

SCHEDULE
to the
2002 Master Agreement

dated as of August 23, 2016

between CRC Marketing, Inc. ("Party A") and [REDACTED]

Part 1. Termination Provisions.

- (a) **"Specified Entity"** shall be for Party A and for Party B for the purpose of:
 - Section 5(a)(v), None.
 - Section 5(a)(vi), None.
 - Section 5(a)(vii), Any entity holding directly or indirectly a majority of the beneficial interest in or voting rights over such party.
 - Section 5(b)(v), None.

- (b) **"Specified Transaction"** will have the meaning specified in Section 14, except that such term is amended on line 8 after the words "currency option" by adding a comma and the words "agreement for the purchase, sale or transfer of any commodity or any other commodity trading transaction". For this purpose, "commodity" means any tangible or intangible commodity of any type or description (including, without limitation, electric energy and/or capacity, petroleum and natural gas, the products or by-products thereof, emissions) and shall also mean "Transactions" as such term is defined in Section 1.1 of the Commodity Definitions.

- (c) The **"Cross-Default"** provisions of Section 5(a)(vi) will not apply to Party A and Party B

- (d) **"Specified Indebtedness"** will have the meaning specified in Section 14 of the Agreement.

- (e) The **"Credit Event Upon Merger"** provisions of Section 5(b)(v) will apply to both Party A and Party B; provided, however, for so long as the respective rating then assigned by S&P or Moody's to the senior unsecured and unsubordinated long-term debt or deposit obligations, if any, otherwise, the corporate credit rating or issuer rating, as the case may be (in any case, not supported by third-party credit enhancement) to the resulting, surviving or transferee entity, such Credit Support Provider or such Specified Entity, as the case may be, is (i) BBB or higher by S&P or (ii) Baa2 or higher by Moody's, such party shall not be deemed materially weaker for purposes of Section 5(b)(v).

(f) The "**Automatic Early Termination**" provision of Section 6(a) will not apply to Party A and Party B.

(g) "**Termination Currency**" means U.S. Dollars.

(h) **Additional Termination Event** will apply.

(1) The occurrence of a Failed Elective Novation Event.

A "Failed Elective Novation Event" shall occur if and when:

(A) An Exposure Event has occurred and is continuing, and

(B) Party B fails (after using all reasonable efforts which will not require such party to incur a loss) to novate any Threshold Transaction (without regard to the occurrence of an Event of Default or Termination Event) within three (3) Business Days of providing Party A with notice (i) of the occurrence of an Exposure Event and (ii) its desire to conclude a novation of applicable Threshold Transactions (an "Elective Novation"). Upon the designation of an Elective Novation, Party B will consult with Party A in an attempt to identify a mutually agreeable transferee. For the avoidance of doubt, failure of Party B to novate any Threshold Transaction will not result in an Event of Default or Termination Event with respect to Party B, nor will it instill for Party B any additional liabilities or obligations hereunder.

For purposes of the foregoing Termination Event under Part 1(h(1)), Party A shall be the Affected Party and (notwithstanding Section 12 herein) only those Threshold Transactions designated by Party B (following consultation with Party A) for elective Termination shall be the Affected Transactions.

For purposes of this Part 1(h), "Exposure" means for any date (the "Calculation Date") for which Exposure is calculated, the amount, if any, that would be payable to Party B by Party A pursuant to Section 6(c)(ii)(1) of this Agreement as if all Transactions (or Swap Transactions) were being terminated as of the relevant Calculation Date.

For purposes of this Part 1(h), an "Exposure Event" means that Party B's Exposure to Party A exceeds ninety-five percent (95%) of Party A's Threshold.

