STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS, AND GEOTHERMAL RESOURCES

ORDER TO:
PLUG AND ABANDON WELLS,
DECOMMISSION ATTENDANT FACILITIES, AND
RESTORE WELL SITES

NO. 1117
Dated: May 15, 2017
Operator: Venoco, LLC [Venoco, Inc.] (V1150)

BY
Kenneth A. Harris Jr.
STATE OIL AND GAS SUPERVISOR

ORDER TO: PLUG AND ABANDON WELLS, NO. 1117
I. Introduction

The Division of Oil, Gas, and Geothermal Resources (Division) may order the plugging and abandonment of a well that it has determined, upon credible evidence, to be deserted whether or not any damage is occurring, or threatened, by reason of that deserted well. (Pub. Resources Code, § 3237.) Based on the Division’s records, Venoco, LLC (a.k.a. Venoco, Inc.; Division operator code V1150; Operator) is the current operator (as defined in Public Resources Code [PRC] section 3237, subdivision (c)(1)) responsible for the plugging and abandonment of wells (and all associated conductors) (the Wells), the decommissioning of the attendant production facilities (the Facilities), and restoration of the well site(s) located at, or near, 9865 W. Olympic Blvd., Beverly Hills, CA, 90212 (APN 4319-001-900). (See Attachment A, incorporated herein; the Wells and Facilities). And, herein, the State Oil and Gas Supervisor (Supervisor) is ordering Operator to do so. This is because the Division has determined, based on information and belief and the credible evidence detailed below, that Operator has deserted, or is about to desert, the Wells and Facilities.

Therefore, pursuant to PRC sections 3106, 3224, 3226, and 3237, and as set forth below, Supervisor is ordering Operator to plug and abandon the Wells and decommission the Facilities according to PRC sections 3208, 3228, 3229, and 3230, California Code of Regulations, title 14, (Regulations) sections 1722 through 1724.1, 1760, 1775, and 1776, and the conditions included in any permit the Division may issue pursuant to PRC section 3229 for the Wells.

II. Definitions

PRC section 3008, subdivision (a), defines “Well” to mean “any oil or gas well or well for the discovery of oil or gas; any well on lands producing or reasonably presumed to contain oil or gas,” among others.

PRC section 3009 defines “Operator” to mean “a person who, by virtue of ownership, or under the authority of a lease or any other agreement, has the right to drill, operate, maintain, or control a well or production facility.”

Regulations section 1760, subdivision (k), defines “Production facility” to mean “any equipment attendant to oil and gas production . . . including, but not limited to, tanks, flowlines,
headers, gathering lines, wellheads, heater treaters, pumps, valves, compressors, injection
equipment, production safety systems, separators, manifolds, and pipelines that are not under the
jurisdiction of the State Fire Marshal pursuant to Section 51010 of the Government Code,
excluding fire suppressant equipment.”

III. State Oil and Gas Supervisor Authority

PRC section 3106 authorizes the Supervisor to supervise the drilling, operation,
maintenance, and abandonment of oil and gas wells to “prevent, as far as possible, damage to
life, health, property, and natural resources; damage to underground oil and gas deposits from
infiltrating water and other causes; loss of oil, gas, or reservoir energy, and damage to
underground and surface waters suitable for irrigation or domestic purposes by the infiltration
of, or the addition of, detrimental substances.”

PRC section 3224 mandates that the Supervisor “order such tests or remedial work as in
his judgment are necessary to prevent damage to life, health, property, and natural resources; to
protect oil and gas deposits from damage by underground water; or to prevent the escape of
water into underground formations, or to prevent the infiltration of detrimental substances into
underground or surface water suitable for irrigation or domestic purposes, to the best interests of
the neighboring property owners and the public.”

PRC section 3226 authorizes the Supervisor, based on the Supervisor’s final or affirmed
order, to appoint agents who may enter the well premises and perform necessary remedial work
if the operator did not complete the remedial work as ordered. Any amount the Supervisor
expends to complete the necessary remedial work constitutes a lien against the operator’s real or
personal property according to PRC section 3423.

PRC section 3237 authorizes the Supervisor to “order the plugging and abandonment of
a well that has been deserted whether or not any damage is occurring or threatened by reason of
that deserted well.” The Supervisor or district deputy “shall determine from credible evidence
whether a well is deserted.”

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ORDER TO: PLUG AND ABANDON WELLS, NO. 1117
IV. **Credible Evidence of Desertion**

The Supervisor has determined that correspondence from, and about, Operator, from December 2016 to April 2017, concerning the termination of Operator’s lease for the site is credible evidence of desertion. Moreover, the evidence indicates that Operator intends to leave the **Wells and Facilities** without plugging and abandoning, decommissioning, or otherwise restoring the well sites. (See Attachment B, collectively [13 pages], incorporated herein; Pub. Resources Code, § 3237, subd. (a)(2).)

V. **Operator’s Required Actions**

For the reasons stated above, the Division has determined that the **Wells and Facilities** are deserted. Therefore, **IT IS HEREBY ORDERED**, that Operator plug and abandon the Wells and decommission the Facilities according to **PRC sections 3208, 3228, 3229, and 3230, Regulations sections 1722 through 1724.1, 1760, 1775, and 1776**, and the conditions included in any permit the Division may issue pursuant to **PRC section 3229** for the **Wells**.

VI. **Operator’s Appeal Rights**

**PRC section 3237, subdivision (b),** entitles an operator to appeal a Supervisor’s order to plug and abandon wells. A notice of appeal must be timely made, in writing, and filed with the Director. (See Public Resources Code beginning at PRC section 3350.) To file an appeal, a written notice of appeal may be mailed to the following address:

- Department of Conservation
- Director’s Office of Appeals
- 801 K Street, MS 24-03 (Legal Office)
- Sacramento, California 95814-3530

If Operator does not submit a timely written notice of appeal, this Order will become a final order and the Division may contract for performance of the work, pursuant to **PRC section 3226**, if, within 30 days of this Order, Operator has not, in good faith, commenced the work ordered. Any costs incurred by the Supervisor to obtain compliance with this Order will constitute a lien against Operator’s real or personal property per **PRC section 3423**.

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**ORDER TO: PLUG AND ABANDON WELLS, NO. 1117**
If Operator submits a timely written notice of appeal, it, and interested parties, will receive notice of the appeal hearing date, time, and place. Following the hearing, will receive a written decision that affirms, sets aside, or modifies the appealed order.

DATED: May 15, 2017

[Signature]

Kenneth A. Harris Jr.
State Oil and Gas Supervisor

Cert. mail rec. no.: 7015 0640 0001 8380 6416

ORDER TO: PLUG AND ABANDON WELLS, NO. 1117
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ATTACHMENT A
ATTACHMENT B
December 10, 2016

Via Email & US Mail

Mr. Steve Kessler, skessler@bhusd.org
Superintendent
Beverly Hills Unified School District
255 South Lasky Drive
Beverly Hills, CA 90212

Mr. Mahdi Aluzri, maluzri@beverlyhills.org
City Manager
City of Beverly Hills,
455 N. Rexford Drive
Beverly Hills, CA 90210

RE: BEVERLY HILLS OILFIELD
Los Angeles County, CA
Venoco, Inc. Oil Wellsite
AIR EMISSIONS - Decommissioning and Abandonment

Mr. Kessler and Mr. Aluzri:

As the end of Venoco, LLC’s (“Venoco”) oil and gas lease term with the Beverly Hills Unified School District and City of Beverly Hills approaches I wanted to open a dialogue regarding the first steps of the decommissioning process for Venoco’s Beverly Hills oil and gas wellsites (“Wellsite”). Venoco is committed to undertaking the decommissioning of our Beverly Hills Wellsite facilities in a responsible, transparent and timely manner that ensures compliance with all applicable laws and regulations and ensures the protection of the environment and the community. With this in mind, we wanted to use the time while we are waiting for the Governor’s Office of Planning & Research to determine the appropriate lead agency, as productively as possible to seek your feedback on a critical decision that needs to be made at the outset of the decommissioning process: how to manage the increase in well pressure that will result from ceasing production at the end of the year.

As you know, pursuant to our existing lease terms Venoco continues to produce oil and gas but must cease oil and gas production on December 31st. One of the consequences of stopping production is that until such time as Venoco receives regulatory permits from the appropriate agency(ies), gas pressure will continue to build up in the wells. For the safety of all personnel, plus the environment, this pressure must be ameliorated. There are three (3) options to do this: (1) allow for temporary contained production during this limited time period to ensure the maintenance of safe pressure levels; (2) vent gas directly to the environment; or (3) attempt to incinerate the gas using an onsite rental device. As explained below, after consultation with the South Coast Air Quality Management District (“SCAQMD”) and our environmental consultants, Venoco believes that the safest and
environmentally preferable alternative is to manage this pressure by allowing for temporary, limited production.

To be abundantly clear, our first and foremost concern is the health and safety of the residents of Beverly Hills and the protection of public health and the environment. Our goal in raising this issue with you is NOT an attempt to extend the term of the oil and gas lease, but rather to begin the decommissioning process in a collaborative manner that fosters open communication and ensures the City and the School District are aware of the risks of venting natural gas from the wells into the atmosphere before we move ahead with the project. As discussed in greater detail below, although existing SCAQMD rules allow venting of gas in connection with the abandonment of wells, we believe utilizing the existing gas, oil and water handling systems at the Beverly Hills wellsite is the safest and environmentally preferable alternative because it minimizes emissions of greenhouse and other gases into the local atmosphere. More specifically:

- Currently, while producing the oil and gas from the reservoir/Wellsite, all the natural gas is captured, stripped of its inerts/impurities, and transported to the nearby SoCal Gas meter for sales and public use. Until we receive final regulatory approvals to abandon the 19 wells, and the wells are actually plugged and abandoned, the continued (but temporary) flow of oil and gas will prevent any natural gas from being emitted into the atmosphere. If Venoco were to temporarily continue the flow of oil and gas, only until such time as regulatory approval is received, no venting of gas would be required, thus eliminating any “gas release” to the environment and community at large.

- To be clear, Venoco has approved permits in place with the SCAQMD wherein their rules allow venting gas for the purpose of well abandonment. So, effectively if and when the 19 wells stop producing and are shut-in, pressurized natural gas from the wells will need to be vented.

- Venoco is proud of its award-winning safety record. As a prudent oil and gas operator in the State of California, it is our policy to minimize and further avoid venting gas to the environment if at all possible.

- We want to emphasize that the purpose of this discussion is to ensure the City and School District are aware that without further action on your part, the consequence of ceasing production at the end of the year will be the ongoing emission of natural gas into the atmosphere until such time as Venoco receives its regulatory permits from the appropriate agency(ies). Given the environmental impacts of venting and likelihood of public concern from the local residential neighborhood, we believe it is incumbent on us to raise this issue with you now and get direction on how the City and the School District would like Venoco to proceed.

Venoco will continue to abide by the terms of our current lease agreement and is fully prepared to cease production and begin venting as appropriate following the end of the year. However, our hope is that following consideration of the impacts of venting described above, the City and the School District will come to the same conclusion as Venoco and determine that temporary, limited production is in the best interest of the community and the environment and is therefore the prudent path forward.
Should you have any comments or questions, my contact numbers are as follows, (805) 745-2145, (805) 701-5556. I look forward to discussing these issues with you further and moving our decommissioning forward as expeditiously as possible.

Sincerely,

Patrick T. Moran
Sr. Land Negotiator

c: William Ireland
   Haight, Brown & Bonesteel
   555 South Flower Street
   Forty-Fifth Floor
   Los Angeles, California 90071

   Honorable Mayor John Mirisch
   City of Beverly Hills
   455 N. Rexamford Drive
   Beverly Hills, CA 90210

   Larry Weiner
   City Attorney
   City of Beverly Hills
   455 N. Rexamford Drive
   Beverly Hills, CA 90210

   Wayne Nastri
   Executive Director
   South Coast Air Quality Management District
   21865 Copley Drive
   Diamond Bar, CA 91765

   Cathi Slaminski
   CEQA Unit-Sr. Environmental Scientist
   Division of Oil, Gas & Geothermal
   State of California
   801 "K" Street, MS 18-05
   Sacramento, CA 95814-3530

   Polly Towill
   Sheppard, Mullin, Richter & Hampton
   48th Floor
   333 South Hope Street
   Los Angeles, CA 90071-1448

   Cassie Gilson
   Sacramento Advocates
   1215 K Street, Suite 2030
   Sacramento, CA 95814

   Scott Morgan
   Governor's Office of Planning and Research
   State of California
   1400 Tenth Street
   Sacramento, CA 95814
April 21, 2017

VIA E-MAIL

Jason B. Hutt  
Bracewell  
2001 M Street NW, Suite 900  
Washington, D.C. 20036-3310  
email: jason.hutt@bracewelllaw.com

Robert G. Burns  
Bracewell  
1251 Avenue of the Americas, 49th Floor  
New York, New York 10020-1100  
email: robert.burns@bracewelllaw.com

Re: Venoco Oil Wells

Dear Gentlemen:

Thank you for meeting with us yesterday, April 20, 2017 to discuss Venoco’s status and plans. As we presume you understand, the District’s first priority is the safety of its students, its staff, and the residents of the communities around the Venoco oil well site. We are concerned that the safety of those persons is protected throughout the period of change that Venoco is currently undertaking.

I appreciate your clarifying the timetable that the District should not expect any changes in staffing or responsibilities at the Venoco oil well site before May 31, 2017. Hopefully we will have some common understanding before that date regarding future responsibilities.

We do have one area of disagreement that we wanted to clarify. We do not agree that Venoco’s right to possession or its responsibility for operation, maintenance, abandonment and restoration of the oil well site has ended. Venoco continues to have responsibilities under the lease until the restoration is completed. We do not see any need or requirement for any sort of holdover agreement between Venoco, as the Debtor in possession, and the District, as you suggested.

Finally, please have Venoco provide to us all information regarding any and all bonds or sureties which are potentially available for Venoco’s operations in Beverly Hills. Thank you.
If you have any questions, please let us know. If I am unavailable, please communicate with Eric Monzo of Morris James, or my partner, Greg Rolen.

Very truly yours,

William E. Ireland
Haight Brown & Bonesteel LLP

cc: Polly Towill
Greg Rolen
Eric Monzo
Jason B. Hutt
April 21, 2017
Page 3

bcc: Doug Candeub
April 21, 2017

VIA EMAIL: wireland@hbblaw.com

William Ireland, Esq.
Haight Brown & Bonesteel LLP
555 South Flower Street, 44th Floor
Los Angeles, California 90071

RE: Surface and Subsurface Oil and Gas Lease dated June 2, 1959, between the Beverly Hills Unified School District (the “District”) and Venoco LLC (as successor in interest to Alan Guiberson) (“Venoco”) (such lease, as subsequently amended and modified, the “Lease”)

Dear Mr. Ireland:

Thank you for meeting with Venoco and its representatives yesterday. While we regret the circumstances that necessitated the meeting, please be assured that Venoco remains committed to providing resources to assist with a smooth and orderly transition process in the time remaining before it formally winds up its business affairs through the pending bankruptcy process. This letter will serve as a follow up to several of the issues discussed at the meeting, particularly as it relates to support Venoco intends to provide the District in the coming weeks. It is Venoco’s express desire that this ongoing support will give the District ample time to explore its options and execute a plan for moving forward.

1. Continued Access and Services

The above-defined Lease for the Beverly Hills West field expired by its terms on December 31, 2016 (the “Expiration Date”). Pursuant to the terms of the Lease, as of the Expiration Date, Venoco’s right, title and interest in and to the property granted in the granting clauses of the Lease (the “Leased Premises”) also terminated, and Venoco no longer has any possessory interest in the Leased Premises.

To allow a brief period for the transition process outlined in our meeting, both Venoco and the District have a mutual interest in Venoco’s continued access to the Leased Premises to provide services related to the periodic monitoring and oversight of the shut-in wells and the provision of site security, consistent with past practice since the Expiration Date (the “Services”).

This letter is to confirm Venoco’s understanding that the District agrees to grant Venoco continued access to the Leased Premises until May 31, 2017 for the purpose of allowing Venoco to perform the Services. If Venoco’s understanding regarding continued access is inconsistent with that of District, please notify me as soon as possible.
2. Further Efforts

Venoco will agree to provide the Services at no cost to the District through May 31, 2017, provided that the District diligently pursues options for the ultimate transition of ongoing responsibility for the Leased Premises and pursues sources of funding that might be available to the District to help defray ongoing oversight costs, and ultimately the decommissioning of the Leased Premises. Potential sources of alternative funding would include the existing surety bonds or available funding from local or state programs.

a. Transition of Responsibility

As discussed, Venoco will be winding down its affairs over the next several months. When that process is complete, Venoco will no longer have any employees to conduct ongoing activities at the Leased Premises. Accordingly, it is critical the District expeditiously seek a third party contractor to assume this role. Venoco is aware of several third parties that could provide the basic monitoring and oversight services. If you would like recommendations for a qualified third party contractor, please let me know and I will arrange for Venoco to provide referrals. Venoco will also make itself available to assist the District with the technical aspects of any RFP the District may require in connection with retaining a third party contractor, as well as assisting with the transition.

To the extent the District has any interest in contracting with Venoco to provide Services for a brief period after May 31, 2017, Venoco would be willing to enter into a mutually agreeable Transition Services Agreement, whereby it would continue to provide agreed upon services at the Leased Premises for a defined period, at the cost and expense of the District. Based on Venoco’s current estimates, the actual expense of such services will be approximately $90,000 per month. The concept is similar to the agreement Venoco entered into with the California State Lands Commission prior to entering bankruptcy on April 17, 2017.

b. Alternative Funding Sources

The surety bond relating to the Lease and Leased Premises was issued by U.S. Specialty Insurance Company ("USSIC"). The contact information you requested for counsel for USSIC is as follows:
To the extent we can be helpful in any dialogue with counsel for the sureties, please let me know. Finally, as discussed, Venoco remains willing to work with the District to identify other funding sources that may be available from local or state governmental authorities.

3. Further Production of Beverly Hills West Field

Venoco understands the District has previously indicated it has no interest in resuming production on the Leased Premises. However, given the significant change in circumstances, Venoco would encourage the District to reconsider its position. Restarting production could offer at least two benefits to the District, each of which is discussed below.

First, restarting production would allow the District to defer the decommissioning process. Venoco believes oil could be produced at a profit to the District based on recent oil prices. Based on daily production of 250 barrels of oil and low decline rates, Venoco estimates that production could continue for up to 10 years with an additional 300,000 to 500,000 barrels of recoverable oil. Moreover, the actual amounts realized from production could be significantly larger than the simple royalty payments the District received under the Lease.

A second benefit is that profits from further production could be used, in part, to create a sinking fund to be allocated to future decommissioning at a time of the District’s choosing.
In sum, restarting production at the Leased Premises could significantly mitigate the consequences of Venoco's bankruptcy at a relatively minimal cost.

Given that production on the Leased Premises has only recently ceased, Venoco believes the cost and expense to restart production would be minimal. If the District wishes to further explore restarting production, Venoco would be amenable to providing technical and engineering support to assist the District with the process. Venoco would also be willing to explore some level of prefunding of the actual out of pocket costs and expenses relating to a restart, subject to a mutually agreeable reimbursement structure. Venoco would also be amenable to assisting the District in identifying a qualified operator to conduct production activities.

We look forward to a continuing dialogue with the District relating to the matters currently under discussion.

Sincerely,

[Signature]

Robert G. Burns

cc: Brian Donovan
    Bret Fernandes
    Jason Hutt
    Eric J. Monzo
    Patrick Moran
    Polly Towill
    Michael Wracher
April 28, 2017

**VIA EMAIL: wireland@hbblaw.com**

RE: Surface and Subsurface Oil and Gas Lease dated June 2, 1959, between the Beverly Hills Unified School District (the “District”) and Venoco LLC (as successor in interest to Alan Gulberson) (“Venoco”) (such lease, as subsequently amended and modified, the “Lease”)

William Ireland, Esq.
Haight Brown & Bonesteel LLP
555 South Flower Street, 44th Floor
Los Angeles, California 90071

Dear Mr. Ireland:

Shortly after transmitting our letter dated April 21, 2017, we received your letter of the same date. It is not clear to us whether your letter was in response to ours, or whether the correspondence was simply contemporaneous. Regardless, we appear to have reached sufficient agreement that Venoco has access to the premises described in the granting clause of the Lease (and, together with the related improvements, the “Leased Premises”) to continue to perform services related to the periodic monitoring and oversight of the shut-in wells and the provision of site security, consistent with past practice since the Lease expired on December 31, 2016 and applicable law (the “Services”) until May 31, 2017.

Venoco remains on target to wind down its affairs over the next several months. As discussed at the meeting and in my follow up correspondence dated April 21st, within a very short time, Venoco will no longer have any employees or contractors in Beverly Hills to conduct ongoing activities at the Leased Premises.

In order to assist the District with its effort to retain a third party independent contractor to conduct the various day-to-day services Venoco currently performs at the Leased Premises, we have gathered contact information for two contractors that Venoco believes have the requisite skills, experience and qualifications to replace Venoco.

Michelle Pasini
Interact
805-658-5600, ext. 229

Robert G. Burns
Partner
T: +1.212.508.6155  F: +1.800.404.3970
1251 Avenue of the Americas, 49th Floor, New York, New York 10020-1100
bob.burns@bracewell.com  bracewell.com

AUSTIN  CONNECTICUT  DALLAS  DUBAI  HOUSTON  LONDON  NEW YORK  SAN ANTONIO  SEATTLE  WASHINGTON, DC
BRACEWELL

William Ireland, Esq.
April 28, 2017
Page 2

Breitburn (a nearby operator)
Corporate Office: 213-225-5900

Also, Venoco has received a request from Ms. Latham for the well files and related information. We are in the process of reviewing the request and assembling the information.

If Venoco can be of further assistance with the District’s efforts to find a replacement contractor, please let me know and I can arrange to make the proper representatives of Venoco available. As a reminder, Venoco has agreed to remain on the Leased Premises to perform the Services through May 31, 2017. This should be more than sufficient time to locate a replacement contractor and arrange for a transition. Venoco will make representatives available to assist with the transition once a contractor has been identified and retained.

Sincerely,

Robert G. Burns
Partner

Attachments

cc: Brian Donovan
    Bret Fernandes
    Jason Hutt
    Eric J. Monzo
    Patrick Moran
    Polly Towill
    Michael Wracher
PROOF OF SERVICE BY CERTIFIED U.S. MAIL

1) I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.

2) My business address is: Department of Conservation, Division of Oil, Gas, and Geothermal Resources, Headquarters, 801 K Street, MS 18-05, Sacramento, CA 95814-3530

3) I served a copy of the following documents:
   ORDER TO: PLUG AND ABANDON WELLS, DECOMMISSION ATTENDANT FACILITIES, AND RESTORE WELL SITES
   ORDER NO. 1117
   by enclosing them in an envelope and placing the envelope for collection and mailing by certified U.S. mail on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

4) The envelope was addressed and mailed as follows:
   a. Name of person served:
      Mr. Larry Huskins, Agent
      Venoco, Inc.
   b. Address:
      6267 Carpinteria Avenue, Suite 100
      Carpinteria, CA 93013-2802
   c. Date mailed: MAY 15, 2017
   d. Place of mailing: Sacramento, California

5) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 15, 2017
Name: RACHAEL TADLOCK
Signature: