

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2020

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 1-9210

OCCIDENTAL PETROLEUM CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

95-4035997

(I.R.S. Employer
Identification No.)

5 Greenway Plaza, Suite 110

Houston, Texas 77046

(Address of principal executive offices) (Zip Code)

(713) 215-7000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.20 par value	OXY	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-Accelerated Filer ☐

Smaller Reporting Company ☐ Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☒ No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at April 3, 2020
Common Stock \$0.20 par value	900,018,184

OCCIDENTAL PETROLEUM CORPORATION AND SUBSIDIARIES

TABLE OF CONTENTS

PAGE

Part I		
Item 1.	Financial Statements (unaudited)	
	Consolidated Condensed Balance Sheets — March 31, 2020 and December 31, 2019	2
	Consolidated Condensed Statements of Operations — Three months ended March 31, 2020 and 2019	4
	Consolidated Condensed Statements of Comprehensive Income (Loss) — Three months ended March 31, 2020 and 2019	5
	Consolidated Condensed Statements of Cash Flows — Three months ended March 31, 2020 and 2019	6
	Consolidated Condensed Statements of Equity — Three months ended March 31, 2020 and 2019	7
	Notes to Consolidated Condensed Financial Statements	8
	Note 1—General	8
	Note 2—Accounting and Disclosure Changes	10
	Note 3—Dispositions and Other Transactions	10
	Note 4—Revenue	12
	Note 5—Inventory	14
	Note 6—Derivatives	14
	Note 7—Fair-Value Measurements	19
	Note 8—Long-Term Debt	20
	Note 9—Lease Commitments	21
	Note 10—Lawsuits, Claims, Commitments and Contingencies	23
	Note 11—Environmental Liabilities and Expenditures	24
	Note 12—Retirement and Postretirement Benefit Plans	26
	Note 13—Earnings per Share and Stockholders' Equity	26
	Note 14—Industry Segments	27
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	28
	Cautionary Statement Regarding Forward-Looking Statements	29
	Current Business Outlook	30
	Consolidated Results of Operations	33
	Segment Results of Operations and Items Affecting Comparability	34
	Income Taxes	38
	Liquidity and Capital Resources	39
	Environmental Liabilities and Expenditures	39
	Lawsuits, Claims, Commitments and Contingencies	40
	Recently Adopted Accounting and Disclosure Changes	40
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	40
Item 4.	Controls and Procedures	42
Part II		
Item 1.	Legal Proceedings	43
Item 1A.	Risk Factors	43
Item 6.	Exhibits	45

PART I FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited)

Consolidated Condensed Balance Sheets

Occidental Petroleum Corporation and
Subsidiaries

<i>millions</i>	March 31, 2020	December 31, 2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,021	\$ 3,032
Restricted cash and restricted cash equivalents	242	480
Trade receivables, net	2,458	6,373
Inventories	1,436	1,447
Assets held for sale	5,732	6,026
Other current assets	2,220	1,323
Total current assets	14,109	18,681
INVESTMENTS IN UNCONSOLIDATED ENTITIES	6,050	6,389
PROPERTY, PLANT AND EQUIPMENT		
Oil and gas segment	107,014	105,881
Chemical segment	7,187	7,172
Midstream and marketing segment	8,189	8,176
Corporate	1,072	1,118
Gross property, plant and equipment	123,462	122,347
Accumulated depreciation, depletion and amortization	(44,389)	(41,878)
Net property, plant and equipment	79,073	80,469
OPERATING LEASE ASSETS	1,193	1,385
LONG-TERM RECEIVABLES AND OTHER ASSETS, NET	1,218	2,406
TOTAL ASSETS	\$ 101,643	\$ 109,330

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

Consolidated Condensed Balance Sheets

Occidental Petroleum Corporation and
Subsidiaries

<i>millions except share amounts</i>	March 31, 2020	December 31, 2019
LIABILITIES AND EQUITY		
CURRENT LIABILITIES		
Current maturities of long-term debt	\$ 2,464	\$ 51
Current operating lease liabilities	453	569
Accounts payable	3,845	7,017
Accrued liabilities	3,310	5,302
Liabilities of assets held for sale	1,891	2,010
Total current liabilities	11,963	14,949
LONG-TERM DEBT, NET		
Long-term debt, net	36,058	38,537
DEFERRED CREDITS AND OTHER LIABILITIES		
Deferred income taxes, net	9,403	9,717
Asset retirement obligations	4,428	4,385
Pension and postretirement obligations	1,968	1,807
Environmental remediation liabilities	1,017	1,035
Operating lease liabilities	768	854
Other	4,743	3,814
Total deferred credits and other liabilities	22,327	21,612
STOCKHOLDERS' EQUITY		
Preferred stock at par value, 100,000 shares at March 31, 2020 and December 31, 2019	9,762	9,762
Common stock at par value, 1,048,430,898 issued shares at March 31, 2020 and 1,044,434,893 shares at December 31, 2019	210	209
Treasury stock, 148,416,051 shares at March 31, 2020 and 150,323,151 shares at December 31, 2019	(10,653)	(10,653)
Additional paid-in capital	15,081	14,955
Retained earnings	17,229	20,180
Accumulated other comprehensive loss	(334)	(221)
Total stockholders' equity	31,295	34,232
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 101,643	\$ 109,330

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

Consolidated Condensed Statements of Operations

Occidental Petroleum Corporation and
Subsidiaries

<i>millions, except per-share amounts</i>	Three months ended March 31,	
	2020	2019
REVENUES AND OTHER INCOME		
Net sales	\$ 6,410	\$ 4,004
Interest, dividends and other income	34	78
Gain on sale of equity investments and other assets, net	7	7
Total	6,451	4,089
COSTS AND OTHER DEDUCTIONS		
Oil and gas operating expense	1,046	645
Transportation and gathering expense	558	31
Chemical and midstream cost of sales	612	669
Purchased commodities	393	365
Selling, general and administrative	260	140
Other operating and non-operating expense	195	238
Depreciation, depletion and amortization	2,242	973
Asset impairments and other charges ^(a)	1,803	—
Taxes other than on income	182	111
Anadarko acquisition-related costs	148	—
Exploration expense	37	36
Interest and debt expense, net	352	98
Total	7,828	3,306
Income (loss) before income taxes and other items	(1,377)	783
OTHER ITEMS		
Losses on interest rate swaps and warrants, net	(585)	—
Income (loss) from equity investments	(133)	73
Total	(718)	73
Income (loss) from continuing operations before income taxes	(2,095)	856
Income tax benefit (expense)	82	(225)
Income (loss) from continuing operations	(2,013)	631
NET INCOME (LOSS)	(2,013)	631
Less: Preferred stock dividends	(219)	—
NET INCOME (LOSS) ATTRIBUTABLE TO COMMON STOCKHOLDERS	\$ (2,232)	\$ 631
PER COMMON SHARE		
Income (loss) from continuing operations—basic	\$ (2.49)	\$ 0.84
Net income (loss) attributable to common stockholders—basic	\$ (2.49)	\$ 0.84
Income (loss) from continuing operations—diluted	\$ (2.49)	\$ 0.84
Net income (loss) attributable to common stockholders—diluted	\$ (2.49)	\$ 0.84
DIVIDENDS PER COMMON SHARE	\$ 0.79	\$ 0.78

^(a) Includes \$1.2 billion of impairment related to the write-off of goodwill.

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

Consolidated Condensed Statements of Comprehensive Income (Loss)

Occidental Petroleum Corporation and
Subsidiaries

<i>millions</i>	Three months ended March 31,	
	2020	2019
Net income (loss)	\$ (2,013)	\$ 631
Other comprehensive income (loss) items:		
Foreign currency translation loss	(2)	—
Gains (losses) on derivatives ^(a)	(2)	2
Pension and postretirement (losses) gains ^(b)	(111)	2
Reclassification of losses on derivatives ^(c)	2	—
Other comprehensive (loss) income, net of tax	(113)	4
Comprehensive income (loss) attributable to preferred and common stockholders	\$ (2,126)	\$ 635

^(a) Net of tax of \$1 million and zero for the three months ended March 31, 2020 and 2019, respectively.

^(b) Net of tax of \$31 million and \$(1) million for the three months ended March 31, 2020 and 2019, respectively.

^(c) Net of tax of \$(1) million and zero for the three months ended March 31, 2020 and 2019, respectively.