For purposes of this Part 1(h), Party A's "Threshold" shall be the respective thresholds specified below set forth opposite the long-term senior unsecured debt rating (not supported by third-party enhancement) of Party A, as rated by S&P or Moody's.

| S&P | Moody's | Threshold |
|-----------------------|------------------------|------------|
| AAA | Aaa | ██████████ |
| AA+, AA, AA- | Aa1, Aa2, Aa3 | ██████████ |
| A+, A, A- | A1, A2, A3 | ██████████ |
| BBB+, BBB, BBB- | Baa1, Baa2, Baa3 | ██████████ |
| BB+, BB, BB- | Ba1, Ba2, Ba3 | ██████████ |
| B+ | B1 | ██████████ |
| B | B2 | ██████████ |
| B-, CCC+ | B3, Caa1 | ██████████ |
| CCC, lower or unrated | Caa2, lower or unrated | ██████████ |

In case of a split rating by S&P and Moody's, the lower rating shall control, but if rated by only one of S&P or Moody's, that rating alone shall control. The foregoing provisions notwithstanding, upon the occurrence and for so long as a Potential Event of Default, Event of Default, or Termination Event (other than one in respect of which each party is an Affected Party) exists with respect to a party, the Threshold applicable to that party shall be zero.

For purposes of this Part 1(h), "Threshold Transactions" shall mean one or more Transactions, selected at the discretion of Party B following consultation with Party A, for which the novation or termination of such Transaction(s) (including the payment of any related transfer or termination payment obligations) will sufficiently reduce Exposure to discontinue the Exposure Event. For the avoidance of doubt, it is not the intent of either party to novate or terminate, pursuant to this Part 1(h)(1), any more Transactions than are necessary to reduce Exposure to a level which will discontinue the Exposure Event.

- (i) **Termination of Agreement.** If no Transactions (or any present or future payment obligations, contingent or otherwise, thereunder) are outstanding under this Agreement, either party may terminate this Agreement upon written 30 days prior notice to the other party.

Part 2. Tax Representations.

- (a) **Payer Representations.** For the purpose of Section 3(e) of this Agreement, each of Party A and Party B makes the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) **Payee Representations.** For the purpose of Section 3(f) of this Agreement:

Party A makes the following representation: It is a "U.S. person" (as that term is used in section 1.1441-4(a)(3)(ii) of United States Treasury Regulations) for United States federal income tax purposes.

Party B makes the following representation: It is a limited partnership organized under the laws of the State of Delaware and is a disregarded entity for U.S. federal income tax purposes. Party B's regarded owner [REDACTED] organized under the laws of the state of [REDACTED] that has elected to be treated as a domestic corporation for U.S. income tax purposes. Its employer identification number is [REDACTED]

Part 3. Agreement to Deliver Documents.

For the purpose of Sections 4(a)(i) and 4(a)(ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

- (a) Tax forms, documents or certificates to be delivered are:

| Party required to deliver document | Form/Document/Certificate | Date by which to be delivered |
|------------------------------------|---------------------------|-------------------------------|
|------------------------------------|---------------------------|-------------------------------|

| | | |
|---------------------|---|--|
| Party A and Party B | An executed United States Internal Revenue Service Form W-9 (or any successor thereto) or original Form W-8ECI (and possibly Form W-8BEN-E), as applicable. | (i) Upon the execution of this Agreement; (ii) promptly upon reasonable demand by the other party and (iii) promptly upon any Form (or any successor thereto) previously provided by such party becoming obsolete or incorrect |
|---------------------|---|--|

(b) Other documents to be delivered are:

| Party required to deliver document | Form/Document/Certificate | Date by which to be delivered | Covered by Section 3(d) Representations |
|------------------------------------|--|--|---|
| Party A and Party B | Certificate of authority, incumbency, and specimen signatures of individuals executing this Agreement and Confirmations | Upon execution and delivery of this Agreement and thereafter upon request of the other party | Yes |
| Party A | Annual audited consolidated financial statements for the most recently ended financial year, if publicly filed. | Provided such documents are publicly filed, upon written request, if such financial statement is not available on "EDGAR" or a party's or its Credit Support Provider's home page on the Worldwide web at www.crc.com. | Yes |
| Party B | Annual audited consolidated financial statements for the most recently ended financial year, if publicly filed. | Provided such documents are publicly filed, upon written request, if such financial statement is not available on "EDGAR" or a party's or its Credit Support Provider's home page on the Worldwide web at [REDACTED] | Yes |
| Party A | Provided such documents are publicly filed, most recently prepared unaudited quarterly financial statements of a Party and its Credit Support Provider, if any, prepared in accordance with generally accepted accounting principles | Provided such document is publicly filed, upon written request, if such financial statement is not available on "EDGAR" or a party's or its Credit Support Provider's home page on the Worldwide web at www.crc.com | Yes |

| | | | |
|---------|---|--|-----|
| Party B | Provided such documents are publicly filed, most recently prepared unaudited quarterly financial statements of a Party and its Credit Support Provider, if any, prepared in accordance with generally accepted accounting principles. | Provided such document is publicly filed, upon written request, if such financial statement is not available on "EDGAR" or a party's or its Credit Support Provider's home page on the Worldwide web at [REDACTED] | Yes |
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Part 4. Miscellaneous.

(a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:

Address for notices or communications to Party A:

Address: 111 W. Ocean Blvd Suite 800
Long Beach, CA 90802

Notices or Communications:

Attention: Contracts Administrator
Email: Contracts@crc.com
Facsimile No: (310) 773-0611
Telephone No: (562) 283-2143

Confirmations by Commodity:

Attention: Crude Confirmations
Facsimile No: (310) 773-0606
E-mail: CrudeConfirms@crc.com

Attention: Natural Gas Confirmations
Facsimile No: (310) 773-0603
E-mail: GasConfirms@crc.com

Attention: GHG Confirmations
Facsimile No: (562-912-1165
E-mail: GHGConfirms@crc.com

Address for notices or communications to Party B:





Section 12(a) shall be amended by striking "except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system or email".

(b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: not applicable

Party B appoints as its Process Agent: not applicable

(c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

(d) **Multibranch Party.** For the purpose of Section 10(b) of this Agreement:

Party A is not a Multibranch Party.

Party B is not a Multibranch Party.

(e) **Calculation Agent.** The Calculation Agent is Party B; provided, however, if an Event of Default has occurred and is continuing with respect to Party B, at Party A's election, the Calculation Agent shall be Party A (or any recognized dealer in the relevant derivatives market designated by Party A) until such time as Party B is no longer a Defaulting Party. The Calculation Agent shall act in good faith and in a commercially reasonable manner. In the event a calculation or determination is disputed by the party that is not a Calculation Agent, the parties shall first endeavor to resolve such dispute. If the parties are unable to resolve such dispute within a commercially reasonable time, the parties shall mutually select a dealer in the applicable commodity to act as Calculation Agent with respect to the issue in dispute. The fees and expenses of any substitute Calculation Agent pursuant to this Part 4(e) shall be shared equally by the parties. The failure of a party to perform its obligations as Calculation Agent hereunder shall not be construed as an Event of Default or Termination Event.

(f) **Credit Support Document.** Shall mean for Party A and Party B, the Guaranty of their respective Credit Support Providers.

(g) **Credit Support Provider.**

Credit Support Provider means in relation to Party A, California Resources Corporation.

Credit Support Provider means in relation to Party B, [REDACTED]

(h) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to that jurisdiction's choice of law doctrine, but giving effect to Sections 5-1401 of New York's General Obligation Law.)

(i) **Netting of Payments.** "Multiple Transaction Payment Netting" will apply for the purpose of Section 2(c) of this Agreement to all Transactions, and shall be expanded to apply to all offices through which the parties make and receive any payments or deliveries.

(j) **Absence of Litigation.** For the purpose of Section 3(c):

"Specified Entity" means in relation to Party A, none

"Specified Entity" means in relation to Party B, none

(k) **No Agency.** The provisions of Section 3(g) will not apply to this Agreement.

(l) **Additional Representation** will not apply.

(i) **Relationship Between Parties.** Each party represents to the other party and will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(1) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a

Transaction shall not be considered investment advice or a recommendation to enter into that Transaction Further, such party has not received from the other party any assurance as to the expected results of that Transaction.

- (2) Evaluation and Understanding. It is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the financial and other risks of that Transaction.
- (3) Status of Parties. The other party is not acting as an agent, fiduciary or advisor for it in respect of that Transaction.
- (4) Payment Warranty. Each party warrants and represents that any payment instructions given and any payments made by such party pursuant to this Agreement will be duly authorized by such party in good faith and with the intent to comply with all applicable anti-corruption and anti-money laundering laws, rules and regulations (including without limitation any relevant tax and currency regulations) Each party further warrants and represents that it has all necessary authorities, licenses and approvals to make such payments and/or give such payment instructions.
- (5) Bankruptcy Code. Without limiting the applicability of any other provision of the U.S. Bankruptcy Code, as amended (the "Bankruptcy Code") (including without limitation Sections 362, 546, 553, 556, 560, 561 and 562 thereof and the applicable definitions in Section 101 thereof), the parties acknowledge and agree that: (a) all Transactions entered into hereunder will constitute "forward contracts" or "swap agreements" and this Agreement constitutes a "master netting agreement" as defined in Section 101 of the Bankruptcy Code; (b) each party is a "master netting agreement participant," a "forward contract merchant" or a "swap participant" as defined in the Bankruptcy Code; (c) the rights of the parties under Sections 5 and 6 of this Agreement will constitute "contractual rights" to liquidate Transactions; (d) all transfers of adequate assurance, performance assurance, or the like by one party to the other party under this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code; (e) any margin or collateral provided under any margin, collateral, security, or similar agreement related hereto, including but not limited to the Credit Support Annex, will constitute a "margin payment" or a "settlement payment" as defined in Section 101 of the Bankruptcy Code; and (f) that the parties are

entitled to the rights under, and protections afforded by, Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code.

- (m) **Recording of Conversations.** To the extent not prohibited by applicable law, each party (i) consents to the recording of oral or written communications (whether by telephone, voicemail, facsimile, instant messaging, chat rooms, electronic mail, mobile device, or other digital or electronic media), in accordance with applicable law, between the trading, marketing and other relevant personnel of the parties and their affiliates, with or without the use of a warning tone or similar warning, in connection with this Agreement or any potential Transaction, including (but not limited to) communications provided or received concerning quotes, solicitations, bids, offers, instructions, trading, and prices that lead to the execution of a Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings. To the extent that one party records telephone conversations (the "**Recording Party**") and the other party does not (the "**Non-Recording Party**"), the Recording Party shall, in the event of a dispute, make a complete and unedited copy of such party's tapes of conversations between the parties' personnel available to the Non-Recording Party.

Part 5. Other Provisions.

- (a) **Notice of Facsimile Transmission.** Section 12(a) is hereby amended by inserting the words "or 13(c)" between the number "6" and the word "may" in the second line thereof.
- (b) **Waiver of Right to Trial by Jury.** Each party hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Agreement or any Credit Support Document. Each party (i) certifies that no representative, agent or attorney of the other party or any Credit Support Provider has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or Proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this Agreement and provide for any Credit Support Document, as applicable, by, among other things, the mutual waivers and certifications in this Section.
- (c) **Eligible Contract Participant.** Each party represents to the other that it is an "eligible contract participant" as defined in Sec. 1a(18) of the Commodity Exchange Act (7 U.S.C. 1a), as amended (the "**CEA**"), and the regulations adopted thereunder.
- (d) **Scope of Agreement.** Upon the effectiveness of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement with respect to Specified Transactions, all Specified Transactions then outstanding

and all Specified Transactions in the future between the parties shall be subject to the terms hereof. For purposes of this Part 5(c), the preprinted definition of Specified Transaction in Section 14 will apply. For any Transaction not evidenced by a Confirmation, Section 2(a)(i) of this Agreement is amended to read as follows: "(i) Each party will make each payment or delivery to be made by it under each Transaction, as specified in each Confirmation (or otherwise in accordance with the terms of that Transaction if not evidenced by a Confirmation), subject to the other provisions of this Agreement.

- (e) **LIMITATION OF LIABILITY. NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (WHETHER OR NOT ARISING FROM ITS NEGLIGENCE) TO ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING IN THIS PROVISION SHALL AFFECT THE ENFORCEABILITY OF SECTION 6(e) OF THIS AGREEMENT. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY.**
- (f) ***Definitions.*** Unless otherwise specified in a Confirmation, this Agreement and each Confirmation incorporates, and is subject to and governed by, the 2006 ISDA Definitions (the "Definitions") as published by the International Swaps and Derivatives Association, Inc. (as supplemented) as of the date of the related Transaction. In the event of any conflict between the provisions of this Agreement and the provisions of the Definitions, the provisions of this Agreement shall apply, and in the event of any conflict between the provisions of the Agreement and a Confirmation, the provisions of the Confirmation shall apply. For purposes of this Agreement, all references in the Definitions to "Swap Transaction" shall be deemed references to any Transaction under this Agreement.
- (g) ***Commodity Definitions.*** Unless otherwise specified in a Confirmation, the 2005 ISDA Commodity Definitions (including all sub-annexes thereto) (the "Commodity Definitions") as published by the International Swaps and Derivatives Association, Inc. (as supplemented) as of the date of the related Transaction are incorporated by reference in this Agreement and the relevant Confirmations with respect to "Transactions," as defined by the Commodity Definitions, except as otherwise specifically provided in the relevant Confirmation.
- (h) ***Disruption Fallbacks.*** The following "Disruption Fallbacks" specified in Section 7.5(c) of the Commodity Definitions shall apply in the following order, except as otherwise specifically provided in the Confirmation:

- (i) Postponement, provided that the Maximum Days of Disruption shall be three (3) Commodity Business Days;
 - (ii) Negotiated Fallback; and
 - (iii) No Fault Termination.
- (i) **Counterparts.** The parties hereto agree that this Schedule and Master Agreement may be executed in counterparts, and each party may rely on a facsimile copy of the other party's execution as evidence of its agreement to the terms contained in the Schedule and the Master Agreement, respectively.
- (j) **Events of Default.** Section 5(a) is hereby amended as follows:
- (i) In Section 5(a)(vii) of this Agreement each reference to the number "15" shall be read and construed as "30".
- (k) **Absence of Litigation.** Section 3(c) of this Agreement is hereby amended by adding in the third line thereof, after the word "governmental", the words "or regulatory".
- (l) **2002 Master Agreement Protocol.** Annexes 1 to 18 and Section 6 of the ISDA 2002 Master Agreement Protocol as published by the International Swaps and Derivatives Association, Inc. on July 15, 2003 are incorporated into and apply to this Agreement. References in those definitions and provisions to any ISDA Master Agreement will be deemed to be references to this Master Agreement.
- (m) **Change of Account.** Section 2(b) of this Agreement shall be amended by adding the following before the period at the end of such section: "; provided that such new account shall be in the same legal and tax jurisdiction as the original account."
- (n) **Accuracy of Specified Information.** Section 3(d) is hereby amended by adding in the third line thereof after the word "respect" and before the period, the phrase "or, in the case of audited or unaudited financial statements, a fair presentation in all material respects of the financial condition of the relevant person."
- (o) **Conditions Precedent.**
- (i) Upon the occurrence of an Event of Default, if the Non-defaulting Party does not designate an Early Termination Date pursuant to Section 6(a) prior to the earlier of (x) the date on which all applicable conditions precedent under Section 2(a)(iii) are satisfied and (y) the thirtieth calendar day following

the occurrence of such Event of Default (the earlier of clauses (x) and (y), the "**Condition End Date**"), the Non-defaulting Party irrevocably loses the right to invoke Section 2(a)(iii) of this Agreement in respect of such Event of Default. For the avoidance of doubt, any obligation of the Non-defaulting Party that would have become due under a Transaction but for Section 2(a)(iii) will become payable or deliverable on the Condition End Date.'

- (ii) Section 2(a)(iii) of this Agreement shall be amended by deleting the words "or Potential Event of Default" from the second line thereof.
- (iii) Section 2 of this Agreement is hereby amended by adding the following additional new subsection 2(a)(iv)

"(iv) In addition to the conditions precedent set out in Section 2(a)(iii) each obligation of each party under Section 2(a)(i) is subject to the condition precedent that no Additional Termination Event has occurred and is continuing with respect to which the other party is an Affected Party."

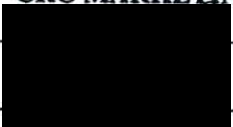
- (p) **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction; provided, however, that nothing in this provision shall adversely affect the fundamental benefits of each party under this Agreement. The parties shall endeavour, in good faith negotiations, to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- (q) **Agreement Not Construed Against Drafter.** This Agreement (including this Schedule, Credit Support Annex, Paragraph 13 to the Credit Support Annex, any Confirmation, or any other amendment hereto) shall not be construed against the drafter thereof, and the rule of contract construction requiring a contract to be construed against the drafter thereof is expressly waived by both parties.
- (r) **Fully Paid Transactions.** The condition precedent in Section 2(a)(iii)(1) does not apply to a payment and delivery owing by a party if the other party shall have satisfied in full all its payment or delivery obligations under Section 2(a)(i) of this Agreement and shall at the relevant time have no future payment or delivery obligations, whether absolute or contingent, under Section 2(a)(i).

- (s) **Payments on Early Termination.** Notwithstanding the provisions of Sections 5 and 6 of this Agreement, if at any time one of the parties to the Agreement ("X") shall have satisfied in full all of its obligations under Section 2(a)(i) of this Agreement and shall, at the same time, have no future payment obligations whether future or contingent, under such Section and unless the other party ("Y") is required pursuant to appropriate proceedings to return to X or otherwise returns to X on demand from X any portion of such payment, (a) the occurrence of any event described in Section 5(a) of this Agreement with respect to X or Specified Entity or Credit Support Provider of X shall not constitute an Event of Default or Potential Event of Default with respect to X and (b) Y shall be entitled to designate an Early Termination Date under Section 6 of the Agreement only as a result of the occurrence of a Termination Event (i) under Section 5(b)(i) or 5(b)(ii) of the Agreement or (ii) under Section 5(b)(iii) of this Agreement with Y as the Burdened Party.
- (t) **Swap Reporting.** Party B agrees that as between Party A and Party B, Party B is and will be the reporting party for purposes of any applicable swap data reporting requirements of the CEA and regulations thereunder, including, without limitation, the Commodity Futures Trading Commission's Part 43, 45 and Part 46 regulations.
- (u) **Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act.** "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") and any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code ("**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for purposes of Section 2(d) of this Agreement.
- (v) **Payment Date in Bankruptcy or Similar Proceedings.** Section 6(d)(ii) is amended by adding at the end of the first sentence before the period: "; provided however, no payment shall be due and payable under this Section 6 to a Defaulting Party subject to any event described in Section 5(a)(vii) until, either by stipulation of the parties or by court order, there is a determination of the net amount due to or from Defaulting Party in settlement of any and all Settlement Amounts, Unpaid Amounts, potential preference actions against the Non-Defaulting Party, and any other claims between the parties and the bankruptcy court or similar tribunal with appropriate jurisdiction accepts such determination as final, binding and non-appealable."

(w) **Confirmations.** Promptly upon agreement to a Transaction within the meaning of Section 9(e), Party B shall issue a Confirmation to Party A at the fax address indicated in this Schedule or as Party A may indicate from time to time. Party A shall notify Party B of any requested corrections or changes within five (5) Business Days of its receipt. If there are no requested corrections or changes, Party A shall execute (by manual, electronic, or some other legally equivalent signature) and return to Party B such Confirmation. Unless Party A timely provides such notice, the Confirmation will be deemed agreed to the same extent as if it (a) had been duly and properly executed by an authorized officer of Party A, and (b) been delivered back to Party B.

(x) **Compliance.** Each party to this Agreement shall comply with and abide by all relevant statutes, rules, regulations, orders and directives of any applicable governmental authority. Notwithstanding anything to the contrary herein or related hereto, nothing in this Agreement shall, or shall be interpreted or construed to, induce or require either party hereto to act in any manner (including taking or failing to take any actions in connection with a Transaction) which such party in good faith believes to be inconsistent with, penalized or prohibited under any applicable U.S. or other laws, regulations or other official government rules or requirements.

IN WITNESS WHEREOF, the parties have executed this Schedule as set forth below with effect from the date specified on the first page of this Schedule.

Party A: **CRC MARKETING, INC.**
By: 
Name: Carlos Contreras
Title: Vice President
Date: 9/1/16

Party B:
By:
Name:
Title:
Date:

