Social Security No. 568-54-6111

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 50, Block E of Hollywood Beach Tract, County of Ventura, state of California, as per map thereof recorded in Book 13, page 2 of Maps, in the office of the County Recorder of said County.

99501

A.P.N. 206-0-253-010

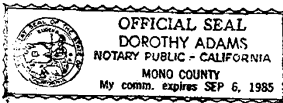
Signature of Lessors:

Frank Wayne Brier
Frank Wayne Brier

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.
County of Mono

GENERAL ACKNOWLEDGEMENT

On this 24th day of September, A.D. 19 82, before me, Dorothy Adams, a Notary Public in and for said County and State, personally appeared Frank Wayne Brier proven to me on the basis of satisfactory evidence known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Dorothy Adams
Notary Public in and for said County and State
105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Douglas G. Robertson UM
4045 Sunset Lane
Oxnard, CA. 93030

Check Date Sept. 1, 1982 Lease Number 206-10 1124

Rental Pursuant to Paragraph #6

Amount
\$10.00

Delivery Date 9/24/82
Social Security No. 470-32-7061

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 13, Block "H", of Hollywood Beach tract, as shown on a map recorded in Book 13, page 2 to 5, inclusive of Maps, in the office of the County Recorder of said County.

99501

A.P.N. 206-0-262-260

Signature of Lessors:

Douglas G. Robertson
Douglas G. Robertson

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 24th day of September, A.D., 1982, before me, He undersigned, a Notary Public in and for said County and State, personally appeared Douglas G. Robertson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



R. June Wood
Notary Public in and for said County and State

105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map _____ Land _____ Control _____

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Marquis A. Herrell
Julia O. Herrell HW/JT
4045 Ocean Drive
Oxnard, CA. 93030

Check Date Lease Number
Sept. 1, 1982 206-10 4159

Rental Pursuant to Paragraph #6

Amount
\$ 10.00

Delivery Date 10-7 1982

Social Security No. 573-20-5010

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 48, Block H Hollywood Beach Tract, in the county of Ventura, state of California, as per map recorded in Book 13, page 2 of Maps in the office of the County Recorder of said Ventura County.

A.P.N. 206-0-267-050

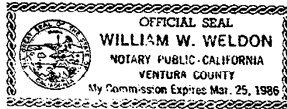
99501

Marquis A. Herrell Signature of Lessors:
Marquis A. Herrell Julia O. Herrell
Julia O. Herrell

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 7th day of October, A.D., 1982, before me, William W. Weldon, a Notary Public in and for said County and State, personally appeared Marquis A. Herrell and Julia O. Herrell, known to me to be the persons whose name subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



William W. Weldon
Notary Public in and for said County and State
105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

FORM 4-8053 (REV. 11-61) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

John Palumbo, MM/SP
16721 Sherman Way, #22
Van Nuys, CA. 91406

Check Date Lease Number
Sept. 1 1982 206-10 4173

Rental Pursuant to Paragraph #6 Amount
\$ 10.00

Delivery Date 9/29 19 82

Social Security No. 040-12-1843

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1932

Lot 8 in Block G of Hollywood Beach Tract, County of Ventura, as per map recorded in book 13, page 2 of Maps, in the office of the county recorder of said county.

09501

A.P.N. 206-0-263-110

Signature of Lessors:

John Carmen Palumbo
John Palumbo, aka
John Carmen Palumbo

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.

GENERAL ACKNOWLEDGEMENT

On this 29th day of September, A.D., 1982, before me, Willow M. Russell, a Notary Public in and for said County and State, personally appeared John Carmen Palumbo

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

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



Willow M. Russell
Notary Public in and for said County and State

105325

FORM 4-8D53 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map Land Control

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF VENTURA COUNTY

Lessor(s)

Armando Pallais
Virginia Pallais HW/JT
4065 Romany Dr.
Oxnard, CA. 93030

Check Date Lease Number

Sept. 1, 1982 206-10 4177

Rental Pursuant to Paragraph #6 Amount \$10.00

Delivery Date 9/22 1982

Social Security No. 546-14-9888

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 12, Block "G", Hollywood Beach, in the county of Ventura, state of California, as per map recorded in Book 13, Page 2, of Maps, in the office of the county recorder of said county.

99501

A.P.N. 206-0-263-070

Signature of Lessors:

Armando Pallais aka Armando R. Pallais
Virginia Pallais

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 22nd day of September, A.D. 1982, before me, Vickie L. Essick, a Notary Public in and for said County and State, personally appeared Armando R. Pallais and Virginia Pallais

the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Vickie L. Essick
Notary Public in and for said County and State

105325

Lessor's Signature Page To Subsurface Oil and Gas Lease Union Oil Company of California

Map Land Control

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Edward L. Aagaard SM
1674 Calle Artigas
Thousand Oaks, CA. 91360

Check Date Lease Number
Sept. 1, 1982 206-10 4202

Rental Amount
Pursuant to \$ 10.00
Paragraph #6

Delivery Date SEP 30 19 82

Social Security No. 335-34-3711

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1 1982

Lot 37, Block G, Hollywood Beach Tract, as per map recorded in Book 13, page 2 et seq., of Official Records, in the office of the County Recorder of Ventura County in the state of California.

A.P.N. 206-0-263-340

105325

Signature of Lessors:

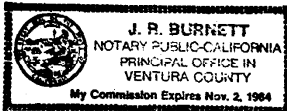
Edward L. Aagaard
Edward L. Aagaard

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 30th day of Sept, A.D. 1982, before me, J. P. BURNETT, a Notary Public in and for said County and State, personally appeared EDWARD L. AAGAARD

the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



J. P. Burnett
Notary Public in and for said County and State

105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map _____ Land _____ Control _____

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Harold Cooper
Marta L. Cooper HW/CP
2651 Hutton Dr.
Beverly Hills, CA. 90210

Check Date Lease Number
Sept. 1, 1982 206-10 4203

Rental Pursuant to Paragraph #6 Amount
\$ 10.00

Delivery Date 10-21 1982

Social Security No. 130-01-3864
568-50-4739

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

The Northerly 1/4 of the combined lots 42,43&44 of Block G of Hollywood Beach Tract in the County of Ventura state of California, as shown on the map thereof recorded in the office of the County Recorder of said county, in book 13, pg.2 Miscellaneous Records (Maps), the southerly line of said northerly 1/4 to be parallel with the center line of La Brea St. as shown upon said map EXCEPTING therefrom that portion if any, lying below the mean high tide line of the Pacific Ocean as it existed July 17, 1924, date of filing said maps or anytime subsequent thereto.

A.P.N. 206-0-264-050

SS# 130-01-3864

SS# 568-50-4739

Signature of Lessors:
Harold Cooper
Marta L. Cooper

99501

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 4th day of October, A.D. 1982, before me, Paula Christine Apostolo F., a Notary Public in and for said County and State, personally appeared HAROLD COOPER & MARTA L. COOPER, known to me to be the person S, whose name, SS# subscribed to the within instrument, and acknowledged to me that Yhe Y executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Paula Christine Apostolo F.
Notary Public in and for said County and State

105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Edward L. Parrott SM
9436 Vanalden Ave.
Northridge, CA. 91324

Check Date Lease Number
Sept. 1, 1982 206-10 4212

Rental Pursuant to Paragraph #6 Amount
\$ 20.00

Delivery Date 10-4 1982

Social Security No. 399-22-6003

Description:
The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

August 1, 1982

Lease Dated _____

Lot 47 and 48, Block G, Hollywood Beach Tract as per map recorded in Book 13, page 2 of Miscellaneous Records of Ventura County, State of California in the office of the County Recorder

A.P.N. 206-0-264-020

Signature of Lessors: _____

Edward L. Parrott

99501

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 4th day of October, A.D., 1982, before me, Willous M. Russell, a Notary Public in and for said County and State, personally appeared Edward L. Parrott, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Willous M. Russell
Notary Public in and for said County and State

105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map _____ Land _____ Control _____

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF VENTURA COUNTY

Lessor(s)

Clark Hoffman SM
3748 Ocean Dr.
Oxnard, CA. 93030

Check Date Lease Number

Sept. 1, 1982 206-10 4230

Rental Pursuant to Paragraph #6 Amount \$ 10.00

Delivery Date 24 Sept 1982

Social Security No. 508-32-6271

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 3, Block I, Hollywood Beach Tract, in the county of Ventura, state of California, as per map recorded in Book 13 page 2 of Maps, in the office of the county recorder of said Ventura County.

A.P.N. 206-0-271-180

Signature of Lessors:

Clark R. Hoffman
Clark Hoffman aka
Clark R. Hoffman

09501

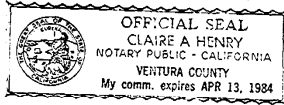
STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 24th day of SEPTEMBER, A.D. 1982, before me, CLAIRE A. HENRY, a Notary Public in and for said County and State, personally appeared CLARK R. HOFFMAN

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

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



Claire A. Henry
Notary Public in and for said County and State

105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

UNINCORPORATED AREA OF
VENTURA COUNTY

Lessor(s)

Check Date Sept. 1, 1982 Lease Number 206-10 4231

Clark Hoffman SM
3748 Ocean Dr.
Oxnard, CA. 93030

Rental Pursuant to Paragraph #6
Amount
\$ 10.00

Delivery Date 24 Sept 1982

Social Security No. 508-32-6271

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

Lot 4, Block I, Hollywood Beach Tract in the county of Ventura state of California, as per map recorded in Book 13, page 2 of Maps, in the office of the County Recorder of said Ventura County.

99501

A.P.N. 206-0-271-170

Signature of Lessors:

Clark R. Hoffman
Clark Hoffman, aka Clark R. Hoffman

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 24TH day of SEPTEMBER, A.D. 1982, before me, CLAIRE A. HENRY, a Notary Public in and for said County and State, personally appeared CLARK R. HOFFMAN

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LS



Claire A. Henry
Notary Public in and for said County and State

105325

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Floyd M. Rees
Lorraine A. Rees HW/CP
1821 Adelaide Ct.
Oxnard, CA. 93033

Check Date Sept. 1, 1982 Lease Number 206-10 1332

Rental Pursuant to Paragraph #6 Amount \$5.00

Delivery Date 9-3-1982

Social Security No. 22-24-5481

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

A condominium estate described as follows:
Unit No. 59 of Lot No. 3 and an undivided one-eighty fourth (1/84th) interest in and to Lot No. 4 of Tract No. 2248, in the City of Oxnard, county of Ventura, State of California as per map recorded in book 60 pages 57, 58 and 59 of Maps in the office of the County Recorder of said county.

EXCEPTING THEREFROM an undivided 50 percent (50%) interest in all oil, gas, minerals and other hydrocarbon substances lying in, on or under, or which may be produced from the above described land.

A.P.N. 187-0-111-035

SS# 562-24-5481
SS# 543-18-2986

Signature of Lessors:

Floyd M. Rees
Floyd M. Rees
Lorraine A. Rees
Lorraine A. Rees

99501

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 30th day of September, A.D. 1982, before me, Louise M. Corridan, a Notary Public in and for said County and State, personally appeared Floyd M. Rees and Lorraine A. Rees, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



313 W. Channel Island Blvd., Port Huon, CA 93041

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

105325

Map ___ Land ___ Control ___

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Kengo Tanaka
Lucy Y. Tanaka HW
811 Columbia Ct.
Oxnard, CA. 93030

Check Date

Sept. 27, 1982

Lease Number

296-104334

Rental Pursuant to Paragraph #6

Amount

\$5.00

Delivery Date September 18, 19 82

Social Security No. 561-54-5472

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

A condominium estate described as follows:

Unit No. 61 of Lot No. 3 and an undivided one-eighty fourth (1/84th) interest in and to Lot No. 4 of Tract No. 2248, in the City of Oxnard, county of Ventura, State of California as per map recorded in book 60 pages 57, 58 and 59 of Maps in the office of the County Recorder of said county.

EXCEPTING THEREFROM an undivided 50 percent (50%) interest in all oil, gas, minerals and other hydrocarbon substances lying in, on or under, or which may be produced from the above described land.

A.P.N. 187-0-111-055

Signature of Lessors:

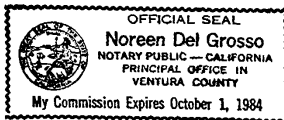
Kengo Tanaka
Lucy Y. Tanaka
Lucy Y. Tanaka

09501

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 18 day of Sept., A.D., 19 82, before me, *Noreen Del Grosso*, a Notary Public in and for said County and State, personally appeared *Kengo Tanaka and Lucy Y. Tanaka*, known to me to be the person *X* whose name *all* subscribed to the within instrument, and acknowledged to me that *they* executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Noreen Del Grosso
Notary Public in and for said County and State

105325

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Kenneth Thompson Jr., MM/SP
Margot Lennartz UMW/
P.O. Box 1394
Burbank, CA. 91507

Check Date

Lease Number

Aug 31, 1982 206-10 4342

Rental Pursuant to Paragraph #6

Amount

\$5.00

Delivery Date 9-29- 19 82

Social Security No. 569-03-4703

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

A condominium estate described as follows:
Unit No. 69 of Lot No. 3 and an undivided one-eighty fourth (1/84th) interest in and to Lot No. 4 of Tract No. 2248, in the City of Oxnard, county of Ventura, State of California as per map recorded in book 60 pages 57, 58 and 59 of Maps in the office of the County Recorder of said county.

EXCEPTING THEREFROM an undivided 50 percent (50%) interest in all oil, gas, minerals and other hydrocarbon substances lying in, on or under, or which may be produced from the above described land.

A.P.N. 187-0-111-135

Signature of Lessors:

Kenneth Thompson Jr.
Kenneth Thompson Jr.
Margot Lennartz
Margot Lennartz

99501

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.
LOS ANGELES

GENERAL ACKNOWLEDGEMENT

On this 29th day of September, A.D., 19 82, before me, PATRICIA J. HALEY, a Notary Public in and for said County and State, personally appeared KENNETH THOMPSON, JR. AND MARGOT LENNARTZ,

known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Patricia J. Haley
Notary Public in and for said County and State

105325

FORM 4-8D53 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To Subsurface Oil and Gas Lease Union Oil Company of California

Map ___ Land ___ Control ___

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Peter Hughes SM
470 Mariposa Dr.
Ventura, CA. 93003

Check Date

October 4, 1982

Lease Number

206-10 4392

Rental Pursuant to Paragraph #6

Amount
\$5.00

Delivery Date October 4 19 82

Social Security No. 543-32-8799

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1 1982

A condominium estate described as follows:

Unit No. 7 of Lot No. 1 and an undivided one-eighty fourth (1/84th) interest in and to Lot No. 4 of Tract No. 2248, in the City of Oxnard, county of Ventura, State of California as per map recorded in book 60 pages 57, 58 and 59 of Maps in the office of the County Recorder of said county.

EXCEPTING THEREFROM an undivided 50 percent (50%) interest in all oil, gas, minerals and other hydrocarbon substances lying in, on or under, or which may be produced from the above described land.

A.P.N.

187-0-112-075

Signature of Lessors:

Peter Hughes
Peter Hughes

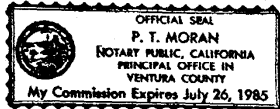
99501

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 4th day of October, A.D., 19 82, before me, P.T. Moran, a Notary Public in and for said County and State, personally appeared

Peter Hughes, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



P.T. Moran
Notary Public in and for said County and State

105325

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To Subsurface Oil and Gas Lease Union Oil Company of California

Map ___ Land ___ Control ___

NOV 9 1982



The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Frank C. Pedroza
Rose F. Pedroza
Co-Trst. Pedroza
Family Revoc. Trst.
1821 Masthead Dr.
Oxnard, CA. 93033

Check Date Lease Number
Sept. 1, 1982 206-10 1394

Rental
Pursuant to
Paragraph #6

Amount
\$5.00

Delivery Date September 13 1982

Social Security No. 573-50-3261

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

A condominium estate described as follows:

Unit No. 9 of Lot No. 1 and an undivided one-eighty fourth (1/84th) interest in and to Lot No. 4 of Tract No. 2248, in the City of Oxnard, county of Ventura, State of California as per map recorded in book 60 pages 57, 58 and 59 of Maps in the office of the County Recorder of said county.

EXCEPTING THEREFROM an undivided 50 percent (50%) interest in all oil, gas, minerals and other hydrocarbon substances lying in, on or under, or which may be produced from the above described land.

A.P.N. 187-0-112-095

99501

Signature of Lessors:

Frank C. Pedroza
Frank C. Pedroza
Rose F. Pedroza
Rose F. Pedroza

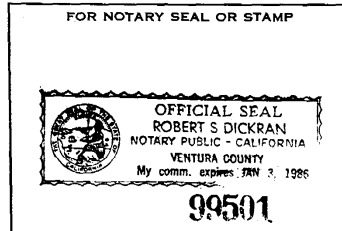
STATE OF CALIFORNIA }
COUNTY OF VENTURA } SS.
On SEPT 13, 1982 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared
FRANK C. PEDROZA
ROSE F. PEDROZA, known to me
to be the person S whose name S subscribed to the
within instrument and acknowledged that THEY executed the
same.

Robert S. Dickran

ENT

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105325

Misc-188 (G.S.) Act. Individual (Rev. 9-81) Sample

NOV 9 1982

The Lessors whose names are hereunto subscribed hereby consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Theodore A. Lohkamp
Gracie M. Lohkamp HW/JT
P.O. Box 176
Port Hueneme, CA. 93041

Check Date Lease Number
Sept. 27, 1982 206- 10 4399

Rental Pursuant to Paragraph #6 Amount
\$5.00

Delivery Date Sept 13 1982

Social Security No. 544-30-4950

Description:
The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

A condominium estate described as follows:
Unit No. 14 of Lot No. 1 and an undivided one-eighty fourth (1/84th) interest in and to Lot No. 4 of Tract No. 2248, in the City of Oxnard, county of Ventura, State of California as per map recorded in book 60 pages 57, 58 and 59 of Maps in the office of the County Recorder of said county.

EXCEPTING THEREFROM an undivided 50 percent (50%) interest in all oil, gas, minerals and other hydrocarbon substances lying in, on or under, or which may be produced from the above described land.

A.P.N. 187-112-145

Signature of Lessors:
Theodore A. Lohkamp
Gracie M. Lohkamp
Theodore A. Lohkamp
Gracie M. Lohkamp

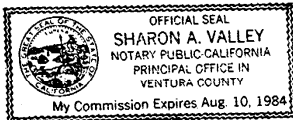
99501

STATE OF CALIFORNIA } ss.
COUNTY OF VENTURA }

GENERAL ACKNOWLEDGEMENT

On this 13 day of September, A.D., 19 82, before me, Sharon A. Valley, a Notary Public in and for said County and State, personally appeared Theodore A. Lohkamp and Gracie M. Lohkamp

known to me to be the person , whose name subscribed to the within instrument, and acknowledged to me that the Y executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sharon A. Valley
Notary Public in and for said County and State

105325

FORM 4-6053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map Land Control

NOV 9 1982



The Lessors whose names are set forth herein consent to Lessee's detaching this signature page from the foregoing Oil and Gas Lease and attaching it to an identical copy of the foregoing Oil and Gas Lease together with other signature pages from other identical Oil and Gas Leases signed by other Lessors for the purpose of recording the same.

CITY OF OXNARD

Lessor(s)

Stephanie P. Feller, wid.
3001-C W. Hemlock St.
Oxnard, CA. 93030

Check Date Sept. 27, 1982 Lease Number 206-104400

Rental Pursuant to Paragraph #6	Amount
	\$5.00

Delivery Date Sept. 17, 1982

Social Security No. 490-12-9772

Description:

The interest hereinafter set forth in all oil, gas or other hydrocarbon substances lying in, under and which may be produced from depth below 500 feet below the surface of the following described land situate in the State of California, County of Ventura.

Lease Dated August 1, 1982

A condominium estate described as follows:
Unit No. 15 of Lot No. 1 and an undivided one-eighty fourth (1/84th) interest in and to Lot No. 4 of Tract No. 2248, in the City of Oxnard, county of Ventura, State of California as per map recorded in book 60 pages 57, 58 and 59 of Maps in the office of the County Recorder of said county.

EXCEPTING THEREFROM an undivided 50 percent (50%) interest in all oil, gas, minerals and other hydrocarbon substances lying in, on or under, or which may be produced from the above described land.

A.P.N. 187-0-112-155

Signature of Lessors:

Stephanie P. Feller
Stephanie P. Feller 9-17-82

99501

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

GENERAL ACKNOWLEDGEMENT

On this 17th day of Sept., A.D., 1982, before me, Sharon R. Fellows, a Notary Public in and for said County and State, personally appeared STEPHANIE P. FELLER

the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sharon R. Fellows
Notary Public in and for said County and State

FORM 4-8053 (REV. 11-81) PRINTED IN U.S.A.

Lessor's Signature Page To
Subsurface Oil and Gas Lease
Union Oil Company of California

Map ___ Land ___ Control ___

105325

OFFICIAL RECORDS
OF VENTURA COUNTY RECORDER
ROBERT L. HAMM

Nov 9 11 20 AM '82

PAID BY CK

FEE \$50.00-43

NOV 9 1982