



AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT

This Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Supplement (this "Amendment") is made as of August 23, 2016 (the "Effective Date") by and between [REDACTED] and CRC Marketing, Inc. ("CP").

WHEREAS, reference is made to the ISDA August 2012 DF Supplement published by the International Swaps and Derivatives Association, Inc. ("ISDA®") on August 13, 2012 (the "ISDA August 2012 DF Supplement"); and

WHEREAS, the parties desire to amend the terms of the ISDA August 2012 DF Supplement and apply it to that certain ISDA Master Agreement dated August 23, 2016 (the "Covered Agreement");

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

Article 1:

Adoption and Incorporation of the ISDA August 2012 DF Supplement

1.1 Adherence to Protocol Agreement.

SELECT ONE:

Option One: In lieu of using the procedures set forth in the Protocol Agreement, the parties desire to implement the terms of the ISDA August 2012 DF Supplement

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between them by incorporating it by reference and completing Exhibit A. The ISDA August 2012 DF Supplement, as amended hereby, is incorporated by reference into the Covered

Agreement as though fully set forth therein and shall govern all Swap transactions, if any, under the Covered Agreement. The parties adopt between them the ISDA August 2012 DF Supplement into the Covered Agreement by execution of this Amendment, rather than pursuant to the procedure set forth in the ISDA August 2012 DF Protocol Agreement (the "Protocol Agreement") or the Adherence Letter (as defined in the Protocol Agreement), the ISDA August 2012 DF Supplement or the ISDA August 2012 DF Questionnaire and its Addendum I (the "Questionnaire"). The phrase "this DF Supplement" as used in the ISDA August 2012 DF Supplement, as so adopted and incorporated hereby, means "this Amendment," and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. Exhibit A hereto shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement for the Covered Agreement. "DF Supplement Information" is any information set forth in Exhibit A together with any other information that the parties agree shall be "DF Supplement Information." The information contained in Exhibit A as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by (a) any filings submitted by CP, from time to time, to the SEC as and when publicly posted on <http://www.sec.gov/edgar.shtml> (or any successor SEC webpage) and (b) any other written notices provided to SD under the Covered Agreement.

Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA August 2012 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire, DF Terms Agreement (if applicable) and ISDA August 2012 DF Supplement shall govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA August 2012 DF Supplement and Questionnaire shall govern as amended by this Amendment. The phrase "this DF Supplement" as used in the ISDA August 2012 DF Supplement, means the ISDA August 2012 DF Supplement as amended by this Amendment, and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. "DF Supplement Information" is any information set forth in the Questionnaire together with any other information that the parties agree shall be "DF Supplement Information." The information contained in the Questionnaire as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by (a) any filings submitted by CP, from time to time, to the SEC as and when publicly posted on <http://www.sec.gov/edgar.shtml> (or any successor SEC webpage) and (b) any other written notices provided to SD under the Covered Agreement.

1.2 Resolving Conflict of Terms. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the ISDA August 2012 DF Supplement. However, in the event of any inconsistency between (a) a term defined in the Covered Agreement or in a Swap transaction confirmation and (b) a term defined in the ISDA August 2012 DF Supplement, then (i) the term defined in the ISDA August 2012 DF Supplement will control for purposes of interpreting this Amendment, and (ii) the term defined in the Covered Agreement or Swap transaction confirmation (with any inconsistency between the two documents determined in accordance with the Covered Agreement) will control for purposes of interpreting the Covered Agreement or Swap transaction confirmation.

Article 2:
Amendments to the ISDA August 2012 DF Supplement

2.1 Amendments to Schedule 2 of the ISDA August 2012 DF Supplement; Agreements between a Swap Dealer and any other party.

(a) **Scope.**

(i) Section 2.2 is amended by (1) adding “grounds to vitiate, cancel or otherwise terminate a Swap,” following the words “termination event,” and (2) adding the following at the end of the Section: “Provisions in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby.”

(ii) Section 2.6 is amended by adding the following prior to the period at the end of the Section: “, as determined necessary by the party employing or responsible for such personnel”.

(iii) The following new Section is added at the end of Section 2.8:

“2.8.1 SD acknowledges that, unless specifically stated herein, CP does not waive any of its rights against SD, or excuse SD from any of its duties to CP, provided for in the DF Supplement Rules.”

(b) **Confidentiality.**

(i) Section 2.13 is amended by adding the following prior to the period at the end of the Section: “with respect to DF Supplement Rules; *provided however*, that SD will, to the extent feasible and if legally permitted to do so, notify CP of such request as soon as practicable after receipt thereof and shall not disclose such Material Confidential Information until the earlier of (a) CP notifying SD that it will not contest such disclosure or (b) five (5) Business Days (or shorter if such shorter period is requested by the regulator and SD has notified CP of such requirement, if in SD’s determination such notice is permitted by law and is consistent with the request of the regulatory authority) have passed following CP’s receipt of such notice without CP notifying SD that CP shall contest the disclosure of such Material Confidential Information to the requesting regulatory or self-regulatory organization, unless such notice to CP or such restriction on disclosure is otherwise not permitted by applicable law or by the requesting regulating authority or self-regulatory organization; *provided further*, that the foregoing proviso shall not be applicable to routine filings by SD”.

(ii) Section 2.14 is amended by (1) deleting “, on or prior to the date on which this DF Schedule 2 is incorporated into the Agreement,”; (2) adding the words “or enter” between “have entered” and “into a written agreement” in the second line; and (3) adding the following prior to the period at the end of the Section: “; *provided however*, CP does not waive any of its rights or excuse SD from any of its duties to CP under such written agreement relating to the non-disclosure of information”.

(iii) Section 2.15 is amended by (1) adding “on a need-to-know basis” in the fourth line after “Material Confidential Information” and prior to “to (i) any”; (2) adding the following to the end of the first sentence “; *provided however*, the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential”; (3) replacing the second sentence in Section 2.15 up to the colon with the following: “Subject to the foregoing, Material Confidential Information may be disclosed to any person acting in a structuring, sales or trading capacity for SD or any affiliate of SD as permitted by CFTC Regulation 23.410(c)(2); *provided that* nothing in the foregoing shall waive any violation of CFTC Regulation 23.410(a); and *provided further that* for purposes of the foregoing, CP and SD agree that:”.¹

(c) **Information Updating.**

(i) Section 2.1 is amended by (1) deleting “and (iii) all DF Supplement Information that is financial information furnished by or on behalf of it to the other party has been prepared in accordance with applicable accounting standards, consistently applied.”; (2) adding an “and” before “(ii)”; and (3) adding a period after “in any material respect”.²

(ii) Section 2.3 is amended by adding the following prior to the period at the end of the Section: “and shall be deemed made when provided or given so that no misrepresentation by CP is deemed to occur due to the one day delay built into the definition of “Notice Effective Date”.”

(iii) Section 2.9 is deleted and replaced with the following: “The parties agree that if the Non-Reporting Counterparty has reported a Swap under the Agreement as an “international swap” to a non-U.S. trade repository it shall notify the Reporting Counterparty as soon as practicable and in accordance with the Notice Procedures, of the (i) identity of each non-U.S. trade repository not registered with the CFTC to which the Non-Reporting Counterparty or its agent has reported the Swap; and (ii) swap identifier used by such non-U.S. trade repository to identify the Swap.”

(iv) Section 2.10 is deleted and replaced with the following:

“2.10 Each party agrees that if it is the Non-Reporting Counterparty with respect to a Swap under the Agreement, then upon the occurrence of any corporate event (the meaning of “corporate event” as used in CFTC Regulation 45.1 to be reasonably determined by the Non-Reporting Counterparty unless and until the CFTC issues a specific definition of such term) with respect to the Non-Reporting Counterparty that is also a “life cycle event” (as that term is defined in CFTC Regulation 45.1) in respect of that Swap, it will, as soon as practicable, but in no event later than 10 a.m. on the second “business day” (as that term is defined in CFTC Regulation 45.1) following the day on which such life cycle event occurs, notify the Reporting Counterparty with respect to the Swap of the occurrence of such life cycle event, with sufficient detail regarding such life cycle event to allow the Reporting

¹ This clarifies that Regulation 23.410 is designed to protect, rather than serve as a mechanism to permit release of, Material Confidential Information.

² Parties should refer to the Covered Agreement for covenants respecting financial information.

Counterparty to comply with any reporting requirements imposed by the DF Supplement Rules relevant to such other party's compliance with the DF Supplement Rules reporting requirements (*see* CFTC Regulation 45.4(c)).”

(d) **CP Acknowledgements.**

(i) Section 2.19 is amended by adding “, which may include an electronic communication” after the words “will be confirmed in writing”.

(ii) Section 2.20 is amended by adding the following to the end of the Section: “If a party has represented to the other party that it is an “eligible contract participant” as defined in Section 1a(18) of the Commodity Exchange Act, then such party is not a Hedging Entity ECP and therefore does not make the representation in this Section 2.20.”³

(iii) Section 2.22(a) is amended by replacing the words “to allow CP to assess its potential exposure in connection with such Swap” with “in accordance with the requirements of the DF Supplement Rules (CFTC Regulation 23.431(b)(1) – (4))”.⁴

Article 3:
Representations and Warranties

3.1 *Mutual Representations.* Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Swap Transaction Event) that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and
- (b) It has the power to execute this Amendment.

3.2 *Representation of Swap Dealer.* SD represents to CP (which representation will be deemed to be repeated by SD as of the time of each Swap Transaction Event) that it has determined it is a “swap dealer” as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3(ggg) and is registered or intends to register accordingly.

Article 4:
Miscellaneous

4.1 *No Other Agreement.* Except as amended hereby, the Covered Agreement remains in full force and effect.

4.2 *Headings.* The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

³ This explains confusing language in the ISDA August 2012 DF Supplement.

⁴ This clarifies that there is no implied waiver of CP rights under Regulation 23.431(b)(2), (3), or (4).

4.3 Governing Law. This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

4.4 Counterparts. This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

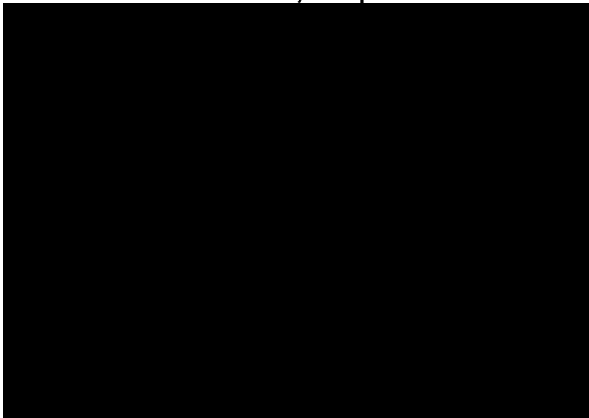
SD:

By:

Name:

Title:

Date:



CP:

By:

Name:

Title:

Date:

CRC MARKETING, INC.

Carlos Contreras

Vice President

9/1/16

By executing this Amendment on the relevant signature block below, the signatory agrees to make the representations and agreements applicable to it in the relevant DF Schedule of the DF Supplement.

[INSERT FULL LEGAL NAME OF DESIGNATED EVALUATION AGENT], solely as CP's Designated Evaluation Agent and solely to make the representations and agreements applicable to it as Designated Evaluation Agent in DF Schedule 3.

By: _____

Name:

Title:

Date:

[INSERT FULL LEGAL NAME OF DESIGNATED QIR], solely as CP's Designated QIR and solely to make the representations and agreements applicable to it as Designated QIR in DF Schedule 4.

By: _____

Name:

Title:

Date:

EXHIBIT A

(THIS EXHIBIT A IS ONLY FOR THOSE PARTIES WHO HAVE CHOSEN OPTION ONE IN SECTION 1.1. IF OPTION TWO IS SELECTED PARTIES DO NOT NEED TO FILL OUT THIS EXHIBIT A, BUT INSTEAD EXCHANGE THE ISDA QUESTIONNAIRE.)

Party Information

	CRC Marketing, Inc. ("CP")
	CP CICI/Legal Entity Identifier: 549300L80V7TWH8ZBP26
	Principal Address: 111 W. Ocean Blvd Suite 800, Long Beach, CA 90802
	Phone: (562) 624-3400
	Fax: (562) 283-2118
	Email:
Notices: Same as above	Notices: Contracts
Address:	Address: 111 W. Ocean Blvd Suite 800 Long Beach, CA 90802
Phone:	Phone: (562) 283-2143
Fax:	Fax: (310) 773-0611
Email:	Email: contracts@crc.com
Special Instructions:	Special Instructions:
SD Principal Occupation or Business: [REDACTED]	CP Principal Occupation or Business: Marketer
SD's Guarantor: [REDACTED]	CP's Guarantor: California Resources Corporation
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
	CP Third Party Control Person (if applicable):⁵
	Address:

⁵ "Third Party Control Person" means any person (other than an employee of an SD or CP) exercising any control with respect to the Swap positions under a Covered Agreement in respect of which Exhibit A is being executed and delivered.

	Phone:
	Fax:
	Email:
Description of Swap activity: [REDACTED]	Description of Swap activity: Hedging
Oral Disclosure of Pre-Trade Mark Election – Does CP agree to receive oral disclosure (with written confirmation to follow post-trade) of (i) pre-trade marks pursuant to CFTC Regulation 23.431(a)(3)(i) and (ii) basic material economic terms, including price, notional amount and termination date, pursuant to CFTC Regulation 23.431(a)(2)?	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commodity Pool Disclosure – Is CP a “commodity pool,” as that term is defined in Section 1(a)(10) of the Commodity Exchange Act and the CFTC Regulations?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No Answer ⁶ <input checked="" type="checkbox"/> No
Financial Entity Disclosure – Is CP a “financial entity,” as such term is defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act and the CFTC Regulations? ⁷	
<input type="checkbox"/> Yes	<input type="checkbox"/> No Answer ⁸ <input checked="" type="checkbox"/> No
Eligible Contract Participant – CP is an “eligible contract participant,” as that term is defined in Section 1a(18) of the Commodity Exchange Act and applicable regulations thereunder, and the following applies:	
<input checked="" type="checkbox"/> Large Entity: It is a corporation, partnership, proprietorship, organization, trust, or other entity (1) that has total assets exceeding \$10,000,000 or (2) the obligations of which under the Swap transactions are guaranteed or otherwise supported by a letter of credit, or keepwell, support or other agreement by a corporation, partnership, proprietorship, organization, trust, or other entity that has total assets exceeding \$10,000,000, a Financial Institution, an Eligible Insurance Company, an Eligible Investment Company, an Eligible Commodity Pool, or an Eligible Government Entity.	
<input type="checkbox"/> Other (please specify): ⁹ _____	

⁶ If CP selects “Yes” or “No Answer,” an SD receiving this Exhibit A may be required to inquire further and obtain additional representations prior to December 31, 2012.

⁷ Please note that the definition of “financial entity” can be very broad (it is not limited to financial institutions and may depend upon whether a business is predominantly financial in nature). A party should consult its legal counsel when making such determination.

⁸ If CP selects “No Answer,” an SD receiving this Exhibit A may be required to inquire further prior to entering into Swaps with CP in order to satisfy trade reporting requirements and/or (ii) assume, for the purposes of relevant statutory and regulatory exclusions and safe harbors, that CP may be a “financial entity,” until CP provides sufficient evidence demonstrating that it is not a “financial entity.”

⁹ Note that per CFTC Regulation 23.430(a), the CP must indicate at least one specific prong of the definition of ECP under which the CP qualifies. The CP may, but does not have to, indicate more than one prong. For a full list of the different ECP prongs, see pages 11 through 15 of the ISDA Protocol Questionnaire.

Schedules of the ISDA August 2012 DF Supplement – The parties agree Schedules 1 and 2 of the ISDA 2012 DF Supplement shall apply and be incorporated as agreed herein. Schedules 3 and 4 will be incorporated as agreed herein, if elected:

Schedule 3

Schedule 4

(continues on next page)

(continues on next page)

If Schedule 3 is incorporated and the CP has Designated Evaluation Agent(s) provide CP's Designated Evaluation Agent information:

If Schedule 4 is incorporated, provide CP's Designated QIR information:

Name:

Name:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

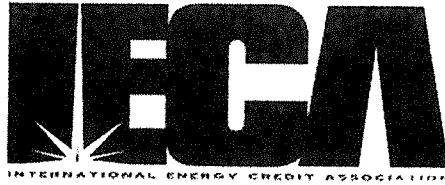
If CP is a "Special Entity," select the applicable subsection:

CP is a Federal Agency.¹⁰

CP is a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State.¹¹

¹⁰ CFTC Regulation 23.401(c)(1).

¹¹ CFTC Regulation 23.401(c)(2).



**FIRST SUPPLEMENT TO THE AMENDMENT ADOPTING, INCORPORATING
AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT**

This First Supplement to the Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Supplement (the "Supplement") is entered into as of August 23, 2016 (the "Supplement Effective Date"), by and between [REDACTED] ("SD") and CRC Marketing, Inc. ("CP").

WHEREAS, SD and CP are parties to that certain Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Supplement, dated as of August 23, 2016 (the "Amendment"), which implements the ISDA August 2012 DF Supplement published by the International Swaps and Derivatives Association, Inc. ("ISDA") on August 13, 2012 (the "ISDA August 2012 DF Supplement");

WHEREAS, ISDA has published Addendum II to ISDA August 2012 DF Protocol Questionnaire ("Addendum II");

WHEREAS, the parties to this Supplement intend to incorporate by reference into the Amendment certain provisions of Addendum II;

WHEREAS, the parties intend to supplement Exhibit A to the Amendment by providing for responses to the questions set forth in Sections 2, 3 and 4 of Addendum II; and

WHEREAS, the parties intend that all information provided in this Supplement be considered "DF Supplement Information," as defined in the Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

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1. ***Incorporation by Reference.*** The Preamble and Section 1 of Addendum II are hereby incorporated by reference into this Supplement and the Amendment solely to enable CP and SD to provide responses to the questions set forth in the Supplement Questionnaire attached hereto.

2. ***Definitions.*** Capitalized terms used in this Supplement and not otherwise defined herein shall have the meaning specified in Section 1 of Addendum II or in the Amendment. In the event of any inconsistency between a term defined in Addendum II and a term defined in the Amendment, then the term defined in Addendum II will control for purposes of interpreting this Supplement, and the term defined in the Amendment will control for purposes of interpreting the Amendment.

3. ***Treatment as DF Supplement Information.*** The information provided in the Supplement Questionnaire attached hereto shall constitute "DF Supplement Information," as such term is defined in Section 1.1 of the Amendment.

4. ***No Other Agreement.*** Except as amended hereby, the Amendment remains in full force and effect.

5. ***Headings.*** The headings used in this Supplement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Supplement.

6. ***Governing Law.*** This Supplement will be governed by and construed in accordance with the law specified in the Amendment.

7. ***Counterparts.*** This Supplement (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or email exchange of PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the Supplement Effective Date.

SD:

By:

Name:

Title:

Date:

CP:

By:

Name:

Title:

Date:

CRC MARKETING, INC.

Carlos Contreras

Vice President

9/1/16

SUPPLEMENT QUESTIONNAIRE

Does CP agree that SD need not disclose pre-trade mid-market marks in respect of any Covered Forex Transaction?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Does CP agree that SD need not disclose pre-trade mid-market marks in respect of any Covered Derivative Transaction?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Does CP agree that SD need not disclose pre-trade mid-market marks in respect of any Additional Pre-Trade Mark Transaction?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is CP a CFTC Interim Order U.S. Person?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No until April 1, 2013 and Yes thereafter
Is CP a Category 2 Entity?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	



**AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE
ISDA MARCH 2013 DF SUPPLEMENT**

This Amendment Adopting, Incorporating and Amending the ISDA March 2013 DF Supplement (this "Amendment") is made as of August 23, 2016 (the "Effective Date") by and between [REDACTED] ("SD") and CRC Marketing, Inc. ("CP").

WHEREAS, reference is made to the ISDA March 2013 DF Supplement published by the International Swaps and Derivatives Association, Inc. ("ISDA®") on March 22, 2013 (the "ISDA March 2013 DF Supplement"; capitalized terms used and not otherwise defined herein are defined in the ISDA March 2013 DF Supplement and its Questionnaire); and

WHEREAS, the parties desire to amend the terms of the ISDA March 2013 DF Supplement and apply it to that certain ISDA Master Agreement dated August 23, 2016 (the "Covered Agreement");

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

Article 1:

Adoption and Incorporation of the ISDA March 2013 DF Supplement

1.1 Adherence to Protocol Agreement.

SELECT ONE:

Option One: In lieu of using the procedures set forth in the Protocol Agreement, the ISDA March 2013 DF Supplement, as amended hereby, is incorporated by reference into the Covered Agreement as though fully set forth therein and governs all Swap transactions, if any, under the Covered Agreement. The parties adopt between them the ISDA March 2013 DF Supplement into the Covered Agreement by execution of this Amendment, rather than pursuant to the procedure set forth in the ISDA March 2013 DF Protocol Agreement (the "Protocol Agreement") or the Adherence Letter (as defined in the Protocol Agreement), the

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ISDA March 2013 DF Supplement or the ISDA March 2013 DF Questionnaire (the "Questionnaire"). The phrase "this March 2013 DF Supplement" as used in the ISDA March 2013 DF Supplement, as so adopted and incorporated hereby, means "this Amendment," and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. Exhibit A hereto shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement. The information contained in Exhibit A as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA March 2013 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire and ISDA March 2013 DF Supplement govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA March 2013 DF Supplement and Questionnaire govern as amended by this Amendment. The phrase "this March 2013 DF Supplement" as used in the ISDA March 2013 DF Supplement, means the ISDA March 2013 DF Supplement as amended by this Amendment, and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. The information contained in the Questionnaire as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

1.2 CFTC Swap Entity. SD shall be a "CFTC Swap Entity" for purposes of the ISDA March 2013 DF Supplement.

1.3 Notice Procedures. If Option One is selected and both CP and SD provide the applicable email addresses for delivery of notices in Exhibit A, then Notice Procedures for purposes of the ISDA March 2013 DF Supplement will include the additional procedures set forth in Sections 7(c)(v), (vi) and (vii) of the Protocol Agreement for the purposes specified in each respective Section provided that each reference to "such Matched PCA Party's Questionnaire" shall be deemed to be a reference to the information specified by the SD or CP, as applicable, in Exhibit A.

Article 2:

Amendments to the ISDA March 2013 DF Supplement

2.1 Amendment to March 2013 DF Schedule 1 of the ISDA March 2013 DF Supplement; Defined Terms.

(i) "March 2013 DF Supplement Information" is amended by adding to the end of the Section: "The only March 2013 DF Supplement Information exchanged by the parties as of the date hereof is Exhibit A or the Questionnaire, as applicable, along with any other information that the parties have agreed in writing is March 2013 DF Supplement Information."

2.2 Amendments to March 2013 DF Schedule 2 of the ISDA March 2013 DF Supplement; General Terms.

(i) Section 2.2 is amended by adding the following at the end of the Section: "Provisions

in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby.”

(ii) Section 2.5 is amended by replacing the word “Swaps” in 2.5(b) with the word “swaps” and each use of the word “Swap” in 2.5(c) with the word “swap.”

(iii) Section 2.9 is amended by replacing “in writing prior to the execution of such Swap” with “in writing delivered in any form, including electronically, prior to or at the time of execution of such Swap.”

2.3 Amendments to March 2013 DF Schedule 3 of the ISDA March 2013 DF Supplement; Calculation of Risk Valuations and Dispute Resolution.

(i) Section 3.3(iii) is amended by inserting the words “viewable at no cost to CP” after the words “posting on a secure web page.”

(ii) Section 3.5 is amended by (a) inserting the words “, subject to Section 3.6 below if applicable,” between the words “Notice Procedures” and “on or prior” and (b) replacing the words “shall include CP’s” with “shall include or be followed as soon as reasonably practicable with CP’s.”

(iii) Section 3.11 is amended by adding the following at the end of the Section: “In the event of any inconsistency between this Amendment and the Covered Agreement respecting calculation of termination payments, CSA Valuation, exposure or payment calculations, dispute resolution mechanisms, or other agreements of the parties set forth in the Covered Agreement, the Covered Agreement as unamended by this Amendment shall control.”

2.4 Amendments to March 2013 DF Schedule 4 of the ISDA March 2013 DF Supplement; Portfolio Reconciliation.

(i) Section 4.2(c) is amended by deleting “, and in any event not later than the close of business on the second Local Business Day of CP following the Data Delivery Date.”

(ii) Section 4.7 is amended by adding the following at the end of the Section: “In the event of any inconsistency between this Amendment and the Covered Agreement respecting any agreement or other procedure for the exchange, delivery and/or reconciliation of Portfolio Data and/or the resolution of any discrepancy between them or other agreements of the parties set forth in the Covered Agreement, the Covered Agreement as unamended by this Amendment shall control.”

**Article 3:
Representations and Warranties**

3.1 Mutual Representations. Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Transaction Event) that:

(i) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and

(ii) It has the power to execute this Amendment.

3.2 Representation of CP. All information and representations provided in Exhibit A are based on CP's understanding and interpretation of the CEA and CFTC Regulations as of the date hereof, after reasonable diligence and inquiry. In the event that factual information with respect to CP set forth in Exhibit A changes, CP agrees to correct such information no later than the next following Transaction Event.

Article 4:
Miscellaneous

4.1 No Other Agreement. Except as amended hereby, the Covered Agreement remains in full force and effect.

4.2 Headings. The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

4.3 Governing Law. This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

4.4 Counterparts. This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SD:

By:

Name:

Title:

Date:

CP:

By:

Name:

Title:

Date:

CRC MARKETING, INC.

Carlos Contreras

Vice President

9/1/16

EXHIBIT A

THIS EXHIBIT A IS ONLY FOR PARTIES WHO HAVE CHOSEN OPTION ONE IN SECTION 1.1. IF OPTION TWO IS SELECTED, PARTIES DO NOT FILL OUT THIS EXHIBIT A, BUT INSTEAD EXCHANGE THE ISDA QUESTIONNAIRE.

Parties to the IECA Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Protocol or the ISDA August 2012 DF Protocol were asked for some of the same information in the related Exhibit A or ISDA August 2012 DF Protocol Questionnaire, as applicable. Information provided herein will be deemed an update to information provided therein. Capitalized terms used herein not defined in the Supplement are defined in the Questionnaire.

SD INFORMATION:
[Party name] ("SD")
SD CICI/Legal Entity Identifier:
Financial Company – Is SD a “financial company,” as such term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Insured Depository Institution – Is SD an “insured depository institution,” as that term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SD Email Address for Delivery of Notices Email: [REDACTED]

CP INFORMATION:
CRC Marketing, Inc. ("CP")
CP CICI/Legal Entity Identifier: 549300L80V7TWH8ZBP26
Financial Entity Disclosure – To the best of its knowledge, CP is a “financial entity,” as such term is defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act and any applicable CFTC Regulations? ¹ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Financial Company – Is CP a “financial company,” as such term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Insured Depository Institution – Is CP an “insured depository institution,” as that term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CP Email Address for Delivery of Notices Email: Contracts@crc.com

¹ The definition of “financial entity” can be very broad (it is not limited to financial institutions and may depend upon whether an entity is “predominantly engaged in activities that are financial in nature” in the context of the Section of the CEA or the CFTC Regulation within which the term “financial entity” is used). A party should consult its legal counsel when making such determination.

END USER ELECTION:	
Standing End-User Exception Election - Does CP elect the End-User Exception for each Swap entered into hereunder that is subject to a mandatory clearing determination under Section 2(h) of the CEA?²	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Standing Opt-Out of Annual Filing – Does CP notify SD that it will <u>not</u> make an annual filing pursuant to CFTC Regulation 50.50(b)(2) for any swap subject to mandatory clearing?³	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
TRADE FILING INFORMATION:⁴	
If CP answered “Yes” to the “financial entity” question above, does CP elect any of the following exceptions?	
<input type="checkbox"/> Financial Affiliate Exception	
<input type="checkbox"/> Hedging Affiliate Exception	
<input type="checkbox"/> Small Bank Exception	
How does CP generally meet its financial obligations associated with entering into non-cleared swaps?	
<input type="checkbox"/> A written credit support agreement	
<input type="checkbox"/> Pledged or segregated assets (including posting or receiving margin pursuant to a credit support arrangement or otherwise)	
<input type="checkbox"/> A written third-party guarantee	
<input checked="" type="checkbox"/> Its available financial resources	
<input type="checkbox"/> Other:	
Is CP a SEC Issuer/ Filer?	
<input type="checkbox"/> Yes – If yes, specify CP’s SEC Central Index Key number ⁵ :	<input checked="" type="checkbox"/> No
If CP is a SEC Issuer/ Filer, did CP receive Election Approval?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

² A “Yes” response to this question means that the Standing End-User Exception Election shall apply to each Swap that is otherwise subject to mandatory clearing unless CP has, prior to or at the time of the execution of a Swap, notified SD that it elects to clear such Swap in writing delivered in any form (including electronically). A “No” response or a non-response to this question will be an election not to provide SD with a standing notice that the CP elects the end-user clearing exception (and has no other effect).

³ The ISDA March 2013 DF Supplement provides that CP is deemed to represent at the time of execution of the relevant Swap that it has either made an annual filing pursuant to CFTC Regulation 50.50(b)(2) (an “Annual Filing”) or has notified its counterparty that it has not made such an Annual Filing and has provided SD with the information required to make the filing on a trade-by-trade basis (a “Trade Filing”). A “Yes” response to this question means the CP has opted not to provide notice that it will make an Annual Filing and that instead CP will make a Trade Filing. A “No” response to this question means that CP will make an Annual Filing prior to electing not to clear any Swap that is subject to mandatory clearing.

⁴ If CP has elected, or anticipates that it will elect, to use the End-User Exception and has notified SD that it has not made an Annual Filing or that it does not anticipate that it will make an Annual Filing, the questions included in this “Trade Filing Information” section may be answered by CP to provide SD with the information required to make a Trade Filing. A response to these questions is not necessary for a CP that (a) has not elected and does not anticipate that it will elect to use the End-User Exception or (b) has or will make an Annual Filing.

⁵ If there is more than one SEC Central Index Key number, as a result of multiple parent companies that are SEC Issuers/Filers, include all applicable SEC Central Index Key numbers.

PROTOCOL MASTER AGREEMENT:

Do the parties agree to enter into an ISDA March 2013 DF Protocol Master Agreement in the form of Section 4 of the ISDA March 2013 DF Protocol Agreement? ("No" shall apply unless noted otherwise.)

Yes⁶

No

If the parties have agreed to enter into an ISDA March 2013 DF Protocol Master Agreement:

SD's notice information for such purpose is as follows:

Address:

Phone:

Fax:

Email:

Electronic Messaging System Details:

Specific Instructions:

CP's notice information for such purpose is as follows:

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

Phone: (562) 283-2413

Fax: (310) 773-0611

Email: contracts@crc.com

Electronic Messaging System Details: [TBD]

Specific Instructions: [TBD]

SCHEDULE 3 & 4 ELECTIONS:

Check if DF Schedule 3 applies⁷

If checked, provide the following:

SD Email Address for Delivery of Risk Valuations:

CP Email Address for Delivery of Risk Valuations: Risk@crc.com

Check if DF Schedule 4 applies

If checked, provide the following:

SD Email Address for Delivery of Portfolio Data:

CP Email Address for Delivery of Portfolio Data:

Does CP agree to review or exchange Portfolio Data? (select one)⁸

Review

Exchange

Does CP agree to reconcile against SDR Data?⁹

Yes

No

Local Business Day city or cities (if other than the City of New York):

SD:

CP: Los Angeles

⁶ If a party elects "Yes," additional changes may be required as a result of this election. The IECA strongly recommends extensive consultation with legal counsel before electing "Yes."

⁷ If CP is a "financial entity," the documentation requirements of CFTC Regulation 23.504(b)(4) are mandatory. If such a CP does not elect to apply Schedule 3, CP and SD will need to address such requirements outside of the scope of this Amendment.

⁸ If CP elects "Review," the parties will engage in portfolio reconciliation in accordance with Part II of DF Schedule 4. If CP elects "Exchange," the parties will engage in portfolio reconciliation in accordance with Part III of DF Schedule 4.

⁹ If CP elects "Yes," Part V of DF Schedule 4 shall apply. If CP elects "No," Part V of DF Schedule 4 shall not apply.