

**Summit Township
Mason County, Michigan**

ORDINANCE NO. 12

A FRANCHISE, granting to OCCIDENTAL PETROLEUM CORPORATION, and its successors and assigns, the right, power and authority to lay, maintain and operate pipes, mains, and services for transporting brine and other minerals on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local public utility business in the Township of Summit, Mason County, Michigan for a period of thirty years.

The Township of Summit ORDAINS:

Section 1. Grant of Franchise and Consent to Laying of Pipes, Etc. Subject to all the terms and conditions mentioned in this Franchise, consent, permission, right and authority is hereby given to Occidental Petroleum Corporation, a California corporation whose address is 10889 Wilshire Blvd., Los Angeles, California 90024-4201 (the "Franchisee"), and to its successors and assigns to lay, maintain, operate and use pipes, mains, conductors, service pipes and other equipment necessary to transport brine and related minerals, in the highways, streets, alleys and other public places in the Township of Summit, Mason County, Michigan, (the "Township") and a non-exclusive franchise is hereby granted to the Franchisee, its successors and assigns, to transact local business in the Township for the purposes of producing, storing, transmitting, selling and distributing brine and other minerals, into and through the Township and all other matters incidental thereto.

Section 2. Use of Streets and Other Public Places. The Franchisee, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys, or other public places within the Township and shall within a reasonable time after making an opening or excavations, repair the same and leave it in as good condition as before the opening or excavation was made. The Franchisee, its successors and assigns shall use due care in exercising the privileges herein contained and shall be liable to the Township and to every owner of property abutting the Franchisee's pipelines, or other facilities, for all damages and costs arising from the default, carelessness, or negligence of the Franchisee or its officers, agents and servants.

The Franchisee shall not open any road, street, alley, or highway to lay trunk lines or lateral mains except upon application to the State Transportation Commission, the Mason County Road Commission or the Township or other authority having jurisdiction in the premises (whichever is applicable), stating the nature of the proposed work and the route. Upon receipt of such application, it shall be the duty of the State Transportation Commission or the Township Board, or such other authority as may have jurisdiction, to issue a permit to the Franchisee to do the work proposed.

Section 3. Force Majeure. The Franchisee shall not be liable for failure to furnish service as herein provided, or for any breach of the Franchisee's obligations hereunder, if such failure or breach is caused by acts of God, labor troubles, riot, or any other causes or contingencies not reasonably within the control of the Franchisee.

Section 4. Indemnity. As part of the consideration for granting this Franchise, the Franchisee (indemnitor) shall, at its sole cost and expense, fully indemnify and hold the Township (indemnitee), its officers, boards, commissions, agents and employees, harmless against any and all claims, demands, lawsuits, actions, liability and judgments for damages arising out of the indemnitee's negligent or wrongful act in the operation of this Franchise. In further consideration for the granting of this Franchise, the Franchisee shall pay actual reasonable attorney's fees, costs and expenses which may be incurred by the Township in defense of or in response to any claim, demand, lawsuit, action or administrative proceeding arising out of the negligent or wrongful act of indemnitee in the operation of this Franchise or the revocation of prior franchises, whether or not judgment is entered against the Township.

Section 5. Effective Date; Term of Franchise; Acceptance by the Franchisee. This Franchise shall take effect the day following the date of publication thereof, which publication shall be made within thirty (30) days after the date of its adoption, and shall continue in effect for a period of thirty (30) years thereafter; provided, however, that when this Franchise shall become effective the Township Clerk shall deliver to the Franchisee a certified copy of the Franchise accompanied by written evidence of publication thereof as required by law, and the Franchisee shall, within sixty (60) days after receipt of the above documents, file with the Township Clerk its written acceptance of the conditions and provisions hereof.

Section 6. Franchise Not Exclusive. The rights, power and authority granted by this Franchise are not exclusive, and nothing contained herein shall prevent the Township from granting other non-exclusive franchises.

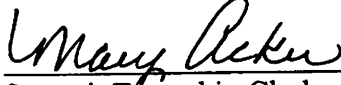
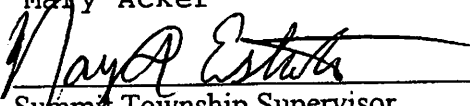
Section 7. Franchise Revocable. This Franchise shall be revocable by either the Township or the Franchisee upon sixty (60) days' written notice to the other party.

Section 8. Effect and Interpretation of Franchise. All other resolutions and parts thereof which conflict with any of the terms of this Franchise are hereby rescinded, to the extent of such conflict. The catch line headings which precede each section of this Franchise are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this Franchise.

Section 9. Successors and Assigns. The words "Occidental Petroleum Corporation," wherever used herein, are intended and shall be held and construed to mean Occidental Petroleum Corporation, and its successors and assigns, whether so expressed or not. The word "Franchisee," wherever used herein, is intended and shall be held and construed to mean Occidental Petroleum Corporation, and its successors and assigns, whether so expressed or not. The Franchisee may assign the rights and obligations under this agreement as long as the Franchisee notifies the Township of any such assignment.

Ayes: 5
Nays: 0
Date Passed: April 5, 2010

Attested, by Order of the Township of
Summit, Mason County, Michigan


Summit Township Clerk
Mary Acker

Summit Township Supervisor
Nancy Estola

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of Summit Township, Mason County, Michigan, hereby certifies that: (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a regular meeting held on April 5, 2010 at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and, (4) minutes of such meeting were kept and will be or have been made available as required thereby.

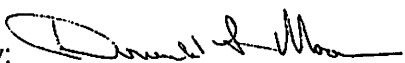
Dated: April 5, 2010


Summit Township Clerk
Mary Acker

ACCEPTANCE

This Franchise is hereby accepted by the Franchisee, pursuant to the terms and conditions set forth in the foregoing Franchise.

OCCIDENTAL PETROLEUM
CORPORATION

By: 

Its: VICE PRESIDENT

LAN01210342.2
IDUTHA - 106201/0001

Affidavit of Publication

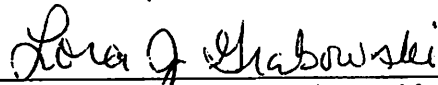
STATE OF MICHIGAN

§§

County of Mason

Lora J. Grabowski, being first duly sworn, says that she is the business manager of the Ludington Daily News, a daily newspaper printed and circulated in said county of Mason, and that annexed hereto is a copy of a certain order taken from said newspaper, in which the order was published on the following dates, to wit:

April 8, 2010



(Lora J. Grabowski, Business Manager)

Subscribed and sworn to before me this
8th day of April A.D 2010



Michelle J. Piotrowski

Print name

Notary Public for Mason County, acting in
Mason County

Commission Expires: 12-18-2012

SUMMIT TOWNSHIP
MASON COUNTY, MICHIGAN
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Ayes: Five
Nays: Zero
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Summit, Mason County, Michigan

Mary Acker
Summit Township Clerk

Nancy Estola
Summit Township Supervisor

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Mary Acker
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