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

Consolidated Condensed Statements of Cash Flows

Occidental Petroleum Corporation and
Subsidiaries

<i>millions</i>	Three months ended March 31,	
	2020	2019
CASH FLOW FROM OPERATING ACTIVITIES		
Net income (loss)	\$ (2,013)	\$ 631
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation, depletion and amortization of assets	2,242	973
Deferred income tax (benefit) provision	(218)	10
Other noncash (gains) charges to income	(550)	239
Asset impairments and other items	1,768	—
Gain on sales of equity investments and other assets, net	(7)	(7)
Undistributed losses (income) from affiliates	174	(24)
Dry hole expenses	18	10
Changes in operating assets and liabilities:		
(Increase) decrease in receivables	3,909	(417)
Increase in inventories	(70)	(221)
Decrease (increase) in other current assets	324	(199)
Decrease in accounts payable and accrued liabilities	(4,401)	(40)
Increase (decrease) in current domestic and foreign income taxes	48	(7)
Operating cash flow from continuing operations	1,224	948
Operating cash flow from discontinued operations, net of taxes	115	—
Net cash provided by operating activities	1,339	948
CASH FLOW FROM INVESTING ACTIVITIES		
Capital expenditures	(1,293)	(1,259)
Change in capital accrual	(435)	(51)
Purchase of businesses and assets, net	(35)	(69)
Proceeds from sale of assets and equity investments, net	112	16
Equity investments and other, net	142	(52)
Investing cash flow from continuing operations	(1,509)	(1,415)
Investing cash flow from discontinued operations, net of taxes	(21)	—
Net cash used by investing activities	(1,530)	(1,415)
CASH FLOW FROM FINANCING ACTIVITIES		
Proceeds from issuance of common stock	90	16
Purchases of treasury stock	—	(237)
Cash dividends paid	(913)	(591)
Other financing, net	(196)	(2)
Net cash used by financing activities	(1,019)	(814)
Decrease in cash, cash equivalents, restricted cash and restricted cash equivalents	(1,210)	(1,281)
Cash, cash equivalents, restricted cash and restricted cash equivalents — beginning of period	3,574	3,033
Cash, cash equivalents, restricted cash and restricted cash equivalents — end of period	\$ 2,364	\$ 1,752

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

Consolidated Condensed Statements of Equity

Occidental Petroleum Corporation and
Subsidiaries

<i>millions, except per share amounts</i>	Equity Attributable to Common Stock						Total Equity
	Common Stock	Preferred Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	
Balance at December 31, 2019	\$ 209	\$ 9,762	\$ (10,653)	\$ 14,955	\$ 20,180	\$ (221)	\$ 34,232
Net loss	—	—	—	—	(2,013)	—	(2,013)
Other comprehensive loss, net of tax	—	—	—	—	—	(113)	(113)
Dividends on common stock, \$0.79 per share	—	—	—	—	(719)	—	(719)
Dividends on preferred stock, \$2,222 per share	—	—	—	—	(219)	—	(219)
Issuance of common stock, net	1	—	—	126	—	—	127
Balance at March 31, 2020	\$ 210	\$ 9,762	\$ (10,653)	\$ 15,081	\$ 17,229	\$ (334)	\$ 31,295

<i>millions, except per share amounts</i>	Equity Attributable to Common Stock						Total Equity
	Common Stock	Preferred Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	
Balance at December 31, 2018	\$ 179	\$ —	\$ (10,473)	\$ 8,046	\$ 23,750	\$ (172)	\$ 21,330
Net income	—	—	—	—	631	—	631
Other comprehensive income, net of tax	—	—	—	—	—	4	4
Dividends on common stock, \$0.78 per share	—	—	—	—	(586)	—	(586)
Issuance of common stock, net	—	—	—	37	—	—	37
Purchases of treasury stock	—	—	(180)	—	—	—	(180)
Balance at March 31, 2019	\$ 179	\$ —	\$ (10,653)	\$ 8,083	\$ 23,795	\$ (168)	\$ 21,236

The accompanying notes are an integral part of these consolidated condensed financial statements.

NOTE 1 - GENERAL

NATURE OF OPERATIONS

In this report, "Occidental" means Occidental Petroleum Corporation, a Delaware corporation (OPC), or OPC and one or more entities in which it owns a controlling interest (subsidiaries). Occidental conducts its operations through various subsidiaries and affiliates. Occidental has made its disclosures in accordance with United States generally accepted accounting principles (GAAP) as they apply to interim reporting, and condensed or omitted, as permitted by the U.S. Securities and Exchange Commission's rules and regulations, certain information and disclosures normally included in consolidated financial statements and the notes thereto. These unaudited consolidated condensed financial statements should be read in conjunction with the audited consolidated financial statements and the notes thereto in Occidental's Annual Report on Form 10-K for the year ended December 31, 2019 (the 2019 Form 10-K).

In the opinion of Occidental's management, the accompanying unaudited consolidated condensed financial statements contain all adjustments (consisting of normal recurring adjustments) necessary to fairly present Occidental's consolidated financial position as of March 31, 2020, and December 31, 2019, and the consolidated condensed statements of operations, comprehensive income, cash flows and stockholders' equity for the three months ended March 31, 2020, and 2019. Certain data in the financial statements and notes for prior periods have been reclassified to conform to the current presentation. The income and cash flows for the periods ended March 31, 2020, and 2019, are not necessarily indicative of the income or cash flows to be expected for the full year.

THE ACQUISITION

On August 8, 2019, pursuant to the Agreement and Plan of Merger dated May 9, 2020, Occidental acquired all of the outstanding shares of Anadarko Petroleum Corporation (the Acquisition). The Acquisition added to Occidental's oil and gas portfolio, primarily in the Permian Basin, DJ Basin and Gulf of Mexico, and an interest in Western Midstream Partners, L.P. (WES). The Acquisition constituted a business combination, and under the acquisition method of accounting, the acquisition consideration is allocated to tangible and intangible assets acquired and liabilities assumed based on their fair values.

As of March 31, 2020, Occidental has substantially completed the allocation of the consideration; however, Occidental continues to gather information related to the evaluation of certain properties due to ongoing appraisal efforts. Estimates were recorded as of the Acquisition date related to these remaining items and the valuations could change as additional information is received. For the three months ended March 31, 2020 there were no material changes to the allocation presented in the 2019 Form 10-K.

Occidental expensed \$148 million in acquisition-related costs for the three months ended March 31, 2020, primarily related to one-time severance costs and the accelerated vesting of certain Anadarko share-based awards for former Anadarko employees based on the terms of the underlying Acquisition agreement and existing change of control provisions within the former Anadarko employment or award agreements.

DISCONTINUED OPERATIONS

In connection with the Acquisition, Occidental entered into a purchase and sale agreement with TOTAL S.A. (Total) to sell all of the assets, liabilities, businesses, and operations of Anadarko's operations in Algeria, Ghana, Mozambique and South Africa (collectively, the Africa Assets) for \$8.8 billion, subject to certain purchase price adjustments. Occidental completed the sale of the Mozambique assets in September 2019 and the South Africa assets in January 2020. The closing of the sale of the remaining Africa Assets, in Algeria and Ghana, remained conditioned on the receipt of required regulatory and government approvals, as well as other customary closing conditions. The assets and liabilities for Algeria and Ghana are presented as held for sale at March 31, 2020. The results of operations of the Africa Assets are presented as discontinued operations, see [Note 3 - Dispositions and Other Transactions](#).

In April 2020, subsequent to communications with Algerian government officials, Occidental determined that the sale of the Algeria assets to Total will likely not be consummated. As such, beginning in the second quarter of 2020, Occidental will no longer classify the Algeria operations as a discontinued operation and will reclassify prior periods to reflect the Algerian operations as continuing operations. In addition, the carrying value of the Algeria assets will be remeasured at the lower of its fair value or the carrying amount as if depreciation, depletion and amortization (DD&A) were recorded from the date of the Acquisition. Any adjustment to reflect this remeasurement will be recorded in the second quarter of 2020.

In addition, if the Algeria asset sale is not completed, Total will not be obligated to complete the acquisition of the Ghana assets under the purchase and sale agreement; however, Occidental and Total are continuing to have discussions regarding the potential sale of the Ghana assets.

Unless otherwise indicated, information presented in the Notes to the Consolidated Condensed Financial Statements relates only to Occidental's continuing operations. Information related to discontinued operations is included in Note 3 - Dispositions and Other Transactions, and in some instances, where appropriate, is included as a separate disclosure within the individual Notes to the Consolidated Condensed Financial Statements.

SUPPLEMENTAL CASH FLOW INFORMATION

Occidental paid U.S. federal, domestic state and foreign income taxes for continuing operations of \$111 million and \$223 million during the three months ended March 31, 2020, and 2019, respectively. Occidental received tax refunds of \$26 million and \$1 million during the three months ended March 31, 2020, and 2019, respectively, related to continuing operations. Interest paid for continuing operations totaled \$572 million and \$114 million during the three months ended March 31, 2020, and 2019, respectively.

CASH EQUIVALENTS AND RESTRICTED CASH EQUIVALENTS

Occidental considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents or restricted cash equivalents. The cash equivalents and restricted cash equivalents balance at March 31, 2020, includes investments in government money market funds in which the carrying value approximates fair value.

The following table provides a reconciliation of cash, cash equivalents, restricted cash and restricted cash equivalents as reported at the end of the period in the Consolidated Condensed Statements of Cash Flows for the three months ended March 31, 2020, to the line items within the Consolidated Condensed Balance Sheet at March 31, 2020. There was no restricted cash or restricted cash equivalents at March 31, 2019.

<i>millions</i>		
Cash and cash equivalents	\$	2,021
Restricted cash and restricted cash equivalents		242
Cash and restricted cash included in assets held for sale		27
Restricted cash and restricted cash equivalents included in long-term receivables and other assets, net		74
Cash, cash equivalents, restricted cash, and restricted cash equivalents	\$	2,364

Total restricted cash and restricted cash equivalents are primarily associated with a benefits trust for former Anadarko employees that was funded as part of the Acquisition, payments of future hard-minerals royalties conveyed, and a judicially controlled account related to a Brazilian tax dispute.

EQUITY METHOD INVESTMENT-WES

Occidental's loss of control of WES on December 31, 2019 resulted in Occidental recognizing, at fair value, an equity method investment of \$5.1 billion based on the closing market price of WES. As of March 31, 2020, the carrying amount of the investment in WES was \$4.8 billion. The decline in the equity method investment from December 31, 2019 to March 31, 2020 was primarily attributable to Occidental's interest in WES's approximately \$400 million impairment of its goodwill. Occidental has concluded that the short-term loss in value did not meet the other-than-temporary criteria under accounting literature governing equity method investments as of March 31, 2020. However, if WES's unit price remains significantly below its year-end 2019 unit price for a sustained period of time, Occidental would be required to reduce the carrying amount of its equity method investment in WES. WES owns gathering systems, plants and pipelines and earns revenue from fee-based and service-based contracts with Occidental and third parties which could be impacted by lower demand for oil and gas associated with the ongoing COVID-19 pandemic.

The period ended March 31, 2020, was the first quarter subsequent to the Acquisition where transactions between Occidental and WES were not eliminated upon consolidation. For the three months ended March 31, 2020 Occidental had sales of \$113 million to WES and purchased \$219 million and \$310 million of commodities and services from WES, respectively.

NOTE 2 - ACCOUNTING AND DISCLOSURE CHANGES

In January 2020, Occidental adopted Accounting Standards Update (ASU) 2016-13 Financial Instruments - Credit Losses (Topic 326). The new standard makes significant changes to the accounting for credit losses on financial assets and disclosures regarding credit losses. For trade receivables, loans and held-to-maturity debt securities, entities will be required to estimate lifetime expected credit losses. This will result in the earlier recognition of credit losses than the current incurred loss model. The acceleration of the recognition of losses is more material for entities whose receivables and other held-to-maturity debt investments are (1) long dated and (2) with less credit worthy counterparties.

The vast majority of Occidental's receivables are short dated with maturities of less than 60 days with creditworthy counterparties, including refiners, pipelines and resellers. Given Occidental's continued effort to maintain a strong credit portfolio, there have been no negative indications regarding the collectability of these receivables as of the date of this filing. Therefore, adoption of this standard has no material impact for the quarter. Occidental will continue to assess the risk to its receivables in the future.

In January 2020, Occidental adopted ASU 2017-4 Intangibles, Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment. The new standard simplifies the accounting for goodwill impairment by requiring a single step impairment test, whereby the impairment equals the difference between the carrying amount and the estimated fair value of the specified units in their entirety, see [Note 7 - Fair-Value Measurements](#) for the results of this simplified goodwill impairment test.

NOTE 3 - DISPOSITIONS AND OTHER TRANSACTIONS

AFRICA ASSETS - DISCONTINUED OPERATIONS

In January 2020, Occidental completed the sale of the South Africa assets to Total. The carrying amount of Africa Assets that meet the held for sale criteria will be adjusted in future periods based on changes in fair value. The results of the Africa Assets are presented as discontinued operations in the Consolidated Condensed Statements of Operations and Cash Flows.

The following table presents the amounts reported in discontinued operations, net of income taxes, related to the Africa Assets for the three months ended March 31, 2020:

<i>millions</i>		
Revenues and other income		
Net sales	\$	332
Costs and other deductions		
Oil and gas lease operating expense	\$	46
Transportation expense		7
Taxes other than on income		43
Fair value adjustment on assets held for sale		139
Other		16
Total costs and other deductions	\$	251
Income before income taxes	\$	81
Income tax expense		(81)
Discontinued operations, net of tax	\$	—

The following table presents the amounts reported in the Consolidated Condensed Balance Sheets as held for sale related to the Africa Assets as of March 31, 2020 and December 31, 2019:

<i>millions</i>	March 31, 2020	December 31, 2019
Current assets	\$ 378	\$ 289
Property, plant and equipment, net	5,235	5,481
Long-term receivables and other assets, net	119	256
Assets held for sale ^(a)	\$ 5,732	\$ 6,026
Current liabilities	\$ 399	\$ 452
Long-term debt, net - finance leases	183	185
Deferred income taxes	1,096	1,112
Asset retirement obligations	183	181
Other	30	80
Liabilities of assets held for sale ^(a)	\$ 1,891	\$ 2,010
Net assets held for sale	\$ 3,841	\$ 4,016

^(a) Assets and liabilities held for sale at December 31, 2019 included South Africa assets which were sold to Total in January 2020.

NOTE 4 - REVENUE

Revenue from customers is recognized when obligations under the terms of a contract with our customers are satisfied; this generally occurs with the delivery of oil, natural gas liquids (NGL), gas, chemicals or services, such as transportation. As of March 31, 2020, trade receivables, net, of \$2.5 billion represent rights to payment, for which Occidental has satisfied its obligations under a contract and its right to payment is conditioned only on the passage of time.

The following table shows a reconciliation of revenue from customers to total net sales:

<i>millions</i>	Three months ended March 31,	
	2020	2019
Revenue from customers	\$ 5,047	\$ 3,435
All other revenues ^(a)	1,363	569
Net sales	\$ 6,410	\$ 4,004

^(a) Includes net marketing derivatives, oil collars and calls, and chemical exchange contracts.

DISAGGREGATION OF REVENUE FROM CONTRACTS WITH CUSTOMERS

The table below presents Occidental's revenue from customers by segment, product and geographical area. The oil and gas segment typically sells its oil, NGL and gas at the lease or concession area. Chemical segment revenues are shown by geographic area based on the location of the sale. Excluding net marketing revenue, midstream and marketing segment revenues are shown by the location of sale.

<i>millions</i>	United States	Middle East	Latin America	Other International	Eliminations	Total
Three months ended March 31, 2020						
Oil and Gas						
Oil	\$ 2,755	\$ 447	\$ 149	\$ —	\$ —	\$ 3,351
NGL	213	55	—	—	—	268
Gas	183	80	5	—	—	268
Other	11	—	—	—	—	11
Segment total	\$ 3,162	\$ 582	\$ 154	\$ —	\$ —	\$ 3,898
Chemical	\$ 910	\$ —	\$ 35	\$ 16	\$ —	\$ 961
Midstream and Marketing						
Gas processing	\$ 105	\$ 71	\$ —	\$ —	\$ —	\$ 176
Marketing	246	—	—	(51)	—	195
Power and other	16	—	—	—	—	16
Segment total	\$ 367	\$ 71	\$ —	\$ (51)	\$ —	\$ 387
Eliminations	\$ —	\$ —	\$ —	\$ —	\$ (199)	\$ (199)
Consolidated	\$ 4,439	\$ 653	\$ 189	\$ (35)	\$ (199)	\$ 5,047

<i>millions</i>	United States	Middle East	Latin America	Other International	Eliminations	Total
Three months ended March 31, 2019						
Oil and Gas						
Oil	\$ 1,205	\$ 758	\$ 135	\$ —	\$ —	\$ 2,098
NGL	78	65	—	—	—	143
Gas	47	79	4	—	—	130
Other	(21)	1	—	—	—	(20)
Segment total	\$ 1,309	\$ 903	\$ 139	\$ —	\$ —	\$ 2,351
Chemical	\$ 993	\$ —	\$ 43	\$ 19	\$ —	\$ 1,055
Midstream and Marketing						
Gas processing	\$ 105	\$ 102	\$ —	\$ —	\$ —	\$ 207
Power and other	44	—	—	—	—	44
Segment total	\$ 149	\$ 102	\$ —	\$ —	\$ —	\$ 251
Eliminations	\$ —	\$ —	\$ —	\$ —	\$ (222)	\$ (222)
Consolidated	\$ 2,451	\$ 1,005	\$ 182	\$ 19	\$ (222)	\$ 3,435

TRANSACTION PRICE ALLOCATED TO REMAINING PERFORMANCE OBLIGATIONS

Revenue expected to be recognized from certain performance obligations that are unsatisfied as of March 31, 2020, is reflected in the table below. Occidental applies the optional exemptions in ASU 2014-09 Revenue from Contracts with Customers (Topic 606) and does not disclose consideration for remaining performance obligations with an original expected duration of one year or less or for variable consideration related to unsatisfied performance obligations. As a result, the following table represents a small portion of Occidental's expected future consolidated revenues, as future revenue from the sale of most products and services is dependent on future production or variable customer volume and variable commodity prices for that volume:

<i>millions</i>	
Remainder of 2020	\$ 92
2021	111
2022	9
2023	9
2024	9
Thereafter	85
Total	\$ 315

NOTE 5 - INVENTORY

Commodity inventory and finished goods primarily represents crude oil, which is carried at the lower of weighted-average cost or net realizable value, and caustic soda and chlorine, which are valued under the last-in, first-out (LIFO) method. Inventories consisted of the following:

<i>millions</i>	March 31, 2020	December 31, 2019
Raw materials	\$ 69	\$ 75
Materials and supplies	902	879
Commodity inventory and finished goods	505	533
	1,476	1,487
Revaluation to LIFO	(40)	(40)
Total	\$ 1,436	\$ 1,447

Occidental recognized impairments of \$79 million for the three months ended March 31, 2020, due to lower than cost or net realizable value adjustments primarily related to crude oil inventories.

NOTE 6 - DERIVATIVES

Occidental uses a variety of derivative financial instruments and physical contracts to manage its exposure to commodity-price fluctuations, interest rate risks and transportation commitments and to fix margins on the future sale of stored commodity volumes. Occidental also enters into derivative financial instruments for trading purposes.

Occidental may elect normal purchases and normal sales exclusions when physically delivered commodities are purchased or sold to a customer. Occidental occasionally applies cash flow hedge accounting treatment to derivative financial instruments to lock in margins on the forecasted sales of its natural gas storage volumes, and at times for other strategies, such as to lock rates on forecasted debt issuances. Derivatives are carried at fair value and on a net basis when a legal right of offset exists with the same counterparty.

DERIVATIVES NOT DESIGNATED AS HEDGING INSTRUMENTS

As of March 31, 2020, Occidental's derivatives not designated as hedges consist of three-way oil collars and call options, interest rate swaps, marketing derivatives and warrants for 80 million shares of Occidental common stock (the Warrants).

Derivative instruments that are derivatives not designated as hedging instruments are required to be recorded on the balance sheet at fair value. Changes in fair value will impact Occidental's earnings through mark-to-market adjustments until the physical commodity is delivered or the financial instrument is settled. The fair value does not reflect the realized or cash value of the instrument.

THREE-WAY OIL COLLARS AND CALL OPTIONS

In 2019, Occidental entered into three-way costless collar derivative instruments for 2020 along with additional call options in 2021 to manage its near-term exposure to cash-flow variability from commodity price risks. A three-way collar is a combination of three options: a sold call, a purchased put and a sold put. The sold call establishes the ceiling price that Occidental will receive for the contracted commodity volume for a defined period of time. The purchased put establishes the floor price that Occidental will receive for the contracted volumes unless the market price for the commodity falls below the sold put strike price, at which point the floor price equals the reference price plus the difference between the purchased put strike price and the sold put strike price for a defined period of time. Occidental entered into the 2021 call options to substantially improve the terms for the ceiling price that Occidental will receive for the contracted commodity volumes in 2020. Net gains and losses associated with collars and calls are recognized currently in net sales. In April 2020, Occidental received cash of \$108 million associated with these collars.

Occidental had the following collars and calls outstanding at March 31, 2020:

Collars and Calls, not designated as hedges			
2020 Settlement			
Three-way collars (Oil MMBBL)			96.25
Average price per barrel (Brent oil pricing)			
Ceiling sold price (call)		\$	74.16
Floor purchased price (put)		\$	55.00
Floor sold price (put)		\$	45.00
2021 Settlement			
Call options sold (Oil MMBBL)			127.8
Average price per barrel (Brent oil pricing)			
Ceiling sold price (call)		\$	74.16

INTEREST RATE SWAPS

Occidental acquired interest rate swap contracts in the Acquisition. The contracts lock in a fixed interest rate in exchange for a floating interest rate indexed to three-month London Inter-Bank Offered Rate (LIBOR) throughout the reference period. Net gains and losses associated with interest rate derivative instruments not designated as hedging instruments are recognized currently in gains (losses) on interest rate swaps and warrants, net.

Occidental had the following outstanding interest rate swaps at March 31, 2020:

<i>millions except percentages</i>				
Notional	Principal Amount	Reference Period	Mandatory Termination Date	Weighted-Average Interest Rate
\$	400	September 2016 - 2046	September 2021	6.348 %
\$	350	September 2017 - 2047	September 2021	6.662 %
\$	275	September 2016 - 2046	September 2022	6.709 %
\$	450	September 2017 - 2047	September 2023	6.445 %

Depending on market conditions, liability management actions or other factors, Occidental may enter into offsetting interest rate swap positions or settle or amend certain or all of the currently outstanding interest rate swaps. In the first quarter of 2020, Occidental extended all 2020 mandatory termination dates to 2021 or thereafter.

Derivative settlements and collateralization are classified as cash flow from operating activities unless the derivatives contain an other-than-insignificant financing element, in which case the settlements and collateralization are classified as cash flows from financing activities. Due to the liability position of the interest rate derivatives at the date of the Acquisition, the interest rate derivatives in Occidental's portfolio contain an other-than-insignificant financing element, and therefore, any settlements, collateralization or cash payments related to interest rate derivatives are classified as cash flow from financing activities. Net cash payments related to settlements, and collateralization of interest rate swap agreements were \$50 million and \$99 million in the first quarter of 2020, respectively.

MARKETING DERIVATIVES

Occidental's marketing derivative instruments not designated as hedges are physical and financial forward contracts which typically settle within three months. A substantial majority of Occidental's physically settled derivative contracts are index-based and carry no mark-to-market valuation in earnings. These instruments settled at a weighted average contract price of \$41.58 per barrel and \$1.25 per thousand cubic feet (Mcf) for crude oil and natural gas, respectively, at March 31, 2020. The weighted-average contract price was \$60.60 per barrel and \$2.17 per Mcf for crude oil and natural gas, respectively, at December 31, 2019. Net gains and losses associated with marketing derivative instruments not designated as hedging instruments are recognized currently in net sales.

The following table summarizes net long/(short) volumes associated with the outstanding marketing commodity derivatives not designated as hedging instruments.

	March 31, 2020	December 31, 2019
Crude Oil Commodity Contracts		
Volume (MMBBL)	29	55
Natural Gas Commodity Contracts		
Volume (Bcf)	(122)	(128)

THE WARRANTS

The Warrants issued with the Preferred Stock in connection with the financing of the Acquisition are exercisable at the holder's option, in whole or in part, until the first anniversary of the date on which no shares of Preferred Stock remain outstanding at which time the Warrants expire. The holders of the Warrants may require net cash settlement if certain shareholder and regulatory approvals to issue shares of Occidental's common stock underlying the Warrants are not obtained on a timely basis. The fair value of the Warrants is remeasured at each reporting date using the Black Scholes option model. The following inputs are used in the Black Scholes option model: the expected life is based on the estimated term of the Warrants, the volatility factor is based on historical volatilities of Occidental common stock, and the call option price for Occidental common stock at \$62.50.

DERIVATIVES DESIGNATED AS HEDGING INSTRUMENTS

Net gains and losses attributable to derivative instruments subject to cash flow hedge accounting reside in accumulated other comprehensive loss and are reclassified to earnings as the transactions to which the derivatives relate are recognized in earnings.

CASH FLOW HEDGES

Occidental's marketing operations store natural gas purchased from third parties at Occidental's leased storage facilities. Derivative instruments are used to fix margins on the future sales of the stored volumes. As of March 31, 2020 and December 31, 2019, cash flow hedges were immaterial.

FAIR VALUE OF DERIVATIVES

The following tables present the fair values of Occidental's outstanding derivatives. Fair values are presented at gross amounts below, including when the derivatives are subject to master netting arrangements, and are presented on a net basis in the Consolidated Condensed Balance Sheets.

<i>millions</i>	Fair-Value Measurements Using				Netting ^(a)	Total Fair Value
Balance Sheet Classifications	Level 1	Level 2	Level 3			
March 31, 2020						
Oil Collars and Calls						
Other current assets	\$ —	\$ 834	\$ —	\$ —	\$ —	\$ 834
Deferred credits and other liabilities - other	—	(58)	—	—	—	(58)
Marketing Derivatives						
Other current assets	6,438	392	—	(6,445)	385	
Long-term receivables and other assets, net	91	19	—	(91)	19	
Accrued liabilities	(6,170)	(367)	—	6,445	(92)	
Deferred credits and other liabilities - other	(91)	(1)	—	91	(1)	
Interest Rate Swaps						
Other current assets	—	1	—	—	1	
Long-term receivables and other assets, net	—	1	—	—	1	
Accrued liabilities	—	(90)	—	—	(90)	
Deferred credits and other liabilities - other	—	(1,954)	—	—	(1,954)	
Warrants						
Deferred credits and other liabilities - other	—	(23)	—	—	(23)	
December 31, 2019						
Oil Collars and Calls						
Other current assets	\$ —	\$ 92	\$ —	\$ —	\$ 92	
Deferred credits and other liabilities - other	—	(160)	—	—	(160)	
Marketing Derivatives						
Other current assets	945	79	—	(973)	51	
Long-term receivables and other assets, net	4	12	—	(4)	12	
Accrued liabilities	(1,008)	(44)	—	973	(79)	
Deferred credits and other liabilities - other	(4)	(1)	—	4	(1)	
Interest Rate Swaps						
Other current assets	—	5	—	—	5	
Long-term receivables and other assets, net	—	5	—	—	5	
Accrued liabilities	—	(657)	—	—	(657)	
Deferred credits and other liabilities - other	—	(776)	—	—	(776)	
Warrants						
Deferred credits and other liabilities - other	—	(107)	—	—	(107)	

^(a) These amounts do not include collateral.

As of March 31, 2020, and December 31, 2019, \$204 million and \$104 million of collateral had been netted against derivative liabilities related to interest rate swaps, respectively. Subsequent to March 31, 2020, Occidental was required to post an additional \$225 million in cash collateral related to the interest rate swaps. As of March 31, 2020, Occidental had received \$212 million of collateral from brokers, which is netted with derivative assets. Initial margin of \$65 million was deposited with brokers as of December 31, 2019 related to marketing derivatives.

GAINS AND LOSSES ON DERIVATIVES

The following table presents the effect of Occidental's derivative instruments on the Consolidated Condensed Statements of Operations:

Income Statement Classification	Three months ended March 31,	
	2020	2019
Oil Collars and Calls		
Net sales	\$ 952	\$ —
Marketing Derivatives		
Net sales ^(a)	410	564
Interest Rate Swaps		
Losses on interest rate swaps and warrants, net	(669)	—
Warrants		
Gains on interest rate swaps and warrants, net	84	—

^(a) Includes derivative and non-derivative marketing activity.

CREDIT RISK

Occidental's counterparty credit risk related to the physical delivery of energy commodities results from its customers' potential inability to meet their settlement commitments. Occidental manages credit risk by selecting counterparties that it believes to be financially strong, by entering into netting arrangements with counterparties and by requiring collateral or other credit risk mitigants, as appropriate. Occidental actively evaluates the creditworthiness of its counterparties, assigns appropriate credit limits and monitors credit exposures against those assigned limits. Occidental also enters into future contracts through regulated exchanges with select clearinghouses and brokers, which are subject to minimal credit risk as a significant portion of these transactions settle on a daily margin basis.

Certain of Occidental's over-the-counter derivative instruments contain credit-risk-contingent features, primarily tied to credit ratings for Occidental or its counterparties, which may affect the amount of collateral that each party would need to post. The aggregate fair value of derivative instruments with credit-risk-related contingent features for which a net liability position existed at March 31, 2020, was \$244 million (net of \$204 million collateral), primarily related to acquired interest-rate swaps, and \$787 million (net of \$169 million of collateral) at December 31, 2019.

NOTE 7 - FAIR-VALUE MEASUREMENTS

Occidental has categorized its assets and liabilities that are measured at fair value in a three-level fair-value hierarchy, based on the inputs to the valuation techniques: Level 1 — using quoted prices in active markets for the assets or liabilities; Level 2 — using observable inputs other than quoted prices for the assets or liabilities; and Level 3 — using unobservable inputs. Transfers between levels, if any, are recognized at the end of each reporting period.

FAIR-VALUES - RECURRING

In January 2012, Occidental entered into a long-term contract to purchase carbon dioxide (CO₂). This contract contains a price adjustment clause that is linked to changes in NYMEX crude oil prices. Occidental determined that the portion of this contract linked to NYMEX oil prices is not clearly and closely related to the host contract, and Occidental therefore bifurcated this embedded pricing feature from its host contract and accounts for it at fair value in the Consolidated Condensed Financial Statements.

The following tables provide fair-value measurement information for embedded derivatives that are measured on a recurring basis:

<i>millions</i>	Fair-Value Measurements Using						Netting and Collateral	Total Fair Value
Embedded derivatives	Level 1		Level 2		Level 3			
As of March 31, 2020								
Accrued liabilities	\$	—	\$	105	\$	—	\$	105
Deferred credits and other liabilities - other		—		67		—		67
As of December 31, 2019								
Accrued liabilities	\$	—	\$	40	\$	—	\$	40
Deferred credits and other liabilities - other		—		49		—		49

FAIR-VALUES - NONRECURRING - IMPAIRMENTS

Given (1) the abrupt decline in oil commodity prices beginning in March 2020 caused by a collapse in demand for oil and natural gas due to the slowdown in worldwide economic activity attributable to the COVID-19 pandemic and government-imposed travel restrictions and business closures and the institution of quarantining and other restrictions on movement in many communities worldwide and a dispute among the Organization of the Petroleum Exporting Countries and its broader partners (OPEC+) regarding the level of oil production and (2) changes to management's 2020 exploration and development plans resulting therefrom, Occidental's oil and gas segment recognized pre-tax impairment and related charges of \$581 million primarily related to both proved and unproved oil and gas properties and a lower of cost or net realizable value adjustment for crude inventory. Occidental identified certain proved oil and gas assets which would be significantly impacted in the near term due to declines in prices and changes in management's 2020 development plans and assessed those assets for impairment. Occidental recorded proved property impairments of \$293 million related to certain assets in Oman, Bolivia and the Gulf of Mexico. The fair value of the proved properties was measured based on the income approach, which incorporated assumptions involving expectations of future cash flows. These assumptions included estimates of future product prices, which Occidental based on a combination of market information and published industry resources, estimates of oil and gas reserves, estimates of future expected operating and capital costs and a risk-adjusted discount rate of 10 percent. These inputs are categorized as Level 3 in the fair value hierarchy. Unproved property impairments, of approximately \$241 million, primarily relate to domestic onshore undeveloped leases and offshore Gulf of Mexico where Occidental no longer intends to pursue exploration, appraisal or development activities primarily due to the reduction in near-term capital plans.

Since March 31, 2020, the near-term futures price for oil has continued to decrease as inventory and supply imbalances have magnified as a result of the pandemic related drop in demand for oil. If the macro-economic conditions that exist as of the date of this filing continue or worsen, it is likely that most, if not all, of Occidental's oil and properties will be tested for impairment during the second quarter of 2020, which could result in additional non-cash asset impairments, and such impairments could be material to Occidental's consolidated financial statements.

GOODWILL

As of December 31, 2019, Occidental had \$1.2 billion of goodwill related to its ownership in WES. Significant declines in the market value of WES's publicly traded units resulted in management's determination that more likely than not the fair value of the reporting unit was significantly less than its carrying value and the remaining \$1.2 billion in goodwill was fully impaired in the first quarter of 2020. The market value of WES's publicly traded units is considered a Level 1 input.

NOTE 8 - LONG-TERM DEBT

The following table summarizes Occidental's outstanding debt, including finance lease liabilities:

<i>millions</i>	March 31, 2020	December 31, 2019
Total borrowings at face value	\$ 37,401	\$ 37,401
Adjustments to book value:		
Unamortized premium, net	892	914
Debt issuance costs	(117)	(125)
Long-term finance leases	308	347
Current finance leases	38	51
Total debt and finance leases	38,522	38,588
Less current maturities of long-term debt	(2,464)	(51)
Long-term debt, net	\$ 36,058	\$ 38,537

DEBT ACTIVITY

On March 23, 2020, Occidental amended the sole financial covenant in its revolving credit facility (RCF) and Term Loan by revising the definition of "Total Capitalization" within each agreement to exclude any non-cash write-downs, impairments and related charges occurring after September 30, 2019. The amendments provide Occidental with additional flexibility in the event of any such write-downs, impairments or other changes under the ratio of Total Debt to Total Capitalization covenant.

FAIR VALUE OF DEBT

The estimated fair value of Occidental's debt as of March 31, 2020, was \$21.8 billion. The majority of Occidental's debt is classified as Level 1, with \$2.3 billion classified as Level 2. At December 31, 2019, the estimated fair value of Occidental's debt was \$38.8 billion. The decline in fair value reflects the market's uncertainty regarding the ongoing impact to Occidental from COVID-19 related reductions in oil and gas demand and the resulting historically low oil price environment.

NOTE 9 - LEASE COMMITMENTS

Occidental's operating lease agreements include leases for oil and gas exploration and development equipment, including offshore and onshore drilling rigs and storage platforms of \$105 million, compressors of \$154 million and other field equipment of \$341 million, which are recorded gross on the Consolidated Condensed Balance Sheet and in the lease cost disclosures below. Contract expiration terms generally range from two to eight years. Further, actual expenditures are netted against joint-interest recoveries on the income statement through the normal joint-interest billing process. Occidental's leases also include pipelines, rail cars, storage facilities, easements and real estate of \$619 million, which typically are not associated with joint-interest recoveries. Real estate leases have contract expiration terms ranging from one to thirteen years.

Occidental's finance lease agreements include leases for oil and gas exploration and development equipment, as well as real estate offices, compressors and field equipment of approximately \$347 million.

The following table presents lease balances and their location on the Consolidated Condensed Balance Sheet at March 31, 2020 and December 31, 2019:

<i>millions</i>	Balance sheet location	2020	2019
Assets:			
Operating	Operating lease assets	\$ 1,193	\$ 1,385
Finance	Property, plant and equipment	343	397
Total lease assets		\$ 1,536	\$ 1,782
Liabilities:			
Current			
Operating	Current operating lease liabilities	\$ 453	\$ 569
Finance	Current maturities of long-term debt	38	51
Non-current			
Operating	Deferred credits and other liabilities - Operating lease liabilities	768	854
Finance	Long-term debt, net	308	347
Total lease liabilities		\$ 1,567	\$ 1,821

At March 31, 2020, Occidental's leases expire based on the following schedule:

<i>millions</i>	Operating Leases ^(a)	Finance Leases ^(b)	Total
Remainder of 2020	\$ 382	\$ 31	\$ 413
2021	386	37	423
2022	136	34	170
2023	102	32	134
2024	81	30	111
Thereafter	248	261	509
Total lease payments	1,335	425	1,760
Less: Interest	(114)	(79)	(193)
Total lease liabilities	\$ 1,221	\$ 346	\$ 1,567

^(a) The weighted-average remaining lease term is 4.8 years and the weighted-average discount rate is 2.85%.

^(b) The weighted-average remaining lease term is 11.8 years and the weighted-average discount rate is 3.39%.

The following tables present Occidental's total lease cost and classifications, as well as cash paid for amounts included in the measurement of operating and finance lease liabilities:

<i>millions</i>	Three months ended March 31,	
Lease cost classification ^(a)	2020	2019
Operating lease costs ^(b) :		
Property, plant and equipment, net	\$ 85	\$ 91
Cost of sales	143	77
Selling, general and administrative expenses	21	16
Finance lease cost:		
Amortization of ROU assets	4	—
Interest on lease liabilities	3	—
Total lease cost	\$ 256	\$ 184

^(a) Amounts reflected are gross before joint-interest recoveries.

^(b) Includes short-term lease cost of \$54 million and \$86 million for the three months ended March 31, 2020 and 2019, respectively. Includes variable lease cost of \$38 million and \$31 million for the three months ended March 31, 2020 and 2019, respectively.

<i>millions</i>	Three months ended March 31,	
	2020	2019
Operating cash flows	\$ 145	\$ 48
Investing cash flows	\$ 36	\$ 19
Financing cash flows	\$ 9	\$ —

NOTE 10 - LAWSUITS, CLAIMS, COMMITMENTS AND CONTINGENCIES

LEGAL MATTERS

Occidental or certain of its subsidiaries are involved, in the normal course of business, in lawsuits, claims and other legal proceedings that seek, among other things, compensation for alleged personal injury, breach of contract, property damage or other losses, punitive damages, civil penalties, or injunctive or declaratory relief. Occidental or certain of its subsidiaries also are involved in proceedings under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and similar federal, state, local and foreign environmental laws. These environmental proceedings seek funding or performance of remediation and, in some cases, compensation for alleged property damage, punitive damages, civil penalties and injunctive relief. Usually Occidental or such subsidiaries are among many companies in these environmental proceedings and have to date been successful in sharing response costs with other financially sound companies. Further, some lawsuits, claims and legal proceedings involve acquired or disposed assets with respect to which a third party or Occidental retains liability or indemnifies the other party for conditions that existed prior to the transaction.

In accordance with applicable accounting guidance, Occidental accrues reserves for outstanding lawsuits, claims and proceedings when it is probable that a liability has been incurred and the liability can be reasonably estimated. Reserve balances for matters, other than for environmental remediation, that satisfy this criteria as of March 31, 2020, and December 31, 2019, were not material to Occidental's Consolidated Condensed Balance Sheets.

In 2016, Occidental received payments from the Republic of Ecuador of approximately \$1.0 billion pursuant to a November 2015 arbitration award for Ecuador's 2006 expropriation of Occidental's Participation Contract for Block 15. The awarded amount represented a recovery of 60 percent of the value of Block 15. In 2017, Andes Petroleum Ecuador Ltd. (Andes) filed a demand for arbitration, claiming it is entitled to a 40 percent share of the judgment amount obtained by Occidental. Occidental contends that Andes is not entitled to any of the amounts paid under the 2015 arbitration award because Occidental's recovery was limited to Occidental's own 60 percent economic interest in the block. The merits hearing is scheduled for May 2020. The hearing date is subject to change due to the COVID-19 pandemic. Occidental intends to vigorously defend against this claim in arbitration.

On May 30, 2019, a complaint was filed in the Court of Chancery of the State of Delaware by purported Occidental stockholders High River Limited Partnership, Icahn Partners Master Fund LP and Icahn Partners LP (the Icahn Complainants), captioned High River Ltd. P'ship v. Occidental Petroleum Corp., C.A. No. 2019-0403-JRS, seeking inspection of Occidental's books and records pursuant to Section 220 of the Delaware General Corporation Law (the Section 220 Demand). On June 14, 2019, Occidental filed an answer to the complaint in the Court of Chancery of the State of Delaware. A trial was held on September 20, 2019, and the court dismissed the Icahn Complaint. The Icahn Complainants appealed and oral arguments occurred in February 2020. On March 25, 2020, as part of the Director Appointment and Nomination Agreement, the Icahn Complainants agreed to (i) withdraw and not renew its Section 220 Demand and (ii) pursuant to the Rules of the Supreme Court of the State of Delaware, (1) stipulate to the dismissal with prejudice of the appeal filed by the Icahn Complainants in the Supreme Court of the State of Delaware in the case of High River Ltd. P'ship v. Occidental Petroleum Corp. and (2) use reasonable best efforts to obtain Court approval of such stipulation of dismissal.

In August 2019, Sanchez Energy Corporation and certain of its affiliates (Sanchez) filed voluntary petitions for reorganization under Chapter 11 of the United States Bankruptcy Code. Sanchez is a party to agreements with Anadarko as a result of its 2017 purchase of Anadarko's Eagle Ford Shale assets. In a recent filing in the bankruptcy proceeding, Sanchez stated that it intends to reject all agreements related to the purchase of Anadarko's Eagle Ford Shale assets. If Sanchez is permitted to reject certain of the agreements, then Anadarko may owe deficiency payments to various third parties. The Company intends to defend vigorously any attempt by Sanchez to reject the agreements.

The ultimate outcome and impact of outstanding lawsuits, claims and proceedings on Occidental cannot be predicted. Management believes that the resolution of these matters will not, individually or in the aggregate, have a material adverse effect on Occidental's Consolidated Condensed Balance Sheets. If unfavorable outcomes of these matters were to occur, future results of operations or cash flows for any particular quarterly or annual period could be materially adversely affected. Occidental's estimates are based on information known about the legal matters and its experience in contesting, litigating and settling similar matters. Occidental reassesses the probability and estimability of contingent losses as new information becomes available.

TAX MATTERS

During the course of its operations, Occidental is subject to audit by tax authorities for varying periods in various federal, state, local and foreign tax jurisdictions. For the legacy Occidental group, taxable years through 2016 for U.S. federal income tax purposes have been audited by the U.S. Internal Revenue Service (IRS) pursuant to its Compliance Assurance Program and subsequent taxable years are currently under review. Taxable years through 2009 have been audited for state income tax purposes. While a single foreign tax jurisdiction is open for 2002, all other significant audit

matters in foreign jurisdictions have been resolved through 2010. During the course of tax audits, disputes have arisen and other disputes may arise as to facts and matters of law.

For Anadarko, its taxable years through 2016 for U.S. federal and state income tax purposes have been audited by the IRS and respective state taxing authorities. There are outstanding significant audit matters in one foreign jurisdiction. As stated above, during the course of tax audits, disputes have arisen and other disputes may arise as to facts and matters of law. Other than the matter discussed below, Occidental believes that the resolution of these outstanding tax matters would not have a material adverse effect on its consolidated financial position or results of operations. Anadarko received an \$881 million tentative refund in 2016 related to its \$5.2 billion Tronox Adversary Proceeding settlement payment in 2015. In September 2018, Anadarko received a statutory notice of deficiency from the IRS disallowing the net operating loss carryback and rejecting Anadarko's refund claim. As a result, Anadarko filed a petition with the U.S. Tax Court to dispute the disallowances in November 2018. The case is currently in the IRS appeals process. If the matter is not resolved in the IRS appeals process, Occidental expects to continue pursuing resolution in the U.S. Tax Court. While Occidental believes it is entitled to this refund, in accordance with ASC 740's guidance on the accounting for uncertain tax positions, as of March 31, 2020, Occidental has recorded no tax benefit on the tentative cash tax refund of \$881 million. As a result, should Occidental not ultimately prevail on the issue, there would be no additional tax expense recorded for financial statement purposes other than future interest. A liability was recorded in deferred credits and other liabilities - other at December 31, 2019, for the amount to be repaid plus interest in the event Occidental does not prevail.

On March 27, 2020, the President signed into law the Coronavirus Aid, Relief and Economic Security Act (hereafter, CARES Act), an economic stimulus package in response to the COVID-19 pandemic. The CARES Act contains several corporate income tax provisions, including provisions allowing for immediate refund of remaining unutilized AMT credits as well as allowing a 5-year carryback of net operating losses generated in tax years 2018, 2019, and 2020. Occidental anticipates a cash refund of approximately \$195 million as a result of the aforementioned AMT credit and NOL carryback provisions enacted as of March 31, 2020. However, Occidental does not currently expect the various provisions of the CARES Act to have a material effect on current income tax expense or the realizability of deferred income tax assets. Occidental will continue to monitor additional guidance issued by the U.S. Treasury Department and the Internal Revenue Service.

INDEMNITIES TO THIRD PARTIES

Occidental, its subsidiaries, or both, have indemnified various parties against specified liabilities those parties might incur in the future in connection with purchases and other transactions that they have entered into with Occidental. These indemnities usually are contingent upon the other party incurring liabilities that reach specified thresholds. As of March 31, 2020, Occidental is not aware of circumstances that it believes would reasonably be expected to lead to indemnity claims that would result in payments materially in excess of reserves.

NOTE 11 - ENVIRONMENTAL LIABILITIES AND EXPENDITURES

Occidental's operations are subject to stringent federal, state, local and international laws and regulations related to improving or maintaining environmental quality. The laws that require or address environmental remediation, including CERCLA and similar federal, state, local and international laws, may apply retroactively and regardless of fault, the legality of the original activities or the current ownership or control of sites. OPC or certain of its subsidiaries participate in or actively monitor a range of remedial activities and government or private proceedings under these laws with respect to alleged past practices at operating, closed and third-party sites. Remedial activities may include one or more of the following: investigation involving sampling, modeling, risk assessment or monitoring; cleanup measures including removal, treatment or disposal; or operation and maintenance of remedial systems. The environmental proceedings seek funding or performance of remediation and, in some cases, compensation for alleged property damage, punitive damages, civil penalties, injunctive relief and government oversight costs.

ENVIRONMENTAL REMEDIATION

As of March 31, 2020, Occidental participated in or monitored remedial activities or proceedings at 177 sites. The following table presents Occidental's current and non-current environmental remediation liabilities as of March 31, 2020. The current portion, \$160 million, is included in accrued liabilities and the non-current portion, \$1.0 billion, in deferred credits and other liabilities - environmental remediation liabilities.

Occidental's environmental remediation sites are grouped into four categories: sites listed or proposed for listing by the U.S. Environmental Protection Agency (EPA) on the CERCLA National Priorities List (NPL) and three categories of non-NPL sites — third-party sites, Occidental-operated sites and closed or non-operated Occidental sites.

<i>millions, except number of sites</i>	Number of Sites	Remediation Balance
NPL sites	37	\$ 459
Third-party sites	73	301
Occidental-operated sites	17	152
Closed or non-operated Occidental sites	50	265
Total	177	\$ 1,177

As of March 31, 2020, Occidental's environmental remediation liabilities exceeded \$10 million each at 19 of the 177 sites described above, and 101 of the sites had liabilities from zero to \$1 million each. Based on current estimates, Occidental expects to expend funds corresponding to approximately 45 percent of the period-end remediation balance at the sites described above over the next three to four years and the remaining balance at these sites over the subsequent 10 or more years. Occidental believes its range of reasonably possible additional losses beyond those liabilities recorded for environmental remediation at these sites could be up to \$1.1 billion. The status of Occidental's involvement with the sites and related significant assumptions, including those sites indemnified by Maxus Energy Corporation (Maxus), has not changed materially since December 31, 2019.

MAXUS ENVIRONMENTAL SITES

When Occidental acquired Diamond Shamrock Chemicals Company (DSCC) in 1986, Maxus, a subsidiary of YPF S.A. (YPF), agreed to indemnify Occidental for a number of environmental sites, including the Diamond Alkali Superfund Site (Site) along a portion of the Passaic River. On September 17, 2016, Maxus and several affiliated companies filed for Chapter 11 bankruptcy in Federal District Court in the State of Delaware. Prior to filing for bankruptcy, Maxus defended and indemnified Occidental in connection with clean-up and other costs associated with the sites subject to the indemnity, including the Site.

In March 2016, the EPA issued a Record of Decision (ROD) specifying remedial actions required for the lower 8.3 miles of the Lower Passaic River. The ROD does not address any potential remedial action for the upper nine miles of the Lower Passaic River or Newark Bay. During the third quarter of 2016, and following Maxus's bankruptcy filing, Occidental and the EPA entered into an Administrative Order on Consent (AOC) to complete the design of the proposed clean-up plan outlined in the ROD at an estimated cost of \$165 million. The EPA announced that it will pursue similar agreements with other potentially responsible parties.

Occidental has accrued a reserve relating to its estimated allocable share of the costs to perform the design and remediation called for in the AOC and the ROD, as well as for certain other Maxus-indemnified sites. Occidental's accrued estimated environmental reserve does not consider any recoveries for indemnified costs. Occidental's ultimate share of this liability may be higher or lower than the reserved amount, and is subject to final design plans and the resolution of Occidental's allocable share with other potentially responsible parties. Occidental continues to evaluate the costs to be incurred to comply with the AOC, the ROD, and to perform remediation at other Maxus-indemnified sites in light of the Maxus bankruptcy and the share of ultimate liability of other potentially responsible parties. In June 2018, Occidental filed a complaint under CERCLA in Federal District Court in the State of New Jersey against numerous potentially responsible parties for reimbursement of amounts incurred or to be incurred to comply with the AOC, the ROD, or to perform other remediation activities at the Site.

In June 2017, the court overseeing the Maxus bankruptcy approved a Plan of Liquidation (Plan) to liquidate Maxus and create a trust to pursue claims against YPF, Repsol, and others to satisfy claims by Occidental and other creditors for past and future cleanup and other costs. In July 2017, the court-approved Plan became final and the trust became effective. Among other responsibilities, the trust will pursue claims against YPF, Repsol and others and distribute assets to Maxus' creditors in accordance with the trust agreement and Plan. In June 2018, the trust filed its complaint against YPF and Repsol in Delaware bankruptcy court asserting claims based upon, among other things, fraudulent transfer and alter ego. On February 15, 2019, the bankruptcy court denied Repsol's and YPF's motions to dismiss the complaint.

NOTE 12 - RETIREMENT AND POSTRETIREMENT BENEFIT PLANS

Occidental has various defined benefit pension plans for certain domestic union, non-union hourly and foreign national employees. In addition, Occidental also provides medical and other benefits for certain active, retired and disabled employees and their eligible dependents.

In conjunction with the Acquisition, Occidental acquired certain Anadarko contributory and non-contributory defined benefit pension plans, which include both qualified and supplemental plans, and plans that provide health care and life insurance benefits for certain retired employees. The Anadarko pension and postretirement obligations were remeasured as of the Acquisition date. The disclosures below exclude the Africa Assets classified as held for sale as of March 31, 2020.

Net periodic benefit costs related to pension benefits included a settlement gain of \$9 million, a curtailment gain of \$5 million and a \$16 million cost of special termination benefits for the three months ended March 31, 2020. The settlement and curtailment gains and the cost of special termination benefits for 2020 primarily relate to the separation program initiated in conjunction with the Acquisition. Excluding these items, net periodic benefit costs related to pension benefits were \$11 million and \$2 million for the three months ended March 31, 2020 and 2019, respectively.

Net periodic benefit costs related to postretirement benefits were \$20 million and \$14 million for the three months ended March 31, 2020 and 2019, respectively.

Occidental contributed approximately \$91 million and \$1 million in the three months ended March 31, 2020 and 2019, respectively, to its defined benefit plans. The increase in contributions is primarily due to distributions from the Anadarko supplemental plans related to the severance program described above.

NOTE 13 - EARNINGS PER SHARE AND STOCKHOLDERS' EQUITY

The following table presents the calculation of basic and diluted net income (loss) attributable to common stockholders per share:

<i>millions except per-share amounts</i>	Three months ended March 31,	
	2020	2019
Net income (loss)	\$ (2,013)	\$ 631
Less: Preferred stock dividends	(219)	—
Net income (loss) attributable to common stock	(2,232)	631
Less: Net income allocated to participating securities	—	(3)
Net income (loss) attributable to common stock, net of participating securities	\$ (2,232)	\$ 628
Weighted average number of basic shares	896.7	748.9
Basic earnings (loss) per common share	\$ (2.49)	\$ 0.84
Net income (loss) attributable to common stock, net of participating securities	\$ (2,232)	\$ 628
Weighted-average number of basic shares	896.7	748.9
Dilutive securities	—	1.6
Total diluted weighted-average common shares	896.7	750.5
Net income (loss) attributable to common stockholders per share—diluted	\$ (2.49)	\$ 0.84

PREFERRED STOCK

In connection with the Acquisition, Occidental issued 100,000 shares of series A preferred stock (the Preferred Stock), having a face value of \$100,000 per share. Dividends on the Preferred Stock will accrue on the face value at a rate per annum of 8 percent, but will be paid only when, as and if declared by Occidental's Board of Directors. The Board of Directors will assess market conditions and Occidental's financial position on a quarterly basis to determine whether the dividend on the Preferred Stock will be paid in shares of common stock, in cash or a combination of shares of common stock and cash. At any time, when such dividends have not been paid in full, the unpaid amounts will accrue dividends, compounded quarterly, at a rate per annum of 9 percent. Following the payment in full of any accrued but unpaid dividends, the dividend rate will remain at 9 percent per annum. If preferred dividends are not paid in full Occidental is prohibited from paying dividends on common stock.

In March 2020, the Board of Directors elected to declare its quarterly dividend on the Preferred Stock payable in April 2020 in shares of common stock. In accordance with the Certificate of Designations, the number of shares issued was calculated based on 90 percent of the average of the volume weighted average price over each of the ten consecutive trading days following the dividend declaration date. On April 15, 2020, Occidental issued approximately 17 million shares of common stock to the holders of Preferred Stock as of March 31, 2020. The shares of common stock associated with the April stock dividend and the potential shares of common stock associated with the Warrants were excluded from dilutive shares outstanding for the three months ended March 31, 2020, as they would have been anti-dilutive.

NOTE 14 - INDUSTRY SEGMENTS

Occidental conducts its operations through three segments: (1) oil and gas; (2) chemical; and (3) midstream and marketing. Income taxes, interest income, interest expense, environmental remediation expenses, Anadarko acquisition-related costs and unallocated corporate expenses are included under Corporate and Eliminations. Intersegment sales eliminate upon consolidation and are generally made at prices approximating those that the selling entity would be able to obtain in third-party transactions. The following table presents Occidental's industry segments:

<i>millions</i>	Oil and Gas	Chemical	Midstream and Marketing	Corporate and Eliminations	Total
Three months ended March 31, 2020					
Net sales	\$ 4,857	\$ 962	\$ 790	\$ (199)	\$ 6,410
Income (loss) from continuing operations before income taxes	\$ 179 ^(a)	\$ 186	\$ (1,287) ^(b)	\$ (1,173) ^(c)	\$ (2,095)
Income tax benefit	—	—	—	82	82
Income (loss) from continuing operations	\$ 179	\$ 186	\$ (1,287)	\$ (1,091)	\$ (2,013)
Three months ended March 31, 2019					
Net sales	\$ 2,351	\$ 1,059	\$ 816	\$ (222)	\$ 4,004
Income (loss) from continuing operations before income taxes	\$ 484	\$ 265	\$ 279	\$ (172)	\$ 856
Income tax expense	—	—	—	(225)	(225)
Income (loss) from continuing operations	\$ 484	\$ 265	\$ 279	\$ (397)	\$ 631

^(a) Includes \$317 million related to domestic asset impairments and other charges, \$952 million gain on the oil collars and calls and \$264 million related to foreign asset impairments for the three months ended March 31, 2020.

^(b) Includes \$1.4 billion impairment related to the write-off of goodwill and a loss from an equity investment related to WES's writeoff of its goodwill for the three months ended March 31, 2020.

^(c) Includes \$148 million in expenses related to Anadarko acquisition-related costs, \$669 million loss on interest rate swaps and \$84 million in warrant gains for the three months ended March 31, 2020.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A)

The following discussion should be read together with the Consolidated Condensed Financial Statements and the Notes to Consolidated Condensed Financial Statements, which are included in this report in Part I, Item 1; the information set forth in Risk Factors under Part II, Item 1A; the Consolidated Financial Statements and the Notes to the Consolidated Financial Statements, which are included in Part II, Item 8 of Occidental's Annual Report on Form 10-K for the year ended December 31, 2019 (the 2019 Form 10-K); and the information set forth in Risk Factors under Part I, Item 1A of the 2019 Form 10-K.

INDEX	PAGE
Cautionary Statement Regarding Forward-Looking Statements	29
Current Business Outlook	30
Consolidated Results of Operations	33
Segment Results of Operations and Items Affecting Comparability	34
Income Taxes	38
Liquidity and Capital Resources	39
Environmental Liabilities and Expenditures	39
Lawsuits, Claims, Commitments and Contingencies	40
Recently Adopted Accounting and Disclosure Changes	40

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

In this report, "Occidental" means Occidental Petroleum Corporation (OPC), or OPC and one or more entities in which it owns a controlling interest (subsidiaries). Portions of this report contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact are "forward-looking statements" for purposes of federal and state securities laws, and they include, but are not limited to: any projections of earnings, revenue or other financial items or future financial position or sources of financing; any statements of the plans, strategies and objectives of management for future operations or business strategy; any statements regarding future economic conditions or performance; any statements of belief; and any statements of assumptions underlying any of the foregoing. Words such as "estimate," "project," "predict," "will," "would," "should," "could," "may," "might," "anticipate," "plan," "intend," "believe," "expect," "aim," "goal," "target," "objective," "likely" or similar expressions that convey the prospective nature of events or outcomes are generally indicative of forward-looking statements. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this report. Unless legally required, Occidental does not undertake any obligation to update, modify or withdraw any forward-looking statements as a result of new information, future events or otherwise.

Although Occidental believes that the expectations reflected in any of our forward-looking statements are reasonable, actual results may differ from anticipated results, sometimes materially. Factors that could cause results to differ from those projected or assumed in any forward-looking statement include, but are not limited to: the extent to which Occidental is able to successfully integrate Anadarko Petroleum Corporation (Anadarko), manage expanded operations and realize the anticipated benefits of combining Occidental and Anadarko; the scope and duration of the COVID-19 pandemic and actions taken by governmental authorities and other third parties in response to the pandemic; Occidental's indebtedness and other payment obligations, including the need to generate sufficient cash flows to fund operations; Occidental's ability to successfully monetize select assets, repay or refinance debt and the impact of changes to Occidental's credit ratings; assumptions about energy markets and fluctuations in global and local commodity and commodity-futures prices; supply and demand considerations for, and the prices of, Occidental's products and services; actions by OPEC and non-OPEC oil producing countries; results from operations and competitive conditions; unexpected changes in costs; availability of capital resources, levels of capital expenditures and contractual obligations; the regulatory approval environment; not successfully completing, or any material delay of, field developments, expansion projects, capital expenditures, efficiency projects, acquisitions or dispositions; uncertainties and liabilities associated with acquired and divested properties and businesses; risks associated with acquisitions, mergers and joint ventures, such as difficulties integrating businesses, uncertainty associated with financial projections, projected synergies, restructuring, increased costs and adverse tax consequences; uncertainties about the estimated quantities of oil, natural gas and natural gas liquids reserves; lower-than-expected production from development projects or acquisitions; Occidental's ability to realize the anticipated benefits from prior or future streamlining actions to reduce fixed costs, simplify or improve processes and improve Occidental's competitiveness; exploration, drilling or other operational risks; disruptions to, capacity constraints in, or other limitations on the pipeline systems that deliver Occidental's oil and natural gas and other processing and transportation considerations; general economic conditions, including slowdowns, domestically or internationally, and volatility in the securities, capital or credit markets; uncertainty from the expected discontinuance of LIBOR and transition to any other interest rate benchmark; adverse tax consequences; governmental actions and political conditions and events; legislative or regulatory changes; environmental risks and liability under international, provincial, federal, regional, state, tribal, local and foreign environmental laws and regulations (including remedial actions); asset and goodwill impairments; litigation; disruption or interruption of production or manufacturing or facility damage due to accidents, chemical releases, labor unrest, weather, natural disasters, cyber-attacks or insurgent activity; the creditworthiness and performance of our counterparties; failure of risk management; