

Confidentiality Agreement

This Confidentiality Agreement, is made and entered into on this _____ day of _____, 2019, by and between Allenco Energy, LLC, 2109 Gundry Avenue, Signal Hill, CA 90755, (hereinafter referred to as "SELLER"), whose agent is American Energy Advisors, Inc. ("AEA"), 340 S. Lemon Ave., Ste 4377, Walnut, CA 91789, and:

_____,
who's address is: _____
(the "Company").

In connection with the Company's inquiry about purchasing the asset presented on Exhibit "A" (referred to hereinafter as the "Property"), SELLER may be supplying the Company with information which is either non-public, confidential, or is proprietary in nature (the "Confidential Information"). In consideration of SELLER furnishing Company with this Confidential Information, Company hereby agrees on behalf of its employees, directors, consultants and advisors, as follows:

1. The Confidential Information shall be kept in strict confidence and shall be used only for the purpose of preparing an offer to purchase the Property. The information provided hereafter by SELLER shall be considered as Confidential Information, except as otherwise provided in Item 2 below, and shall not be disclosed to any person other than such of Company's directors, employees, consultants and advisors who have a need to know. If the Confidential Information is disclosed to any of Company's directors, employees, consultants or advisors, such persons shall be informed of the confidential nature of the information and shall agree to be bound by this agreement prior to disclosure of the confidential information.
2. The restrictions set forth in paragraph 1 shall not apply to any part of the Confidential Information which:
 - a) was, at the time of disclosure or thereafter becomes generally available to the public other than as result of disclosure by Company or its employees, directors, consultants or advisors;
 - b) was, at the time of disclosure, as shown by Company's records, already in its possession on a lawful basis; or
 - c) is lawfully acquired by Company from a third party under no obligation of confidence to SELLER.
3. Company will not, and will direct such of its directors, employees, consultants and advisors who have access to the Confidential Information to not, disclose to any person any of the terms, conditions, or other facts with respect to any possible transaction concerning the Confidential Information without the written consent of SELLER.
4. At any time, upon the request of SELLER, Company shall return the Confidential Information to SELLER and shall not retain any copies or other reproductions or extracts thereof.
5. This Agreement shall continue in full force and effect for a period of **one** year from the date of acceptance by Company, and in addition, as to and only as to each tract of land currently leased by Seller, this Agreement shall continue for the full lease term of each such tract.
6. In the event that Company signs this Agreement in an agent capacity, Company agrees to not disclose the Confidential Information to its principal without first obtaining a copy of this Agreement from and duly signed by its principal and providing it to SELLER.
7. Company acknowledges that SELLER, its directors, officers, employees, and agents do not make any representation or warranty, express or implied, as to the quality, accuracy, completeness, or materiality of the Evaluation Material, including without limitation any representation or warranty with respect to any description of the Property, the quality or quantity of potential or existing hydrocarbon reserves, if any, production rates, drilling, rework or recompletion opportunities or locations, decline rates, or potential for production of hydrocarbon from the Property. Company agrees that neither SELLER nor any of its Representatives shall have any liability to Company or to any of its Representatives relating to or

resulting from the use of the Evaluation Material. Any and all of the Evaluation Material furnished by SELLER is provided as a convenience only and any reliance on or use of same is at Company's sole risk, and Company hereby releases SELLER from all claims arising out of any such reliance.

8. Company agrees that unless and until a definitive agreement regarding the acquisition of an interest in the Property has been executed, neither SELLER nor Company will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Company further acknowledges and agrees that SELLER reserves the right, in its sole discretion, to reject any and all proposals made by Company or any of its Representatives with regard to a transaction involving the Property, and to terminate discussions and negotiations with Company at any time without any liability to either party. Each party shall bear its own evaluation, consultant, legal, and other expenses associated with any evaluation, discussion, and negotiations concerning the Property.

9. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES OTHERWISE APPLICABLE TO SUCH DETERMINATIONS.

This Agreement may be executed by one or more counterparts, and signatures hereto delivered by facsimile machine or email shall be deemed to be original for all purposes.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the day, month, and year first above written.

COMPANY: _____
Print

SELLER: Allenco Energy, LLC.

BY: _____
Print

By: _____
Name: Stephen A. Lieberman, Pres., AEA
Title: AGENT, Allenco Energy, LLC.

Signature: _____

Phone: _____

Email: _____
(IMPORTANT - print clearly)

PLEASE
email a scanned copy to: aeasal@aol.com

EXHIBIT "A":

Exhibit "A" to Assignment and Bill of Sale
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2238		M1317/875 (Sig. pg. 957)	
2290		M1337/291 (Sig. pg. 306)	
2301		M1337/291 (Sig. pg. 317)	
2314		M1354/590 (Sig. pg. 610)	M2030/659
2324		M1400/609 (Sig. pg. 617)	
		M1443/692 (Sig. pg. 700)	
	(Rerecord)	M1389/353 (Sig. pg. 364)	
2331		M1400/609 (Sig. pg. 625)	
2340		M1443/692 (Sig. pg. 701)	
2349		M1497/497 (Sig. pg. 508)	
2351		M1509/494 (Sig. pg. 502)	
2352		M1632/869 (Sig. pg. 878-879)	
2356		M1532/108 (Sig. pg. 117)	
2360		M1553/762 (Sig. pg. 770)	
2361		M1553/762 (Sig. pg. 771)	
2370		M1613/504 (Sig. pg. 512, Mod. of Sig. pg. rec. M2400/716)	M1911/189
2374		M1657/425 (Sig. pg. 433)	
2376		M1823/837 (Sig. pg. 845)	
2377.1		D3116/56	
2378		M1853/957 (Sig. pg. 965)	
2389		M1911/199 (Sig. pg. 212)	
2406		M1952/570 (Sig. pg. 578)	
2431		M2162/694 (Sig. pg. 702)	
2432		M2162/704 (Sig. pg. 712)	
2434		M2186/976 (Sig. pg. 984)	
2438		M2187/15 (Sig. pg. 23-24)	
2443		M2227/712 (Sig. pg. 720)	
2452		M2479/325 (Sig. pg. 334)	
2459		M2481/409 (Sig. pg. 417)	

DESCRIPTION:

That certain parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, bounded by a line described as follows:

Beginning at the intersection of a line parallel with and distant southwesterly 10 feet measured at right angles from the centerlines of Washington Boulevard, 100 feet wide, and the center line of Grand Avenue, 80 feet wide; thence northwesterly along said parallel line 1285.26 feet to its intersection with the centerline of Figueroa Street, 99 feet wide; thence northeasterly 9.12 feet along said centerline of Figueroa Street to its intersection with the centerline of Washington Boulevard (to the Northwest) 99 feet wide; thence northwesterly along said centerline of Washington Boulevard 1904.07 feet to its intersection with the centerline of Oak Street (to the Northeast), 60 feet wide; thence northeasterly along said centerline of Oak

SAINT JAMES DRILLSITE

POOLED AREA #3, 3-A

<u>ARCO Lease #</u>	<u>Lease Recorded</u>	<u>Modification Recorded</u>
1222	54471/436	
1304	54682/416	
1308	54682/408	
1340	54686/232	
1363	54764/100	
(Lease rerec.)	M2127/404	
1442	54907/120	
1454	55259/230	
1462	55258/328	
1526	55257/216	
1527	55257/214	
1535	55257/198	
1537	55257/194	
1538	55257/192	
1543	55257/182	
1558	55327/50	
1559	55327/48	
1565	55327/36	
1571	54558/416	
1572	54558/418	
1599	55570/278	
1607	55570/294	
1657	55570/164	
1658	55570/166	
1663	55570/176	
1673	55570/196	
1679	55634/179	
1683	55634/116	
1684	55634/112	
1720	55195/222	M2030/657
1822	55640/110	
1826	55640/118	
1855	55343/206	
1874	55343/334	
1966	55327/324	
1971	55327/353	M2444/580
2050	M442/345	
2070	M2358/542	M1823/852
2195	M1317/875 (Sig. pg. 916)	

Street, 1256.54 feet to its intersection with the centerline of Venice Boulevard, 75 feet wide; thence southeasterly along said centerline of Venice Boulevard, 1886.74 feet to its intersection with the centerline of Figueroa Street, 99 feet wide; thence northeasterly along said centerline of Figueroa Street 42.11 feet to its intersection with the centerline of Venice Boulevard (to the southeast), 58.8 feet wide; thence southeasterly along said centerline of Venice Boulevard, 830 feet, more or less, to its intersection with the centerline of Hope Street, 80 feet wide; thence southwesterly along said centerline of Hope Street 686 feet, more or less, to its intersection with the centerline of 18th Street, 60 feet wide; thence southeasterly along said centerline of 18th Street 464.83 feet to its intersection with the centerline of Grand Avenue 80 feet wide; thence southwesterly along said centerline of Grand Avenue 624 feet, more or less, to the point of beginning.

POOLED AREA #6

<u>ARCO Lease #</u>	<u>Lease Recorded</u>	<u>Modification Recorded</u>
22060	54283/144	M2400/669
22073	54275/101	M2443/998
22146	54305/416	M2444/31
22147	54304/324	M2444/33
22157	54304/384	M2420/370
22182	54311/219	M2444/51
22183	54311/221	M2444/53
22232	54404/87	M2400/674
22236	54400/216	M2475/444
22243	54400/228	M2444/63
22276	54400/358	M2400/676
22282	54400/370	M2464/344
22283	54400/271	M2444/69
22284	54400/274	M2420/383
22329	54404/43	M2456/203
22352	54404/127	M2420/391
22355	54404/131	M2444/87
22397	54437/278	M2444/99
22431	54436/202	M2444/107
22433	54436/206	M2400/678
22572	54562/82	M2400/685
22578	54562/92	M2400/687
22595	54562/180	M2444/137
22598	54562/186	M2456/223
22627	54562/252	M2456/230
22632	54561/400	M2444/154
22707	54583/426	M2441/239

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22717	54695/218	M2444/188
22719	54695/222	M2456/241
22721	54695/296	M1786/951
		M2441/243
22723	54695/228	M2456/243
22725	54695/232	M2444/190
22728	54695/238	M2441/247
22730	54695/294	M2441/249
22744	54695/266	M2444/192
22748	54695/274	M2441/251
22750	54695/278	M2444/196
22753	54695/284	M2444/198
22779	54697/32	M2490/347
22804	54697/96	M2444/216
22819	54691/383	M2444/222
22871	54693/164	M2420/433
22877	54693/152	M2444/245
22883	54693/224	M2444/247
22894	54693/210	M2400/695
22904	54693/192	M2444/251
22916	54713/254	M2444/260
22947	54712/428	M2444/266
22960	54712/328	M2444/271
22985	54712/278	M2441/285
22992	54712/226	M2464/368
22997	54712/256	M2444/283
23004	54713/286	M2420/445
23048	54713/156	M2444/297
23058	54713/136	M2420/447
23067	54713/118	M2444/303
23073	54713/106	M2444/310
23078	54711/189	M2441/307
23120	54711/79	M2420/450
23142	54711/113	M2444/337
23171	54711/167	M2444/346
23730	55197/291	M2444/511
23732	55197/295	M2420/575
23734	55197/299	M2420/577
23747	55197/328	M2420/580
23748	55197/330	M2420/582
23755	55197/314	M2444/517
23767	55197/369	M2420/584
23777	55197/389	M2441/412
23911	55257/374	M2464/419
23928	55341/420	M2456/401
23969	55327/347	M2475/493
23996	55327/432	M2490/333

24010	55343/245	M2444/601
24011	55343/247	M2444/604
24026	55343/282	M2475/506
24032	55472/156	M2475/511
24051	56355/415	M2441/453
24067	M601/598	M2441/459
24068	M601/600	M2441/461
24070	M2358/542	M2358/572
24073	M974/174	M2444/616
24170	M1472/484	
24172	M2497/506	
24277	M1327/921	
24289	M1337/305	
24313	M1354/607	
24350	M1497/527	
24353	M1509/504	M2490/371
24355	M1509/524	
24357	M1548/905	M2162/660
24358	M1532/119	M2162/662
24365	M1609/661	
24467	M2546/179	

<u>Lessor</u>	<u>Recorded</u>
Anna Wexler	M1404/289
Jose P. and Esther G. Salazar	M1321/428
Carene L. Leichtle	M1321/402
Harold S. Wong	M1358/223
Clarence and Darlene Wilson	M1321/400
Elizabeth M. Mackey	M1333/393
Roman Catholic Archbishop of L. A.	M1500/133
Nellie Durfee	M1321/442

DESCRIPTION:

That certain parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, bounded by a line described as follows:

Beginning at the intersection of a line parallel with the distant southwesterly 10 feet measured at right angles from the center line of Washington Boulevard, 100 feet wide, and the center line of Grand Avenue, 80 feet wide; thence southwesterly along said center line of Grand Avenue 866.35 feet to its intersection with the center line of 21st Street, 60 feet wide; thence northwesterly along said center line of 21st Street 1285.23 feet to its intersection with the center line of Figueroa Street, 99 feet wide; thence

southwesterly along said center line of Figueroa Street 54.47 feet to its intersection with the center line of 21st Street (to the Northwest), 52.5 feet wide; thence northwesterly along said center line of 21st Street 618.87 feet, more or less to the intersection with the northeasterly prolongation of the northwesterly line of Lot 17 of Boy's Subdivision as per map recorded in Book 6, Page 116 of Miscellaneous Records, in the office of the County Recorder of said county; thence southwesterly 3.75 feet along prolongation of said northwesterly line to the center line of said 21st Street, 60 feet wide; thence northwesterly thereon to its intersection with the center line of Estrella Avenue, 60 feet wide; thence northeasterly along said center line of Estrella Avenue 0.16 feet, to its intersection with the center line of 21st Street (to the northwest), 60 feet wide; thence continuing northwesterly along said center line of 21st Street 805.08 feet to its intersection with the center line of Norwood Street, 60 feet wide; thence southwesterly along said center line of Norwood Street 0.165 feet to its intersection with the centerline of 21st Street (to the Northwest), 60 feet wide; thence continuing northwesterly along said center line of 21st Street 333.68 feet to its intersection with the center line of Oak Street, 60 feet wide; thence northeasterly along said center line of Oak Street 949.62 feet to its intersection with the center line of Washington Boulevard, 99 feet wide; thence southeasterly along said center line of Washington Boulevard, 1956.96 feet to its intersection with the center line of Figueroa Street, 99 feet wide; thence southwesterly 9.12 feet along said center line of Figueroa Street to its intersection with the line parallel with and distant southwesterly 10 feet measured at right angles from center line of said Washington Blvd. 100 feet wide (to the southeast); thence southeasterly along said parallel line 1285.26 feet, more or less, to the point of beginning, containing 67.742 acres, more or less.

POOLED AREA #7

<u>ARCO Lease #</u>	<u>Lease Recorded</u>	<u>Modification Recorded</u>
22053	54283/138	M2456/184
22056	54283/220	M2443/985
22059	54283/180	M2349/414
22061	54275/383	M2443/987
22063	54275/387	M2386/768
22066	54275/393	M2356/282
22068	54275/395	M2375/473
22115	54304/352	M2349/426
22145	54305/414	M2386/772
22148	54304/366	M2356/290
22149	54304/368	M2349/430
		M2774/148

22150	54304/370	M2444/35
22158	54304/386	M2375/475
22165	54304/400	M2444/45
22166	54304/402	M2349/438
22171	54304/412	M2375/477
22184	54311/223	M2356/294
22191	54311/238	M2356/296
22193	54311/242	M2420/374
22197	54310/167	M2375/481
22273	54400/352	M2349/453
22290	54400/286	M2356/308
22297	54400/300	M2420/385
22318	54404/23	M2356/312
		M2349/465
		M2444/77
		M2349/463
22346	54404/115	M2456/207
22354	54404/182	M2356/318
22371	54443/43	M2444/93
22374	54443/48	M2444/95
22387	54437/258	M2441/217
22404	54444/24	M2475/448
22443	54436/232	M2444/109
22445	54436/236	M2375/487
22468	54437/350	M2356/326
22475	54470/306	M2349/475
22487	54470/330	M2444/117
22515	55570/210	M2464/346
22524	54470/404	M2386/776
22577	54562/90	M2356/340
22591	54562/172	M2464/350
22592	54562/174	M2464/352
22594	54562/178	M2456/221
22600	54562/190	M2444/142
22604	54562/198	M2444/144
22607	54562/212	M2444/146
22613	54562/224	M2356/344
22614	54562/226	M2356/346
22617	54562/232	M2444/148
22625	54562/248	M2456/228
22634	54561/404	M2444/156
22643	54561/422	M2386/780
22700	54583/412	M2356/363
22706	54583/424	M2420/426
22715	54588/134	M2356/367
22718	54695/220	M2349/497
22730.0	54695/294	M2441/249

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22734	54695/248	M2456/245
		M2456/248
22742	54695/262	M2349/499
22743	54695/264	M2375/501
22749	54695/276	M2349/501
		M2349/503
		M2444/194
22759	54697/72	M2356/373
22760	54697/70	M2464/354
22762	54697/66	M2444/203
22764	54697/62	M2420/428
22765	54697/60	M2386/790
22780	54697/30	M2349/505
22782	54691/428	M2420/430
22801	54697/92	M2456/254
22809	54691/305	M2356/379
22820	54691/381	M2444/224
22828	54691/365	M2441/263
22834	54691/353	M2375/511
22841	54691/341	M2375/513
22851	54691/321	M2444/230
22854	54691/315	M2356/385
22856	54691/311	M2444/234
22857	54693/186	M2444/236
22867	54693/255	M2475/461
22897	54693/204	M2386/800
22898	54693/202	M2356/389
22905	54693/190	M2456/265
22906	54693/188	M2444/253
22914	54695/310	M2444/258
22934	54712/374	M2356/404
22948	54712/350	M2349/523
22951	54712/344	M2375/519
22953	54712/342	M2444/269
22878	54712/292	M2349/531
22993	54712/264	M2444/277
22995	54712/260	M2444/281
22999	54712/252	M2441/289
		M2444/285
23000	54712/249	M2349/537
23002	54713/280	M2456/272
23017	54713/312	M2444/293
23018	54713/314	
23054	54713/144	M2475/467
23057	54713/138	M2444/299
23063	54713/126	M2349/551
23082	54711/195	M2375/523

23085	54711/13	M2464/377
23121	54711/81	M2356/414
23126	54711/89	M2444/329
23131	54711/191	M2490/355
23140	M126/50	M2444/335
23158	54711/141	M2444/341
23165	54711/155	M2356/420
23169	54711/163	M2441/323
23199	54705/428	M2475/473
23703	55195/280	M2349/621
23704	55195/276	M2456/373
23710	55195/256	M2444/505
23721	55195/220	M2349/623
23789	55197/421	M2456/382
23871	55343/328	M2375/558
23872	55343/330	M2375/561
23883	55257/164	M2456/397
23891	55257/324	M2444/566
23893	55257/328	M2420/600
23925	55343/374	M1008/963
		M1853/953
23926	55343/376	M1003/965
		M1853/955
23931	55343/378	M2441/437
23934	55341/410	M2417/372
	55343/380	
23937	55341/448	M2444/574
23939	55341/444	M2444/576
23947	55341/429	
23952	55341/330	
24070.7	M2358/542	M2444/578
24077	M1082/488	M2358/572
24091	M1156/459	M2417/382
24098	M1156/467	
24111	M1199/623	
24236	M1317/955	
24240	M1317/959	
24273	M1327/918	
24293	M1337/309	
24362	M1584/490	
24363	M1609/651	
24383	M1880/464	
24384	M1911/189	
24385	M1911/207	
24386	M1911/208	
24391	M1911/214	
24392	M1911/215	

24398	M1952/588
24410	M2030/661
24420	M2118/513
24471	M2546/191
24472	M2546/192
24473	M2546/193
24490	M2593/246
24531	M2935/651

<u>Lessor</u>	<u>Recorded</u>
Harry Perlin and Serena M. Perlin	M2516/470
Lina F. Harrell	M1916/550
Clark E. McKalip and Juanita McKalip	M2067/699
Ernest Mockery and Virginia Mockery	M1321/416
Mary Armstrong	M1916/551
Verne G. Grant and Alice B. Grant	M1669/757
Southern California Association of Seventh Day Adventists	M1333/394
Felix M. Trujillo and Grace A. Trujillo	M1321/389
Lettie D'Amore	M1358/230

DESCRIPTION:

That certain parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, bounded by a line described as follows:

Beginning at the intersection of the center lines of 23rd Street, 56 feet wide, and Figueroa Street, 99 feet wide; thence northeasterly along said center line of Figueroa Street to its intersection with the center line of 21st Street (to the Northwest), 52.5 feet wide; thence northwesterly along said center line of 21st Street and its northwesterly prolongation to its intersection with the center line of Estrella Avenue, 60 feet wide; thence southwesterly along said center line of Estrella Avenue 3.91 feet, more or less, to the center line of 21st Street, 60 feet wide; thence continuing northwesterly along the center line of said 21st Street, 463.25 feet, more or less, to an angle point therein; thence continuing northwesterly along said center line of 21st Street to its intersection with the center line of Norwood Street, 60 feet wide; thence northeasterly along said center line of Norwood Street 1.65 feet, more or less to the center line of said 21st Street; thence continuing northwesterly along the center line of 21st Street to its intersection with the center line of Toberman Street, 30 feet wide, as shown on map of Carle Tract recorded in Book 13, Page 108, of Maps, in the office of the County Recorder of Los Angeles County, California; thence northeasterly along said center line of Toberman Street to its intersection with the center line of 21st Street, 60 feet wide; thence northwesterly along said center line

of 21st Street to its intersection with the center line of Union Avenue, 60 feet wide; thence southwesterly along said center line of Union Avenue 6.80 feet, more or less, to the center line of said 21st Street; thence continuing northwesterly along the center line of 21st Street to its intersection with the center line of Hoover Street, 66 feet wide; thence southerly along said center line of Hoover Street to its intersection with the center line of Union Avenue, 60 feet wide; thence northeasterly along said center line of Union Avenue to its intersection with the said center line of 23rd Street, 56 feet wide as shown on map of Joseph Loughed Subdivision of Lots 30 to 31 and Lot 36 and his Resubdivision of Lots 17, 18, 23 and 24 of the Hoover Tract as per map recorded in Book 53, Page 75 of Miscellaneous Records in the office of the County Recorder of said county; thence southeasterly thereon to the point of beginning, containing 44.8098 acres, more or less.

POOLED AREA #8

<u>ARCO Lease #</u>	<u>Lease Recorded</u>	<u>Modification Recorded</u>
22004	54284/440	M2356/280
22020	54280/396	M2349/404
22022	54280/400	M2349/406
22024	54280/404	M2475/434
22070	54275/429	M2443/993
22072	54275/399	M2443/996
22074	54275/403	M2475/439
22077	54275/409	M2349/420
22078	54275/431	M2444/1
22083	54275/417	M2444/3
22084	54275/419	M2444/5
22085	54275/421	M2444/7
22086	54279/340	M2444/9
22105	54304/332	M2456/188
22140	54305/401	M2356/288
22154	54304/378	M2349/434
22155	54304/380	M2444/39
22156	54304/382	M2349/436
22168	54304/406	M2444/47
22172	54311/198	M2375/479
22195	54311/246	M2356/298
22196	54311/248	M2356/300
22198	54310/169	M2400/671
22216	54404/57	M2444/55
22224	54404/71	M2444/57
22230	54404/83	M2356/302
22241	54400/224	M2444/61

22244	54400/230	M2456/197
22245	54400/232	M2456/199
22262	54400/330	M2441/201
22270	54400/346	M2349/451
22320	54404/25	M2441/210
22321	54404/27	M2375/485
22325	54404/35	M2356/316
22327	54404/39	M2441/213
22331	54404/47	M2420/387
22340	54404/103	M2444/81
22399	54437/282	M2444/101
22400	54437/284	M2456/211
22402	54437/288	M2420/395
22412	54444/62	M2420/403
22413	54444/66	M2369/471
22474	54470/302	M2375/491
22476	54470/308	M2420/416
22516	54470/388	M2444/123
22525	54470/406	M2349/477
22559	54562/58	M2444/129
22562	54562/62	M2375/497
22563	54562/64	M2475/453
22582	54562/154	M2349/485
22616	54562/230	M2356/348
22628	54562/350	M2349/487
22630	54562/354	M2444/152
22637	54561/410	M2356/350
22638	54561/412	M2456/233
22639	54561/414	M2356/352
22648	54561/432	M2386/782
22656	54584/254	M2444/158
22661	54584/264	M2356/358
22662	54584/266	M2444/164
22663	54584/268	M2441/235
22679	54584/300	M2456/237
22692	54583/395	M2444/176
22701	54583/414	M2349/493
22702	54583/416	M2356/365
22709	54583/430	M2444/184
22710	54583/434	M2349/495
22711	54583/438	M2444/186
22737	54695/254	M2386/788
22745	54695/268	M2375/503
22774	54697/42	M2400/691
22796	54697/84	M2349/507
22811	54691/309	M2444/218
22817	54691/387	M2444/220

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22829	54691/363	M2356/381
22831	54691/359	M2375/509
22853	54691/317	M2349/513
22872	54693/162	M2456/256
22900	54693/200	M2356/391
22910	54695/302	M2441/275
22923	54713/264	M2441/277
22944	54712/356	M2420/437
22945	54712/354	M2356/408
22962	54712/324	M2464/366
23010	54713/298	M2444/289
23011	54713/300	M2441/295
23033	54713/186	M2349/543
23055	54713/142	M2456/281
23062	54713/128	M2444/301
23115	54711/69	M2375/528
23183	54713/88	M2349/563
23702	55195/284	M2444/501
23743	55197/317	M2400/707
23750	55197/334	M2400/709
23751	55197/336	M2444/515
23776	55197/387	M2349/631
23800	55343/200	M2444/525
23882	55257/166	M2444/558
23889	55257/320	M2444/564
23897	55257/342	M2444/568
23909	55257/370	M2349/649
23940	55341/362	M2417/375
23942	55341/324	M2349/655
23970	55327/350	M2475/495
23977	55327/376	M2444/582
23992	55327/420	M2356/504
24000	55327/444	M2349/661
24008	55343/240	M2475/502
24035	55472/160	M2475/514*
24036	55472/162	M2475/517
24037	55640/164	M2356/510
24043	55640/174	M2386/832
24044	55640/176	M2386/834
24049	M8/997	M2475/519
24104	M1156/473	*
24109	M1206/699	*
24115	M1248/328	
24116	M1248/329	*
24155	M1293/820	*
24268	M1327/913	*
24278	M1327/922	*

24287	M1337/303	*
24306	M1337/322	*
24400	M1952/590	
24403	M1952/594	*
24404	M1952/557	
24407	M1952/595	
24423	M2118/525	M2676/257
24454	M2386/846	
24455	M2386/847	
24460	2640/833	
24469	M2546/189	
24470	M2546/190	
24475	M2546/195	
24483	M2593/219	
24487	M2593/242	
24488	M2593/243	
24489	M2593/244	
24491	M2585/132	
24497	M2635/691	
24498	M2635/693	

*Ratification and Joinder signed

DESCRIPTION:

That certain parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, bounded by a line described as follows:

Beginning at the intersection of the center lines of 24th Street, 58 feet wide, and Magnolia Avenue, 58 feet wide; thence southerly along said center line of Magnolia Avenue to its intersection with the center line of Adams Boulevard, 90 feet wide; thence easterly along said center line of Adams Boulevard 16 feet, more or less, to an angle point; thence continuing southeasterly along said center line of Adams Boulevard to its intersection with the center line of Hoover Street, 60 feet wide; thence northerly along said center line of Hoover Street 5.6 feet, more or less, to its intersection with the center line of Adams Boulevard (to the southeast); thence southeasterly along said center line of Adams Boulevard to its intersection with the center line of St. James Park, 70 feet wide; thence northeasterly along said center line of St. James Park to the center line of St. James Park (to the southeast), 60 feet wide; thence southeasterly along said last mentioned center line of St. James Park to its intersection with the center line of St. James Park (to the northeast) 50 feet wide; thence northeasterly along said last mentioned center line of St. James Park 253.3 feet, more or less, to its intersection with the center line of St. James Park (to the northwest) 50 feet wide; thence northwesterly 5 feet along said last mentioned center line of St. James Park to the center line of St. James Park (to the

northeast), 60 feet wide; thence northeasterly along said last mentioned center line of St. James Park, 60 feet wide, to the center line of 23rd Street, 56 feet wide; thence northwesterly along said center line of 23rd Street and its northwesterly prolongation to its intersection with the center line of Union Avenue, 60 feet wide; thence southwesterly along said center line of Union Avenue to its intersection with the center line of Hoover Street, 66 feet wide; thence northerly along said center line of Hoover Street to its intersection with the center line of 24th Street, 58 feet wide; thence westerly along said center line of 24th Street to the point of beginning, containing 52.3849 acres, more or less.

POOLED AREA #9

<u>ARCO Lease #</u>	<u>Lease Recorded</u>	<u>Modification Recorded</u>
22062	54275/385	M2475/436
22733	54695/247	M2386/786
22903	54693/194	M2356/394
22930	54712/385	M2356/400
22965	54712/318	M2386/802
22971	54712/306	M2400/699
22975	54712/298	M2456/269
22986	54712/434	M2444/275
23001	54713/278	M2441/291
23021	54713/320	M2386/804
23050	54713/152	M2349/547
23052	54713/148	M2464/374
23129	54711/95	M2349/559
23132	54711/193	M2475/471
23164	54711/153	M2490/357
23200	54705/437	M2456/292
23701	55195/286	M2456/371
23718	55195/230	M2356/470
23759	55197/354	M2356/477
23852	55343/295	M2349/635
23853	55343/299	M2349/637
23910	55257/372	M2356/489
23917	55343/366	M2349/651
23922	55341/392	M2349/653
23929	55341/405	M2441/435
23944	55343/418	M2441/441
23967	55327/337	M2349/657
23987	55327/406	M2356/502
24006	55343/320	M2444/598
24009	55343/242	M2475/504

24022	55343/271	M2464/425
24033	M1849/147	
24261	M1327/887	
24341	M1443/717	
24381	M1823/827	
24382	M1849/137	
24388	M1911/211	
24396	M1911/219	
24409	M2079/27	
24413	M2030/661	
24424	M2118/536	
24453	M2495/468	
24468	M2546/179	

DESCRIPTION:

That certain parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, bounded by a line described as follows:

Beginning at the intersection of the center lines of Adams Boulevard, 90 feet wide, and Orchard Avenue, 50 feet wide; thence southerly along said center line of Orchard Avenue and its southerly prolongation to its intersection with the center line of 29th Street, 60 feet wide; thence easterly along said center line of 29th Street to its intersection with the center line of Hoover Street, 60 feet wide; thence northerly along said center line of Hoover Street to its intersection with the center line of 28th Street (to the southeast), 60 feet wide; thence southeasterly on said center line of 28th Street to its intersection with the southwesterly prolongation of the northwesterly line of University Avenue, 30 feet wide; thence northeasterly along said prolongation and northwesterly line of University Avenue and its northeasterly prolongation to its intersection with the center line of Adams Boulevard; thence northwesterly along said center line of Adams Boulevard to its intersection with the center line of said Hoover Street; thence southerly on said center line of Hoover Street 5.6 feet, more or less, to the center line of Adams Boulevard (to the northwest) 90 feet wide; thence continuing northwesterly along said center line of Adams Boulevard, 90 feet wide, to an angle point therein; thence continuing westerly on the center line of said Adams Boulevard to the point of beginning. Excepting therefrom portion lying west of said center line of Hoover Street 60 feet wide, containing 23.9310 acres.

POOLED AREA #10

<u>ARCO Lease #</u>	<u>Lease Recorded</u>	<u>Modification Recorded</u>
22128	54305/365	M2456/190
22202	54310/177	M2441/191
22339	54404/101	M2456/205
22484	54470/324	M2441/222
22554	54558/376	M2400/682
22636	54561/408	M2400/689
22769	54697/52	M2475/457
22813	54691/395	M2464/356
22830	54691/361	M2386/796
22882	54693/226	M2456/260
23074	54713/104	M2386/806
23188	54713/96	M2441/325
23757	55197/348	M2456/380
23758	55197/350	M2464/411
23788	55197/418	M2400/711
23914	55257/380	M2386/826
23936	55343/384	M2456/405
23978	55327/378	M2475/498
24002	55340/370	M2464/423
24035	55472/160	M2475/514
24070	M2358/542	M1823/852
24226	M1354/588	
24243	M1317/875	
24285	M1337/291	
24345	M1497/497	
24436	M2186/995	
24454	M2386/838	
24479	M2546/200	
24481	M2546/179	
24486	M2593/241	

DESCRIPTION:

That certain parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, bounded by a line described as follows:

Beginning at the intersection of the northeasterly prolongation of the center line of St. James Park, 60 feet wide, with the center line of Twenty-Third Street, 56 feet wide; thence southeasterly along the center line of Twenty-Third Street and its southeasterly prolongation to its intersection with the center line of Figueroa Street, 99 feet wide; thence southwesterly along the center line of Figueroa Street to its intersection with the

southeasterly prolongation of Twenty-Eighth Street, 60 feet wide; thence northwesterly along said prolongation and said center line of Twenty-Eighth Street, 60 feet wide; thence northwesterly along said prolongation and said center line of Twenty-Eighth Street to its intersection with the southwesterly prolongation of the northwesterly line of University Avenue, 30 feet wide; thence northeasterly along said prolongation and along the southeasterly line of Lot 1 of Severance Tract (M.R. 11/15) and along the easterly line of Lot 2 in Block 22 of Hancock Survey (M.R. 2/108-111) and along the northeasterly prolongation of said easterly line of said Lot 2 to its intersection with the center line of Adams Boulevard; thence northwesterly along the center line of Adams Boulevard to its intersection with the southwesterly prolongation of the center line of St. James Park, 70 feet wide; thence northeasterly along said prolongation and center line to its intersection with the center line of that portion of St. James Park, 50 feet wide running northwesterly and southeasterly; thence southeasterly along said center line to its intersection with that portion of St. James Park, 50 feet wide, running northeasterly and southwesterly; thence northeasterly along said center line 253.3 feet, more or less, to its intersection with the center line of St. James (to the northwest) 50 feet wide; thence northwesterly 5 feet along said last mentioned center line of St. James Park to its intersection with the center line of St. James Park (to the northeast), 60 feet wide; thence northeasterly along said last mentioned center line of St. James Park, 60 feet wide, and its northeasterly prolongation to the point of beginning, containing 63.862 acres more or less.

POOLED AREA #11

<u>ARCO Lease #</u>	<u>Lease Recorded</u>	<u>Modification Recorded</u>
22035	54280/428	M2349/410
22065	54275/391	M2441/178
22069	54275/427	M2356/284
22071	54275/397	M2349/418
22082	54275/415	
22126	54305/359	
22143	54305/410	M2386/770
22163	54304/396	
22200	54310/173	
22233	54400/210	
22292	54400/290	M2356/304
22334	54404/93	
22407	54444/38	
22418	54444/94	
22564	54562/66	
22585	54562/160	
22586	54562/162	M2441/226

22609	54562/216	M2356/342
22615	54562/228	M2456/225
22644	54561/424	
22645	54561/426	
22650	54561/436	M2356/356
22659	54584/260	
22664	54584/270	M2444/166
22747	54695/272	M2356/371
22766	54697/58	
22822	54691/377	M2386/794
22823	54691/375	
22835	54691/351	
22839	54691/345	M2356/383
22852	54691/319	M2400/693
22863	54693/176	M2349/515
22911	54695/304	M2356/398
22917	54713/256	
22931	54712/382	M2356/402
22936	54712/426	M2356/406
22973	54712/302	M2349/527
22970	54712/308	M2490/351
22976	54712/296	M2349/529
22994	54712/262	M2444/279
23020	54713/318	M2456/274
23051	54713/150	M2441/301
23059	54713/134	M2475/469
23064	54713/124	M2400/701
		M2441/305
23072	54713/108	M2356/410
23094	54711/197	M2349/553
23715	55195/238	
23725	55195/214	M2441/400
23726	55195/212	M2441/402
23741	55197/313	M2349/625
23745	55197/324	M2441/408
23753	55197/340	M2356/474
23761	55197/357	
23766	55197/367	M2349/629
23849	55640/160	M974/184
		M1776/595
23943	55341/326	M2441/439
23954	55341/418	M2386/828
23980	55327/384	M2356/500
23997	55327/430	
24003	55327/448	
24028*	55568/258	M2356/508
24029	55568/260	M2441/451

24070.6*	M2358/542	M2358/572*
24081	M1128/992	M2456/416
24170.0	M1472/484	
24249	M1317/875 (Sig. pg. 968)	
24271	M1327/887 (Sig. pg. 916)	
24283	M1337/291 (Sig. pg. 299)	
24286	M1337/291 (Sig. pg. 302)	
24354	M1509/514 (Sig. pg. 522)	
24427	M2146/411	
24440	M2187/1 (Sig. pg. 12)	
24457*	M2441/466	
24476*	M2546/179 (Sig. pg. 196)	
24477	M2456/179 (Sig. pg. 198)	
24478*	M2546/179 (Sig. pg. 199)	

*Subject to 50% interest per ARCO-Standard cross assignment agreement.

DESCRIPTION:

That certain parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, bounded by a line described as follows:

Beginning at the intersection of the center lines of Grand Avenue, 80 feet wide, and 21st Street, 60 feet wide; thence northwesterly along said center line of 21st Street to its intersection with the center line of Figueroa Street, 99 feet wide; thence southwesterly along said center line of Figueroa Street to its intersection with the center line of 28th Street (to the southeast), 60 feet wide; thence Southeasterly along said center line of 28th Street to its intersection with the center line of said Grand Avenue; thence Northeasterly along said center line of Grand Avenue to the point of beginning, containing 69 acres, more or less.