

Second Amendment to the Amended and Restated Field Contractor Agreement
(Harbor Department - Segment II)

23697

This Second Amendment to the Amended and Restated Field Contractor Agreement (Harbor Department - Segment II) (City Contract No. 23697) ("Second Amendment") is made and entered into as of this 1st day of January, 2010 ("Effective Date"), by and between the City of Long Beach, a municipal corporation ("City") and Tidelands Oil Production Company, a Texas partnership ("Contractor"). The City and Contractor may be collectively referred to as the "Parties."

RECITALS

WHEREAS, on September 1, 1994, the Parties entered into that certain Amended and Restated Field Contractor Agreement, and on May 1, 2003 the Parties entered into that certain First Amendment to the Amended and Restated Field Contractor Agreement (as amended, the "Field Contractor Agreement");

WHEREAS, concurrent with the execution of this Second Amendment, the Parties will enter into the Agreement for Implementation of an Optimized Waterflood Program for the West Wilmington Oil Field ("Tidelands OWPA") and as a result, the Field Contractor Agreement needs to be modified as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2 of the Field Contractor Agreement shall be replaced in its entirety as follows:

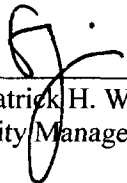
This Agreement shall be effective as of September 1, 1994 and shall continue in effect during the term of the Unit Operating Agreements; provided however, that either party hereto may at any time, upon ninety (90) days' prior written notice to the other, terminate this Agreement. Notwithstanding the foregoing, should City terminate pursuant to this Section 2 prior to the termination of the Unit Operating Agreements, City shall reimburse Contractor for all sums which it expended pursuant to the Tidelands OWPA including but not limited to the \$20,000,000 minimum City Development Cost commitment contained therein.

2. Except as expressly set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be duly executed as of the day and year first above written.

Dated: Dec 28, 2009


CITY OF LONG BEACH,
a municipal corporation

By:  Assistant City Manager
Patrick H. West
City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

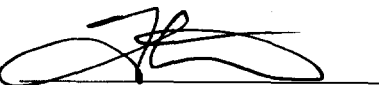
Dated: Dec 17, 2009

TIDELANDS OIL PRODUCTION COMPANY,
a Texas partnership, by its general partners
Oxy Tidelands, Inc.

By: 
Todd Stevens
Vice President

Dated: Dec 17, 2009

Oxy Wilmington, LLC

By: 
Todd Stevens
Vice President

APPROVED AS TO FORM

12-17 20 09
ROBERT E. SHANNON, City Attorney

By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY