Accidental Death and Dismemberment

Summary Plan Description

CALIFORNIA RESOURCES CORPORATION

January 2016

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INTRODUCTION

The Plan gives you the opportunity to purchase accidental death and dismemberment (AD&D) insurance that provides 24-hour accident protection for you and your eligible Dependents. The AD&D Plan covers loss of life, limb(s) or loss of use of limb(s), sight, speech, or hearing resulting from an accident, anywhere in the world.

Participation in this Plan is voluntary. You pay the entire cost for your elected AD&D coverage by enrolling in the Plan and authorizing payroll deductions for your elected coverage amounts.

The accidental death and dismemberment insurance described in this summary is offered to California Resources Corporation and/or affiliated company employees, as defined in the *Eligibility and Enrollment* section. This information along with the Group Insurance Certificate booklet (Booklet) provided by Gerber Life Insurance Company (Gerber) or a successor carrier serves as your Summary Plan Description (SPD). You should keep and refer to it when you have questions about your accidental death and dismemberment insurance benefits. In the event that there is a discrepancy between the SPD and the Plan document, the Plan document will control.

Any capitalized term not defined in the Glossary of this summary has the meaning ascribed to it in the Booklet that follows.

This benefit program described in this SPD is covered under the Employee Retirement Income Security Act of 1974 (ERISA). As a participant in this Plan, you have certain rights, described more fully in the Gerber Booklet.

The benefits are effective only while you are covered under the Plan.

Refer to subsequent issues of California Resources Corporation benefits newsletters on MyInfo at https://MyInfo.crc.com for any material changes to the Plan made after the date of this document.

ELIGIBILITY AND ENROLLMENT

Eligibility

You are eligible to participate in the AD&D Plan if you are a regular, full-time, nonbargaining hourly or salaried employee of California Resources Corporation or an affiliated company (CRC). For this purpose, "affiliated company" means any company in which 80 percent or more of the equity interest is owned by California Resources Corporation. Temporary employees are not eligible to participate. You are considered a full-time employee under the Plan if you regularly are scheduled to work at least 30 hours per week. Generally, you are eligible to participate if you are paid on a U.S. dollar payroll, are designated as eligible to participate by your employer, and do not participate in a similar type of employer-sponsored plan. If you are part of a collective bargaining group, you are eligible to participate in the AD&D Plan only if your negotiated bargaining agreement specifically provides for your participation.

Enrollment

If you enroll in the AD&D Plan within 31 days of your first day as an eligible employee, coverage for you and your enrolled spouse will begin on the first day you become eligible,* if you complete a full day of work on that date. If you are enrolled, you may add a new spouse or Dependent child within 31 days of the date he or she becomes eligible under the AD&D Plan. You may reduce your coverage or stop your participation at any time.

If you do not enroll, or if you do not enroll a newly eligible Dependent, within 31 days of eligibility, you may enroll or increase your level of coverage or add Dependent coverage at any time. Contact CRC Benefits to make any changes to your election.

You only may elect AD&D Plan coverage for your spouse if you are enrolled for coverage under the AD&D Plan.

If you and your spouse are both employees of CRC, you may not be covered as both an employee and a spouse under this AD&D Plan and only one of you may cover your Dependent children.

* Provided that you and/or your Dependent(s) have not sustained any accidental bodily injuries covered under the Plan during the period from your eligibility date to the date you enroll. If you do not meet this requirement, your effective date of coverage will be the date you return to active work.

DESIGNATING A BENEFICIARY

Unless otherwise designated, any death benefit payable under this Plan will be paid to your designated beneficiary(ies) under CRC's Basic Life Insurance Plan. If you wish to separately designate your beneficiary(ies) under the Plan, email CRC Benefits at CRCBenefits@crc.com.

You should keep your beneficiary designation current so that if your circumstances change (for example: death, marriage, divorce or birth of a child), you will have a current beneficiary designation on file.

Under the Plan, you may designate two types of beneficiaries:

- Primary beneficiary: An individual or trust you name to receive your AD&D benefit in the event of your death.
- Contingent beneficiary: An individual or trust you name to receive your AD&D benefit in the event of your death if all of your designated primary beneficiaries die before you.

You are the beneficiary in the event of the accidental death or accidental dismemberment or Loss of Use (Loss) of a covered Dependent.

For additional details, refer to *Beneficiary* in **Section VI – Policy Provision** of the attached Booklet.

COVERAGE OPTIONS AVAILABLE

You may select a coverage amount from one (1) to ten (10) times your Base Annual Earnings, subject to a minimum of $10,000 and a maximum of $1,000,000, rounded to the next higher even multiple of $10,000, if not already an even multiple of $10,000.

If you enroll, you may select spousal coverage in an amount equal to 50% or 100% of the coverage amount you selected for yourself.

Upon your enrollment, each of your Dependent children automatically is covered for $10,000.

Cost of Coverage

Monthly premiums for you and your spouse are based on the coverage amount you select. Current AD&D rates are provided in your enrollment packet and are available online at MyInfo.crc.com. You pay the entire cost of your coverage with after-tax contributions. Upon your enrollment, each of your Dependent children automatically is covered at no additional cost. The per-pay-period portion of the monthly premium amount will be deducted from each paycheck on an after-tax basis.

WHAT THE PLAN COVERS

Amount of Plan Benefits

In the event of your or your Dependent's accidental death, the Plan may pay 100 percent of the coverage amount to the designated beneficiary(ies) in a single sum.

You or your Dependent must be covered under the Plan on the date of the accident, and generally the Loss must occur within 365 days after the date of the accident. In the event that you or your covered Dependent(s) incur an accidental Loss, the benefits will be paid to you in a single sum according to the schedule of benefits in the attached Booklet provided by Gerber.

Additional Benefit Provisions

Depending on the circumstances and nature of an accident, the AD&D Plan may pay an additional benefit to you or your Dependent for a Loss due to death or Injury. You or your Dependent must be covered under the Plan on the date of the accident, and generally, the Loss must occur within 365 days after the date of the accident. More details regarding the following provisions can be found in the attached Booklet.

- Enhanced Benefit Provision for Dependent Children
- Rehabilitation Benefit
- Coma Benefit
- Private Passenger Automobile Seat Belt Benefit
- Private Passenger Automobile Air Bag Benefit
- Criminal Assault Benefit
- War Risk Benefit
- Accidental Permanent Disfigurement Benefit
- Therapeutic Counseling Benefit
- Adaptive Home and Vehicle Benefit
- Funeral Expense Benefit
- Child Care Center Benefit
- College Education Benefit
- Spouse Training Benefit
- Brain Damage Benefit

WHAT THE PLAN DOES NOT COVER

For details regarding any exclusions under the plan, see *General Exclusions* in the **Section VI – Policy Provisions** of the attached Booklet.

CLAIMS AND BENEFIT PAYMENT

For information regarding claims and benefit payment procedures, refer to **Section VII – Claim Payments** in Gerber's Booklet. Additional details regarding claims and appeal procedures refer to **Section XI – The Employee Retirement Income Security Act of 1974 (ERISA) Statement of Rights and Information**.

If you have questions regarding your claim or your appeal, contact Gerber.

Legal Proceedings

For information regarding Legal Action, refer to **Section VII – Claim Payments** in Gerber's Booklet. No action at law or equity shall be brought to recover on the Group Contract or under the Plan until 60 days after the written proof described in Gerber's Booklet is furnished. No action shall be brought more than three years after the end of the time within which proof of loss is required.

WHEN COVERAGE ENDS

Termination or Retirement

If you terminate employment for any reason, including retirement or layoff because of a reduction in work force, your AD&D coverage will cease; however, you may be eligible to apply for coverage under Gerber's conversion policy described in the **Conversion Amendment** section of the attached Booklet.

Death

If you die in active employment and are covered under the AD&D Plan, your covered Dependent(s) may be eligible to apply for a conversion policy as described in the **Conversion Amendment** section of the attached Booklet.

When Dependent Coverage Ends

Coverage for your dependents ends when your coverage ends or when they are no longer eligible, whichever occurs first; however, coverage under Gerber's conversion policy may be available as described in the **Conversion Amendment** section of the attached Booklet.

CONTINUATION OF COVERAGE

During Illness or Injury

If you are absent from work because of illness or injury, AD&D Plan coverage will continue while you are eligible to receive benefits under CRC's Short-Term Disability Plan (or, as applicable, a sickness and accident plan), provided that you continue your premium payments. If you discontinue your coverage during your period of absence, you may reenroll when you return to active CRC employment.

During a Leave of Absence

If you take an approved leave of absence, your AD&D Plan coverage will continue for the first six months of the approved leave of absence, provided you continue to make your premium payments.

If you discontinue your coverage during your period of absence, including an approved leave of absence under the Family and Medical Leave Act of 1993, or any applicable state law, you may reenroll when you return to active CRC employment.

GENERAL INFORMATION

Your Rights as a Plan Participant

For information regarding your rights under the Employee Retirement Income Security Act of 1974 (ERISA), refer to **Section XI – The Employee Retirement Income Security Act of 1974 (ERISA) Statement of Rights and Information** in the attached Booklet.

Plan Documents

This benefit plan description summarizes the main features of the Plan, and is not intended to amend, modify, or expand the Plan provisions. In all cases, the provisions of the Plan document and any applicable contracts control the administration and operation of the Plan. If a conflict exists between a statement in this summary and the provisions of the Plan document or any applicable contracts, the Plan document will govern.

Discretionary Authority of Plan Administrator and Claims Administrator

In accordance with sections 402 and 503 of Title I of ERISA, the Plan sponsor has designated a Named Fiduciary under the Plan, who has complete authority to review all denied claims for benefits under the Plan. The Plan Administrator has discretionary authority to determine who is eligible for coverage under the Plan and the Claims Administrator has discretionary authority to determine eligibility for benefits under the Plan. In exercising its fiduciary responsibilities, the Named Fiduciary shall have discretionary authority to determine whether and to what extent covered Plan participants are eligible for benefits, and to construe disputed or doubtful Plan terms. The Named Fiduciary shall be deemed to have properly exercised such authority unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

No Guarantee of Employment

By adopting and maintaining the California Resources Corporation Accidental Death and Dismemberment Plan for certain eligible employees, CRC has not entered into an employment contract with any employee. Nothing contained in the Plan documents or in this summary gives any employee the right to be employed by CRC or to interfere with CRC's right to discharge any employee at any time. Similarly, this Plan does not give CRC the right to require any employee to remain employed by CRC or to interfere with the employee's right to terminate employment with CRC at any time.

Future of the Plan and Plan Amendment

CRC expects and intends to continue this Plan but does not guarantee any specific level of benefits or the continuation of any benefits during any periods of active employment, inactive employment, disability or retirement. Benefits are provided solely at CRC's discretion. CRC reserves the right, at any time or for any reason, through an action of the Vice President of Compensation and Benefits of California Resources Corporation, to

suspend, withdraw, amend, modify, or terminate the Plan (including altering the amount you must pay for any benefit), in whole or in part. In the case of a material change in this description of the Plan, such action will be evidenced by a written announcement to affected individuals.

Plan Administration

The additional information in this section is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA) regarding the AD&D Plan and the persons who have assumed responsibility for its operation.

Plan Name	California Resources Corporation Accidental Death and Dismemberment Plan
Employer Identification Number	46-5676989
Plan Number	505
Plan Administrator	California Resources Employee Benefits Committee
Type of Administration	*Group Insurance Policy with:* Gerber Life Insurance Company 1311 Mamaroneck Avenue White Plains, New York 10605
Plan Sponsor and Address for Legal Process for the Plan	CRC Services, LLC 9200 Oakdale Avenue. 9th Floor Los Angeles, California 91311 888-848-4754
Claims Administrator and Address for Legal Process for the Policy	*The Plan is insured and claims are paid by:* Gerber Life Insurance Company c/o A.C. Newman & Company 7060 North Marks Avenue, Suite 108 Fresno, California 93711-0269
Named Fiduciary	Gerber Life Insurance Company
Plan Year Ends	December 31
Plan Type	ERISA Welfare Plan
Source of Contributions	Employee

GLOSSARY

Plan

"Plan" means the California Resources Corporation Accidental Death and Dismemberment Plan, and as used in this Summary Plan Description, unless the context otherwise plainly requires, "Plan" further means the accidental death and dismemberment insurance benefits described here. Also, in this Summary Plan Description, "Plan" is used interchangeably with "AD&D Plan."

GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue
White Plains, New York 10605
(Herein called "the Company")

Based on the request for this Policy (herein called the Policy) made by

CALIFORNIA RESOURCES CORPORATION
10889 Wilshire Boulevard
Los Angeles, California 90024
(Herein called "the Policyholder")

and based on the payment of the premium when due, the Company agrees to pay the benefits as provided on the following pages.

This Policy becomes effective at 12:01 A.M. Standard Time at the Policyholder's address on the Effective Date shown below. The Policy may be continued in effect by the payment of premiums as provided in Section II-Premium Calculations. The Policy will terminate as provided in Section IX-Termination of the Policy.

The first anniversary of this Policy will be the Anniversary Date shown below. Subsequent Policy anniversaries will be the same date each year thereafter.

All matter printed or written by the Company on the following pages forms a part of this Policy as if recited over the signatures below.

This Policy is delivered in and to the extent permitted by Federal Law, is governed by the laws of the Jurisdiction shown below. This Policy is subject to the Employee Retirement Income Security Act of 1974 (ERISA). The general Plan information and a statement of the Rights of Plan Participants are found in Section XI-The Employee Retirement Income Security Act of 1974 (ERISA) Statement of Rights and Information.

In witness whereof the Company has caused this Policy to be executed at its Home Office in White Plains, New York.

President

Secretary

GROUP POLICY NUMBER:	PAI-124075
EFFECTIVE DATE:	January 1, 2016
ANNIVERSARY DATE:	January 1, 2019
DATE OF ISSUE:	December 23, 2015
JURISDICTION:	California
COVERAGE PROVIDED:	Group Accident Insurance

NONPARTICIPATING
GROUP ACCIDENT POLICY
ACCIDENT ONLY – DOES NOT PAY BENEFITS FOR SICKNESS

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SECTION I - SCHEDULE OF BENEFITS

The following Insured Persons are eligible for coverage:

Class	Description of Class
1	All regular, full-time, non bargaining hourly or salaried employees of California Resources Corporation or an affiliated company, who are regularly scheduled to work at least 30 hours per week, are designated as eligible to participate, and who do not participate in a similar type of employer-sponsored plan. Temporary employees are not eligible to participate. Represented employees are eligible to participate only if the collective bargaining agreement specifically provides for participation domiciled in the United States.

The amount of the Principal Sum shall be determine as follows:

Class	Principal Sum
Insured Person:	An amount equal to one (1) to ten (10) times Base Annual Earnings, subject to a maximum of $1,000,000.
Spouse:	Option A: 100% of the Insured Person's Principal Sum Option B: 50% of the Insured Person's Principal Sum
Child	$10,000 for each Dependent Child

The Insured Person is the beneficiary for each of his or her Dependents.

Base Annual Earnings means base annual income received from the Policyholder exclusive of bonuses, overtime and any other extra or special compensation. If not employed for twelve (12) months, then average monthly base earnings for the period employed multiplied by twelve (12), exclusive of bonus, overtime and any other extra or special compensation.

With respect to employees paid on an hourly basis, base annual earnings means the hourly rate times the number of hours the employee works in his or her normal work week times fifty-two (52), but not to exceed a total of two thousand one hundred eighty-four (2,184) hours per year.

SECTION II - PREMIUM CALCULATIONS

The total premium for coverage is the sum of the amounts shown below.

Schedule of Premiums

Classification	Monthly Premium Rate Per $1,000 Of Principal Sum
Insured Person	$0.019
Spouse	$0.019
Each Child	Included in Insured Person Rate

The premium due on each date after the Policy Anniversary will be determined as provided above using rates in effect on such due date.

The rates may be changed:

(1) when the Policy is changed; or

(2) when there is a change in the makeup of the covered group.

The rates may also be changed as of the first of any calendar month after the first Policy Anniversary. This may not be done more often than once during any 12 month period.

SECTION III - DEFINITIONS

Injury

Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon acting within the scope of his or her license.

Exposure

Being exposed to the elements following the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Exposure will be deemed an accidental bodily injury.

Disappearance

Not finding the body within one year after the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Disappearance will be deemed accidental loss of life provided there has been a judicial determination of death.

Insured Person

The person described in Section I- Schedule of Benefits, Description of Class.

Loss of Use

The complete, total and irrecoverable loss of the use of an arm, leg, hearing, speech or sight.

Limb

An arm or leg.

Coma

Being in a state of complete mental unconsciousness without response to stimulation.

Comatose

Being in a coma.

Airworthiness Certificate

The "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States or its foreign equivalent.

Seat Belt

A properly installed seat belt, lap and shoulder restraint, child restraint or other restraint approved by the National Highway Traffic Safety Administration.

Supplemental Restraint System

An original factory installed air bag designed to inflate on impact for added protection to the head and chest areas.

Licensed Child Care Center

Any state licensed facility, other than a family day care home, which provides non-medical care and supervision for children in a group setting less than 24 hours a day.

Dependent

An Insured Person's Spouse or Domestic Partner and dependent children within the specified age limits

Dependent will not include any person who is eligible for coverage as an Insured Person.

Spouse

The person to whom an Insured Person is legally married or the Domestic Partner of an Insured Person.

Domestic Partner

A person who meets the definition of Domestic Partner, as follows: Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and, at the time of filing, all of the following requirements are met:

(1) Both persons have a common residence.
(2) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
(3) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
(4) Both persons are at least 18 years of age.
(5) Either of the following:
    (a) Both persons are members of the same sex.
    (b) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.
(6) Both persons are capable of consenting to the domestic partnership.

As used above "have a common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.

SECTION IV - ELIGIBILITY AND TERMINATION OF COVERAGE

When Coverage Begins

An Insured Person will be covered on the first day of the month beginning with or after the date he or she completes the enrollment card, if the Insured Person has completed:

(a) a full day of Active Work on that date; or
(b) a full day of Active Work on the Insured Person's last regularly scheduled work day.

If an Insured Person does not meet the requirements of (a) and (b) above, the coverage will become effective on the date the Insured Person returns to Active Work.

When Coverage Ends

An Insured Person’s coverage will end on the sooner of:

(a) the date the Policy ends;
(b) the date ending the period for which an Insured Person’s last contribution is made; or
(c) the last day of the calendar month during which an Insured Person is no longer a member of the eligible Class.

Termination of coverage will not affect any claim for loss that begins before termination.

When Coverage For Dependents Begins

An Insured Person becomes eligible for Dependent coverage on:

(1) the date an Insured Person becomes eligible, if an Insured Person has an eligible Dependent at the time; or

(2) the date an Insured Person first acquires an eligible Dependent.

Dependents will be covered on the date an Insured Person becomes eligible for Dependent Coverage provided they are not then in the hospital.

If a Dependent is in the hospital, the coverage for that Dependent will become effective on the day following the date of discharge. A natural child born to an Insured Person or his or her spouse while covered for Dependents Coverage will be covered on the child's date of birth even though the child is in the hospital.

To cover any Dependent, an Insured Person must cover all eligible Dependents. The Policy does not permit selection of Dependents to be covered.

If an Insured Person is not covering Dependents, the Insured Person should notify the Policyholder when an eligible Dependent is acquired.

If an Insured Person is covering Dependents, the Insured Person should notify the Policyholder when an additional Dependent is acquired.

When Dependents' Coverage Ends

Dependents' coverage will end on the sooner of:

(a) the date ending the period for which the Insured Person's last contribution is made;

(b) the date an Insured Person's coverage ends; or

(c) the date a Dependent ceases to be an eligible Dependent, except as provided on the preceding page for a Dependent child with a mental or physical handicap.

Continuation of Coverage For Dependents of Deceased Insured Persons

If an Insured Person dies, while covered under the Policy, the coverage may be continued on the Insured Person's Dependents (if covered under the Policy), until the sooner of:

(i) 12 months from the Insured Person's death;
(ii) remarriage of the spouse;
(iii) the date the Dependent ceases to be eligible as a Dependent; or
(iv) the date the Policy ceases.

Accidental Death and Loss of Use Benefit

The Company will pay a benefit for loss due to Injury caused by an accident to an Insured Person or Dependent as shown in the table below. The loss must occur within 365 days after the date of the accident. The Insured Person or Dependent must be covered under the Policy on the date of the accident.

The benefit is called the Principal Sum and it is shown in the Schedule of Benefits.

The benefit for the Insured Person's loss of life will be paid to the named beneficiary. All other benefits will be paid to the Insured Person.

Table of Losses:

For Loss of:

Life	The Principal Sum
Sight of Both Eyes	100% of The Principal Sum
Speech and Hearing of Both Ears	100% of The Principal Sum
Both Hands or Both Feet	100% of The Principal Sum
One Hand and One Foot	100% of The Principal Sum
Loss of Use of Four Limbs	100% of The Principal Sum
Loss of Use of Three Limbs	85% of The Principal Sum
Loss of Use of Two Limbs	75% of The Principal Sum
Loss of Use of One Limb	50% of The Principal Sum
Either Hand or Foot	50% of The Principal Sum
Sight of One Eye	50% of The Principal Sum
Speech or Hearing of Both Ears	50% of The Principal Sum
Hearing of One Ear	25% of The Principal Sum
Thumb and Index Finger of Same Hand	25% of The Principal Sum

Maximum - All Losses - Any One Accident ..... 100% of The Principal Sum

Loss shall mean the:

(i) complete, total and irrecoverable loss of use of a hand at or above the wrist;
(ii) complete, total and irrecoverable loss of use of a foot at or above the ankle joint;
(iii) complete, total and irrecoverable loss of use of a limb at or above the elbow or knee;
(iv) complete, total and irrecoverable loss of the sight of an eye;
(v) complete, total and irrecoverable loss of speech;
(vi) complete, total and irrecoverable loss of hearing; or
(vii) complete, total and irrecoverable loss of thumb and index finger at or above the knuckles.

Accidental Death and Loss of Use Benefit

Enhanced Benefit Provision for Dependent Children

The Company will pay a benefit for loss due to Injury caused by an accident to a Dependent Child as shown in the table below. The loss must occur within 365 days after the date of the accident. The Dependent Child must be covered under the Policy on the date of the accident.

The benefit is called the Principal Sum and it is shown in the Schedule of Benefits.

All benefits will be paid to the Insured Person.

Table of Losses:

For Loss of:

Life	The Principal Sum
Sight of Both Eyes	200% of The Principal Sum
Speech and Hearing of Both Ears	200% of The Principal Sum
Both Hands or Both Feet	200% of The Principal Sum
One Hand and One Foot	200% of The Principal Sum
Loss of Use of Four Limbs	200% of The Principal Sum
Loss of Use of Three Limbs	170% of The Principal Sum
Loss of Use of Two Limbs	150% of The Principal Sum
Loss of Use of One Limb	100% of The Principal Sum
Either Hand or Foot	100% of The Principal Sum
Sight of One Eye	100% of The Principal Sum
Speech or Hearing of Both Ears	100% of The Principal Sum
Hearing of One Ear	50% of The Principal Sum
Thumb and Index Finger of Same Hand	50% of The Principal Sum

Maximum - All Losses - Any One Accident $20,000

Loss shall mean the:

(i) complete, total and irrecoverable loss of use of a hand at or above the wrist;
(ii) complete, total and irrecoverable loss of use of a foot at or above the ankle joint;
(iii) complete, total and irrecoverable loss of use of a limb at or above the elbow or knee;
(iii) complete, total and irrecoverable loss to the sight of an eye;
(iv) complete, total and irrecoverable loss of speech;
(v) complete, total and irrecoverable loss of hearing; or
(vi) complete, total and irrecoverable loss of use of thumb and index finger at or above the knuckles.

Rehabilitation Benefit

The Company will pay a benefit for loss due to Injury caused by an accident to an Insured Person or Dependent as shown below. The loss must occur within 365 days after the date of the accident. The Insured Person or Dependent must be covered under the Policy on the date of the accident.

The benefit shall be:

(i) equal to 5% of the portion of the Principal Sum for the loss sustained as shown in Section V, Table of Losses, subject to a minimum of $250 and a maximum of $500 per month; and
(ii) paid for 12 months.

In order for benefits to be paid, the Insured Person or Dependent must be receiving rehabilitation therapy from an accredited therapist as the result of the accident. The Insured Person or Dependent must continue to undergo rehabilitation therapy for benefits to be paid.

Coma Benefit

If Injury caused by an accident results in an Insured Person or Dependent being in a coma for at least 60 consecutive days, the Company will pay a benefit to the Insured Person or Dependent. The Insured Person or Dependent must be covered under the Policy on the date of such accident. The coma must occur within 31 days after the date of such accident. The coma must result from accidental bodily injury which is direct and independent of any other cause.

The benefit will be:

(i) equal to 5% of the applicable Principal Sum, subject to a minimum of $100 and a maximum of $2,000 per month; and
(ii) paid for 12 months.

The first benefit will be paid on the date the Company receives proof that the Insured Person or Dependent is in a coma which:

(a) resulted from accidental bodily Injury direct and independent of any other cause;

(b) requires treatment by a licensed physician or surgeon acting within the scope of his or her license;

(c) requires that the Insured Person or Dependent is hospital confined; and

(d) the coma has lasted for at least 60 consecutive days.

The benefit will end when the comatose condition ceases, whether by death, recovery or any other change of such condition.

The Monthly Coma Benefit will be paid in accordance with Section VII, Claim Payments, Payment of Claims, of the Plan.

Private Passenger Automobile Seat Belt Benefit

The Company will pay an additional benefit of 10% of the applicable Principal Sum, subject to a minimum of $500 and a maximum of $50,000, for loss due to Injury caused by an accident to an Insured Person or Dependent as described below.

The Insured Person and Dependent must be covered under the Policy on the date of such accident. The loss must occur within 365 days after the date of such accident.

Coverage will apply to an Injury sustained by an Insured Person or Dependent while operating or riding as a passenger in a private passenger automobile provided the Insured Person or Dependent was wearing a properly fastened seat belt at the time of the accident.

No benefit is payable if the operator of the automobile was under the influence of alcohol or drugs.

Seat Belt usage must be verified by:

(i) a doctor;
(ii) a coroner;
(iii) a police officer; or
(iv) any other person of competent authority.

Private Passenger Automobile Air Bag Benefit

The Company will pay an additional benefit of 5% of the applicable Principal Sum, subject to a minimum of $250 and a maximum of $20,000, for loss due to Injury caused by an accident to an Insured Person or Dependent as described below.

The Insured Person and Dependent must be covered under the Policy on the date of such accident. The loss must occur within 365 days after the date of such accident.

Coverage will apply to an Injury sustained by an Insured Person or Dependent while operating or riding as a passenger in a private passenger automobile provided the Insured Person or Dependent was:

(i) wearing a properly fastened seat belt at the time of the accident; and

(ii) positioned in a seat protected by a properly functioning original factory installed Supplemental Restraint System that deploys on impact.

No benefit is payable if the operator of the automobile was under the influence of alcohol or drugs.

Seat Belt and Supplemental Restraint System usage must be verified by:

(i) a doctor;
(ii) a coroner;
(iii) a police officer; or
(iv) any other person of competent authority.

Criminal Assault Benefit

The Company will pay an additional benefit of 10% of the applicable Principal Sum, subject to a minimum of $500 and a maximum of $50,000, for loss due to Injury caused by an accident to an Insured Person or Dependent as described below.

The Insured Person and Dependent must be covered under the Policy on the date of such accident. The loss must occur within 365 days after the date of such accident.

Coverage will apply to an Injury sustained by an Insured Person or Dependent as a result of a violent criminal act committed by a person or persons.

Exclusion

Coverage does not apply to any Injury sustained from the Insured Person's or Dependent's own criminal act or any attempted criminal act.

War Risk Benefit

Coverage will apply to an Injury caused by an accident sustained by an Insured Person or Dependent when caused by or resulting from war or any act of war occurring within the following designated area:

Worldwide, excluding:

1) the United States of America; and
2) the Insured Person's country of permanent residence

Item (e) under General Exclusions in Section VI, Policy Provisions, will not apply to this Benefit.

The Insured Person or Dependent must be covered under the Policy on the date of such accident. The loss must occur within 365 days after the date of such accident.

SECTION V - BENEFIT PROVISION

Accidental Permanent Disfigurement Benefit

The Company will pay a benefit for loss, as defined below, due to an Injury caused by an accident to an Insured Person or Dependent as shown below. The loss must occur within 90 days after the date of the accident. The Insured Person or Dependent must be covered under the Policy on the date of the accident.

The benefit shall be equal to 10% of the Principal Sum subject to a maximum of $25,000 for a disfigurement covering more than 25% of the Insured Person's body surface.

The benefit will be paid to the Insured Person.

Definition

Loss means any permanent disfigurement resulting from accidental bodily Injury which cannot be corrected by cosmetic surgery or by any other reasonable means as established by a competent licensed cosmetic surgeon acting within the scope of his or her license.

Therapeutic Counseling Benefit

If, due to an Injury caused by an accident, an Insured Person or Dependent requires Therapeutic Counseling, the Company will pay a benefit as shown below.

The Insured Person or Dependent must be covered under the Policy on the date of the accident.

The Therapeutic Counseling must commence within 90 days after the date of the accident.

The benefit shall be:

(i) an amount equal to 5% of the Insured Person's or Dependent's Principal Sum, subject to a minimum of $250 and a maximum of $500 per month; and
(ii) payable for 12 months.

In order for benefits to be paid, the Insured Person or Dependent must be receiving Therapeutic Counseling from an accredited and state licensed therapist, psychiatrist or psychologist. The Insured Person or Dependent must continue to undergo Therapeutic Counseling for benefits to be paid.

Therapeutic Counseling Care means that the Insured Person or Dependent is under the care of a licensed physician acting within the scope of his or her license and upon the recommendation of such physician, the Insured Person or Dependent is receiving counseling from an accredited and state licensed therapist, psychiatrist or psychologist.

Adaptive Home and Vehicle Benefit

If, due to an Injury caused by an accident, an Insured Person or Dependent incurs expenses for alterations to his or her principal residence or personal private automobile as a result of such Injury the Company will pay a benefit as shown below.

The Insured Person or Dependent must be covered under the Policy on the date of the accident.

The alterations to the Insured Person's principal residence or personal private automobile must commence within 90 days after the date of the accident.

The benefit shall be an amount equal to 5% of the Insured Person's or Dependent's Principal Sum, subject to a minimum of $250 and a maximum of $10,000.

Eligible expenses are those expenses required to make the Insured Person's:

(i) principal residence accessible to the Insured Person or Dependent; or

(ii) personal private automobile to allow the Insured Person or Dependent to operate or ride as a passenger in such automobile.

Funeral Expense Benefit

The Company will pay a benefit, as shown below, for loss of life due to Injury caused by an accident to an Insured Person or Dependent. The loss must occur within 365 days after the date of the accident. The Insured Person or Dependent must be covered under the Policy on the date of the accident.

The benefit will be the lesser of:

(1) the reasonable burial expenses incurred to inter the Insured Person or Dependent. Such expenses include, but are not limited to, embalming, cremation, coffin, gravestone and professional services of a licensed mortician or funeral director; or

(2) $5,000.

SECTION VI - POLICY PROVISIONS

Beneficiary

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received.

If an Insured Person names more than one beneficiary, they will share equally unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, the beneficiary's share will be paid equally to the surviving beneficiaries, unless the Insured Person states otherwise. Any amount for which a beneficiary is not named will be paid to the Insured Person's estate.

General Exclusions

Benefits are not paid for any loss caused by or resulting from:

(a) suicide or self-inflicted Injury, whether sane or not (in Missouri, while sane);
(b) bacterial infections, except those which occur with a cut or wound at the time of the accident;
(c) any kind of disease;
(d) medical or surgical treatment (except surgical treatment required by the accident);
(e) war or any act of war;
(f) Injury sustained while riding in, boarding or alighting from any aircraft, unless riding as a passenger (but not as a pilot, operator or member of the crew, unless a specific written agreement has been obtained from the Company) in or on:
    (1) any civilian licensed aircraft operated by a licensed pilot; or
    (2) any transport type aircraft operated by the Military Airlift Command of the United States or the similar service of any recognized country.
(g) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority except while on temporary domestic National Guard or Reserve duty for less than 90 days;
(h) Injury sustained while an Insured Person is riding in, boarding or alighting from an aircraft owned or leased, by or on the behalf of the Policyholder, unless a specific written agreement has been obtained from the Company;
(i) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
(j) committing or attempting to commit a felony; and
(k) operating any vehicle with a blood alcohol level greater than the legal limit.

SECTION VII - CLAIM PAYMENTS

Notice of Claim

Written notice of a claim must be given within 20 days after the loss, or as soon as possible. The notice must be given to the Company or an authorized agent with information identifying the Insured Person.

Claim Forms

When a notice of claim is received, the Company will provide claim forms for the filing of proofs of loss. If such forms are not sent within 15 days, an Insured Person will have met the proof of loss requirement if he or she gives the Company a written statement of the nature and extent of the loss within the time fixed in this Policy.

Proofs of Loss

Due written proof must be given to the Company within 90 days after the date of loss. However, a claim will still be considered if it was not possible to furnish due written proof within this time and the proof was furnished as soon as possible. Except in the absence of legal capacity, in no event will a loss be considered if due written proof for that loss is furnished more than 2 years after the date the loss was incurred.

Time of Payment of Claims

All benefits provided by the Policy will be paid upon receipt of due written proof of loss.

Payment of Claims

Any benefits paid for loss of life will be paid as follows:

(1) to the beneficiary or beneficiaries designated in writing by the Insured Person, otherwise;
(2) to the Insured Person’s surviving Spouse, otherwise;
(3) to the Insured Person’s surviving child or children, in equal shares, otherwise;
(4) to the Insured Person’s parents in equal shares, or the surviving parent, otherwise
(5) to the Insured Person’s surviving brothers and sisters in equal shares, or the survivors of them, otherwise;
(6) to the Insured Person’s estate.

All other benefits will be paid to the Insured Person, if living, otherwise to the Insured Person's Estate. The Company will be discharged to the extent of any such payment made in good faith.

Physical Examination and Autopsy

The Company will have the right to examine any person as often as it may require and to perform an autopsy where not forbidden by law. This will be at the expense of the Company.

Legal Actions

No action may be brought to recover under the Policy until 60 days after proof of loss has been given. No action can be brought after 3 years from the date due written proof of loss was required to be furnished.

SECTION VIII - PREMIUMS

Premium Payments

The first premium for coverage under the Policy is due on the effective date. After that, premiums are due the first day of each month that the Policy remains in effect.

Premiums can be paid to the Company's Home Office, or to an authorized agent of the Company. Each premium paid continues the Policy in force until the next premium due date, except as shown under Grace Period.

When asked, the Company will consider changing the way in which premium payments are made.

Aggregate Premium Calculations

The total premium due on any due date is the sum of the amounts determined under Premium Calculations on a preceding page.

Grace Period

A period of 45 days, without interest, is allowed for paying any premium other than the first one. The Policy will remain in force during the Grace Period, unless the Company has been advised in writing that the Policy is to cease prior to the end of the Grace Period. If any premium is not paid before the Grace Period ends, the Policy will cease. However, the Policyholder will be liable for all premiums not paid. In addition, a pro rata premium will be due for the time the Policy was in force during the Grace Period.

SECTION IX - TERMINATION OF THE POLICY

The Policy will cease if the Policyholder fails to pay the premium before the end of the Grace Period.

After the end of the First Policy year, the Company or the Policyholder has the right to cancel the Policy on the day prior to the date any premium is due by giving 31 days written notice.

SECTION X - GENERAL PROVISIONS

Entire Contract

(1) the Policy; and
(2) the attached Policyholder's Request; if any
(3) the enrollment forms of the Insured Persons.

All statements made by the Policyholder or by the Insured Persons are true and complete to the best of the knowledge and belief of the persons making them. No statement will be used in any contest unless:

(a) the statement is in writing; and
(b) a copy of the statement is given to the Insured Person or to his or her beneficiary.

Agreements

All agreements made by the Company must be signed by an executive officer. No agent may modify or waive any of the terms of the Policy. An endorsement or amendment changing this Policy must be signed by an executive officer of the Company.

Incontestability

There will be no contest of the Policy, except for failure to pay the premium, after it has been in force for 2 years from its date of issue. There will be no contest of an Insured Person's coverage after it has been in force, during the lifetime of the Insured Person, for 2 years from the date of coverage.

Data Required

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Policy.

Clerical Error

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made. However, such adjustment will not be made beyond the preceding renewal date of the Policy.

Individual Certificates

The Company, if required by law, will give the Policyholder a certificate for each Insured Person. The certificate will set forth:

(1) the Insured Person's coverage;
(2) to whom benefits will be paid; and
(3) the rights and privileges under the Policy.

Subsidiary and Affiliated Companies

The Policyholder may act for and on behalf of the companies shown in the Request For Group Insurance in all matters pertaining to the Policy. Any Insured Person of a company shown in the Request For Group Insurance will also be considered as an Insured Person of the Policyholder under the Policy.

SECTION XI- THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)
STATEMENT OF RIGHTS AND INFORMATION

How to File a Claim

If you should suffer a loss covered by the Policy, either you or your beneficiary should contact the Plan Administrator to obtain claim forms. Read the instructions on these forms carefully. Be sure that all the questions are answered. Remember to include any required attachments when you return the completed forms. After your claim has been processed by Gerber Life Insurance Company or its designated claims administrator, you will be notified in writing if any additional information is required, or if any benefits are denied in whole or in part.

Responsibilities of the ERISA Fiduciaries

1. The Plan Administrator

The Plan Administrator administers the Plan.

2. The Claims Administrator

Gerber Life Insurance Company ("Gerber") is the claims administrator. Gerber may designate another entity to serve as claims administrator. Gerber and its designated claims administrator administer benefits in accordance with the terms of the Policy and the Plan. Gerber and its designated claims administrator have the full discretionary authority to interpret the terms and provisions of the Plan and the Policy, and to determine all questions relating to Plan benefits, including but not limited to eligibility for such benefits. Any interpretation or determination made by Gerber or its designated claims administrator pursuant to such discretionary authority shall be given full force and effect, and shall be conclusive and binding on all parties, unless it can be shown that the determination was arbitrary and capricious.

Your Right to Appeal

If you have any questions about a claim payment, call or write to: Gerber Life Insurance Company c/o A.C. Newman & Company, 7060 North Marks Avenue, Suite 108, Fresno, CA 93711-0269; Phone: (559) 252-2525; Fax: (559) 252-1515. A.C. Newman & Company ("Newman") is Gerber's designated claim administrator. If your claim has been denied in whole or in part and you do not agree and want to appeal, you must write, within 60 days, to Gerber at such address. Your appeal will be reviewed by Gerber or Newman, and a final decision will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. The party hearing the appeal (either Gerber or Newman) has full discretionary authority to interpret the terms and provisions of the Plan and the Policy and to determine eligibility for benefits. Any interpretation or determination made by such party pursuant to such discretionary authority shall be given full force and effect, and shall be conclusive and binding on all parties, unless it can be shown that the determination was arbitrary and capricious. You will be notified of the final decision within 60 days after the date of your appeal, unless there are special circumstances in which case you will be notified within 120 days.

Name of Plan

Group Accident Insurance Plan for employees of California Resources Corporation.

Plan Administrator

CRC Services, LLC
10889 Wilshire Boulevard
Los Angeles, California 90024

Plan Sponsor

CRC Services, LLC
10889 Wilshire Boulevard
Los Angeles, California 90024

Plan Identification

Employer Identification Number:	46-5676989
Plan Number:	505

Type of Administration

Contract administration. All benefits provided by Policy Number PAI-124075 issued to the Plan Sponsor by Gerber Life Insurance Company. You may inspect the Plan and the annual report filed with the U.S. Department of Labor at the Corporate Office of California Resources Corporation or your local personnel office. Upon written request, copies can be obtained at a reasonable cost.

Funding

All payments to support the Plan are made by the employees of California Resources Corporation.

End of Plan Year

December 31st.

Designated Agent for Service of Legal Process

Legal process may be made upon the Plan Administrator at the address above.

Your ERISA Rights

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

The right is reserved in the Plan for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the Plan, covering any active employee, or current retiree or future retiree, in whole or in part at any time. Any such change or termination in benefits: (i) will be based solely on the decision of the Plan Sponsor; and (ii) may apply to all active employees, current retirees or future retirees, as either separate groups or as one group. This is subject to the applicable provisions of the Plan.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

AMENDMENT

Number 1 to Group Policy Number PAI-124075 (Herein called the Policy)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Policy is amended, as shown below, effective January 1, 2016

The Definition of Injury is amended to include any Injury caused by an accident to an Insured Person or Dependent anywhere in the world while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from, or by being stuck or run down by:

Year	Make	Model	FAA Number	Serial Number	Passenger Seats	Crew Seats
	Gulfstream	200	N749QS		17	2

which is owned, leased or operated by or on the behalf of the Policyholder, provided the aircraft has a current and valid Airworthiness Certificate and is being piloted by:

> properly licensed and qualified pilots holding current and valid certificates authorizing them to operate such aircraft

Item (h) under the heading Exclusions in Section VI, Policy Provisions, is void.

The Principal Sum shall not exceed $1,000,000.

Newly Acquired Aircraft: Coverage under the Plan will apply to any newly acquired aircraft from the date that such aircraft is delivered to the Policyholder, provided:

(1) the Policyholder notifies the Company of such acquisition within 365 days of delivery; and
(2) any additional premium required for such coverage is paid.

The Company will not be liable for any claim for loss involving a newly acquired aircraft if any required additional premium has not been paid.

The term "newly acquired aircraft" means an aircraft:

(a) certified "NC" or "N Standard" by the Federal Aviation Agency of the United States or its foreign equivalent;
(b) purchased or leased for a period of more than 5 days by the Policyholder; and
(c) in addition to, or in place of, any aircraft previously owned or leased by the Policyholder.

Substitute Aircraft: When a Policyholder owned or leased aircraft covered under this Plan is withdrawn from use because of breakdown, repair, servicing, loss or destruction, coverage under this Plan with respect to such aircraft will apply to any other like aircraft not owned or leased by the Policyholder used as a temporary substitute. The substitute aircraft must be:

(i) certified “NC” or “N Standard” by the Federal Aviation Agency of the United States or its foreign equivalent; and
(ii) operated by a properly qualified and licensed pilot authorized to pilot such aircraft.

AMENDMENT (continued)

Number 1 to Group Policy Number PAI-124075 (Herein called the Policy)

Any Insured Person who is not Actively at Work, as defined in the Policy, on the date any increased benefits provided in this amendment would otherwise become effective, will become covered for such increased benefits on the first day after he or she returns to Active Work.

Payment of the premium for the coverage provided by the Policy, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Policy. It will not alter or affect any of the Terms of the Policy other than as state above.

Dated this 23rd day of December, 2015.

GERBER LIFE INSURANCE COMPANY

President

CONVERSION AMENDMENT

Number 2 to Group Policy Number PAI-124075 (Herein called the Policy)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Policy is amended, as shown below, effective January 1, 2016

If an Insured Person's coverage under the Policy ceases because: (a) employment ceases; or (b) membership in the eligible class ceases, the Insured Person may apply for a conversion policy providing Accidental Death or Accidental Death and Dismemberment Insurance for which he or she was covered under the Policy.

The policy can be on any form then in use by the Company.

The Insured Person's Spouse and any Dependent children who are covered under the Policy may also apply for the conversion policy if: (a) the Insured Person dies; or (b) the Insured Person's marriage ends.

The same right will apply to a Dependent child who is covered under the Policy when he or she: (a) marries; or (b) reaches the age limit for coverage under the Policy.

The converted policy will be limited to the lesser of: (a) the amount of Principal Sum the Insured Person or Dependents had under the Policy; or (b) $250,000 for the Insured Person; $250,000 for the Spouse; and $10,000 for each Dependent child.

The premium for the policy will be based on: (a) age; (b) class of risk; and (c) form and amount of policy.

The Insured Person or Dependent must: (i) apply for the policy; and (ii) pay the first premium for the conversion policy, within 31 days after the Policy ceases.

If issued, the Policy will go into effect on the later of: (i) the day following the date coverage under the Policy ceases; or (ii) the date Company receives the conversion application and premium payment.

No medical exam will be required.

Any Insured Person who is not Actively at Work, as defined in the Policy, on the date any increased benefits provided in this amendment would otherwise become effective, will become covered for such increased benefits on the first day after he or she returns to Active Work.

This amendment will be attached to and form a part of the Policy. It will not alter or affect any of the Terms of the Policy other than as stated above.

Dated this 23rd day of December, 2015.

GERBER LIFE INSURANCE COMPANY

President

AMENDMENT

Number 3 to Group Policy Number PAI-124075 (Herein called the Policy)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Policy is amended, as shown below, effective January 1, 2016

Child Care Center Benefit
If, due to Injury caused by an accident, an Insured Person or enrolled Spouse loses his or her life as a result of such accident, the Company will pay a benefit to each of his or her Dependent children. The Insured Person or enrolled Spouse must be covered under the Policy on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be equal to the lesser of:

(i) actual annual cost charged by the licensed child care center;
(ii) 5% of the Insured Person's or Spouse's Principal Sum; or
(iii) $5,000 per year.

The benefit will be paid for 4 consecutive years.

The first benefit will be paid on the later of:

(i) the date the benefit for accidental loss of life is paid; or
(ii) the date the Company receives proof that the Dependent child is attending a licensed child care center on a full-time basis.

Additional annual payments will be paid on the date that the Company receives proof that the Dependent child is attending a licensed child care center on a full-time basis.

The benefit shall be paid for each Dependent child who, on the date of such accident, was:

(i) less than 13 years of age;
(ii) attending a licensed child care center on a full-time basis; or
(ii) enrolls, within 365 days after the date of such accident, in a licensed child care center on a full-time basis.

The Dependent child must continue to enroll and attend a licensed child care center on a full-time basis for the benefits to be paid.

Any Insured Person who is not Actively at Work, as defined in the Policy, on the date any increased benefits provided in this amendment would otherwise become effective, will become covered for such increased benefits on the first day after he or she returns to Active Work.

Payment of the premium for the coverage provided by the Policy, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Policy. It will not alter or affect any of the terms of the Policy other than as stated above.

Dated this 23rd day of December, 2015

GERBER LIFE INSURANCE COMPANY

President

AMENDMENT

Number 4 to Group Policy Number PAI-124075 (Herein called the Policy)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Policy is amended, as shown below, effective January 1, 2016

College Education Benefit
If, due to Injury caused by an accident, an Insured Person or enrolled Spouse loses his or her life as a result of such accident, the Company will pay a benefit to each of his or her Dependent children. The Insured Person or enrolled Spouse must be covered under the Policy on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be equal to the lesser of:

(i) actual annual tuition charged by the licensed or accredited school;
(ii) 5% of the Insured Person's or Spouse's Principal Sum; or
(iii) $5,000 per year.

The benefit will be paid for 4 consecutive years.

The first benefit will be paid on the later of:

(i) the date the benefit for accidental loss of life is paid; or
(ii) the date the Company receives proof that the Dependent child is attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

Additional annual payments will be paid on the date that the Company receives proof that the Dependent child is attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

The benefit shall be paid for each Dependent child who, on the date of such accident, was:

(i) attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis; or
(ii) at the 12th grade level and enrolls, within 365 days after the date of such accident, in a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

The Dependent child must continue to enroll and attend a licensed or accredited school (beyond the 12th grade level) for the benefit to be paid.

Any Insured Person who is not Actively at Work, as defined in the Policy, on the date any increased benefits provided in this amendment would otherwise become effective, will become covered for such increased benefits on the first day after he or she returns to Active Work.

Payment of the premium for the coverage provided by the Policy, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Policy. It will not alter or affect any of the terms of the Policy other than as stated above.

Dated this 18th day of December, 2015

GERBER LIFE INSURANCE COMPANY

President

AMENDMENT

Number 5 to Group Policy Number PAI-124075 (Herein called the Policy)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Policy is amended, as shown below, effective January 1, 2016

Spouse Training Benefit
If, due to Injury caused by an accident, an Insured Person loses his or her life as a result of such accident, the Company will pay a benefit to the Insured Person's eligible Spouse. The Insured Person must be covered under the Policy on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be equal to the lesser of:

(i) actual annual tuition charged by the school of higher education or vocational training ;
(ii) 5% of the Insured Person's Principal Sum; or
(iii) $5,000 per year.

The benefit will be paid for 4 consecutive years.

In order for benefits to be paid the Dependent Spouse must:

(i) not be employed in an income producing occupation on the date of such accident;
(ii) and as a result of such accident, seek full-time employment within 365 days after the date of such accident; and
(iii) enroll as a full-time student in a school of higher education or vocational training for the purpose of preparing for full-time employment.

The benefit will be paid on the date the Company receives proof that the Dependent Spouse is attending a school of higher education or vocational training on a full-time basis.

Any Insured Person who is not Actively at Work, as defined in the Policy, on the date any increased benefits provided in this amendment would otherwise become effective, will become covered for such increased benefits on the first day after he or she returns to Active Work.

Payment of the premium for the coverage provided by the Policy, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Policy. It will not alter or affect any of the terms of the Policy other than as stated above.

Dated this 23rd day of December, 2015.

GERBER LIFE INSURANCE COMPANY

President

AMENDMENT

Number 6 to Group Policy Number PAI-124075 (Herein called the Policy)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Policy is amended, as shown below, effective January 1, 2016

It is understood and agreed that Section II – Premium Calculations, is amended to include the following:

1. With respect to employee population, a change in the makeup of the covered group will be considered a decrease in employee population of more than 25%.

2. Renewal rates will be provided by the Company 180 days in advance of the Anniversary Date, provided the required information is supplied by the Policyholder 210 days in advance of the Anniversary Date.

It is further understood and agreed that Section III – Definitions, is amended as follows:

Children

The Insured Person's biological children, legally adopted children, children placed with the Insured Person for adoption prior to legal adoption, stepchildren, Domestic Partner's children and foster children. Children must be under age 26, or unable to earn a living due to a disability and dependent upon the Insured Person for support and maintenance.

Domestic Partner

Domestic Partner means either (1) or (2) below:

1) a Registered Domestic Partner. Your Registered Domestic Partner means a person whose domestic partnership with you has been validly registered by the California Secretary of State; or a person with whom you have established a union other than marriage, recognized under California law as the equivalent of a Registered Domestic Partner.

2) a person of the same or opposite sex who:
    a. you report in an affidavit of domestic partnership satisfactory to us; and
    b. is an unmarried adult over the age of 18; and
    c. has lived with you for at least 6 consecutive months prior to the person's enrollment in the Program; and
    d. has a serious and committed relationship with you; and
    e. is not legally married nor a Domestic Partner to anyone else; and
    f. is financially interdependent with you; and
    g. is not otherwise a Dependent under the Policy.

Active Work

Performing an Insured Person's regular job duties for the Policyholder. Active Work can be at the Policyholder's place of business or any other place that the Policyholder's business requires the Insured Person to report. Policyholder-approved vacation is included as Active Work.

AMENDMENT (continued)

Number 6 to Group Policy Number PAI-124075 (Herein called the Policy)

It is also understood and agreed that Section IV – Eligibility and Termination of Coverage, When Coverage Begins, is amended to read as follows:

An Insured Person will be covered on the date he or she enrolls in the Policy, if the Insured Person has completed:

(a) a full day of Active Work on that date; or
(b) a full day of Active Work on the Insured Person's last regularly scheduled work day.

If an Insured Person does not meet the requirements of (a) and (b) above, the coverage will become effective on the date the Insured Person returns to Active Work.

It is also understood and agreed that Section IV – Eligibility and Termination of Coverage, When Coverage For Dependents Begins, is amended to read as follows:

An Insured Person becomes eligible for Dependent coverage on:

(1) the date an Insured Person becomes eligible, if an Insured Person has an eligible Dependent at the time; or

(2) the date an Insured Person first acquires an eligible Dependent.

Dependents will be covered on the date an Insured Person becomes eligible for Dependent Coverage provided they are not then in the hospital.

If a Dependent is in the hospital, the coverage for that Dependent will become effective on the day following the date of discharge. A natural child born to an Insured Person or his or her spouse while covered for Dependents Coverage will be covered on the child's date of birth even though the child is in the hospital.

It is also understood and agreed that Section VI – Policy Provisions, is amended to read as follows:

Beneficiary

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received.

If an Insured Person names more than one beneficiary, they will share equally unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, the beneficiary's share will be paid equally to the surviving beneficiaries, unless the Insured Person states otherwise.

AMENDMENT (continued)

Number 6 to Group Policy Number PAI-124075 (Herein called the Policy)

It is also understood and agreed that Section IX – Termination of the Policy is amended as follows:

> The Company has the right to cancel the Policy for any reason other than non-payment of premium by giving 180-day written notice. The Policyholder has the right to cancel the Policy for any reason by giving 31-day written notice.

Any Insured Person who is not Actively at Work, as defined in the Policy, on the date any increased benefits provided in this amendment would otherwise become effective, will become covered for such increased benefits on the first day after he or she returns to Active Work.

Payment of the premium for the coverage provided by the Policy, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Policy. It will not alter or affect any of the terms of the Policy other than as stated above.

Dated this 23rd day of December, 2015.

GERBER LIFE INSURANCE COMPANY

President

AMENDMENT

Number 7 to Group Policy Number PAI-124075 (Herein called the Policy)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Policy is amended, as shown below, effective January 1, 2016

Payment of loss for Benefits under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Any Insured Person who is not Actively at Work, as defined in the Policy, on the date any increased benefits provided in this amendment would otherwise become effective, will become covered for such increased benefits on the first day after he or she returns to Active Work.

Payment of the premium for the coverage provided by the Policy, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Policy. It will not alter or affect any of the terms of the Policy other than as stated above.

Dated this 23rd day of December, 2015.

GERBER LIFE INSURANCE COMPANY

President

IMPORTANT NOTICE REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

Your rights as a policyholder and payments to you, any insured or claimant, for loss under the policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under the presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or persons may enter into certain transactions in or connected to such designated "sanctioned" countries.
- OFAC maintains a directory known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website: http://www.ustreas.gov/offices/eotffc/ofac.

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you, any insured or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or "freeze" property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

POTENTIAL ACTIONS BY US

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See http://www.treas.gov/offices/enforcement/ofac/forms/license.pdf.

Brain Damage Benefit Amendment

Number 8 to Group Policy Number PAI-124075 (Herein called the Policy)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Policy is amended, as shown below, effective January 1, 2016

The Company will pay a benefit for loss due to an Injury caused by an accident to an Insured Person or Dependent if such Injury results in a traumatic brain Injury causing Brain Damage. The Brain Damage must occur within 60 days after the date of the accident and continue for 12 months. The Insured Person or Dependent must be covered under the Plan on the date of the accident.

The benefit will be equal to 50% of the Principal Sum, subject to a maximum of $50,000.

In no event will more than the Principal Sum shown in the Schedule of Benefits be paid for all losses resulting from any one Injury. The Principal Sum shown in the Schedule of Benefits will be reduced by any amount paid under the Brain Damage Benefit.

The first benefit will be paid on the date the Company receives proof that the Insured Person or Dependent has suffered Brain Damage which:

(a) resulted from accidental bodily Injury direct and independent of any other cause;
(b) requires treatment by a licensed doctor, acting within the scope of his or her license;
(c) a licensed doctor, acting within the scope of his or her license, certifies that the Brain Damage is permanent, total and irreversible at the end of 12 consecutive months, and the certification is deemed satisfactory to the Company;
(c) requires that the Insured Person or Dependent be confined to a hospital for at least 30 days following the accident; and
(d) has lasted for at least 12 consecutive months.

The benefit will end when the brain damage condition ceases, whether by death, recovery or any other change of such condition.

Brain Damage means a traumatic brain injury which causes the complete inability to perform 6 of the 6 Activities of Daily Living (ADL's), as defined below.

Activities of Daily Living (ADL's) mean:

1) Bathing – the ability to wash oneself either in the tub or shower or by sponge bath with or
without equipment or adaptive devices;

2) Dressing – the ability to put on and take off all garments and medically necessary braces, artificial limbs or other adaptive devices;

2) Toileting – the ability to get to and from and on and off the toilet, and to maintain a reasonable level of personal hygiene;

4) Transferring – the ability to move in and out of a chair, wheelchair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices;

Brain Damage Benefit Amendment (continued)

4) Eating – the ability to get nourishment into the body; and

6) Continence – the ability to either;

(a) voluntarily control bowel and bladder functions; or

(b) if incontinent, be able to maintain a reasonable level of personal hygiene, including caring for a catheter or colostomy bag.

A person is considered unable to perform an activity of daily living if the task cannot be performed safely without another person's assistance or regular supervision.

The Brain Damage Benefit will be paid in accordance with Section VII, Claim Payments, Payment of Claims, of the Plan.

This amendment will be attached to and form a part of the Policy. It will not alter or affect any of the Terms of the Policy other than as stated above.

Dated this 23rd day of December, 2015.

GERBER LIFE INSURANCE COMPANY

President

Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605

California Life and Health Insurance Guarantee Association Act Summary Document and Disclaimer

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact

California Life and Health Insurance Guarantee Association
P.O. Box 17319
Beverly Hills, CA 90209-3319
or
Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013

Following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guarantee Association if:

* Their insurer was not authorized to do business in this state when it issued the policy or contract;

* Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

* They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

* Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;

* Employer and association plans, to the extent they are self-funded or uninsured;
* Synthetic guaranteed interest contracts;

* Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

* Any policy of reinsurance unless an assumption certificate was issued;

* Interest rate yields that exceed an average rate;

* Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

LIFE AND ANNUITY BENEFITS

* 80% of what the life insurance company would owe under a life policy or annuity contract up to
* $100,000 in cash surrender values,
* $100,000 in present value of annuities, or
* $250,000 in life insurance death benefits.
* A maximum of $250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

HEALTH BENEFITS
* A maximum of $200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

AMENDMENT

Number 9 to Policy Number PAI-124075 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

It is understood and agreed that the Name and Address of the Policyholder is amended to read as follows:

CRC Services, LLC
9200 Oakdale Ave
Los Angeles, California 91311

It is further understood and agreed that Section II - Definitions is amended to read as follows:

Insured Person

The person who is insured under the Plan as described in Section I, Schedule of Benefits, Description of Class.

It is also understood and agreed that Section VII – Claim Payments, Payment of Claims is amended to read as follows:

Any benefits paid for loss of life will be paid as follows:

(1) to the beneficiary or beneficiaries designated in writing by the Insured Person otherwise;
(2) to the beneficiary or beneficiaries designated in writing by the Insured Person under the Group Life Insurance policy issued to the Policyholder, otherwise;
(3) to the Insured person's surviving spouse, otherwise;
(4) to the Insured Person's surviving child or children, in equal shares, otherwise;
(5) to the Insured person's parents in equal shares, or the surviving parent, otherwise;
(6) to the Insured person's surviving brothers and sisters in equal shares, or the survivors of them otherwise;
(7) to the Insured person's estate.

All other benefits will be paid to the Insured Person, if living, otherwise to his or her estate. The Company will be discharged to the extent of any such payment made in good faith.

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 25th day of April, 2016.

GERBER LIFE INSURANCE COMPANY

President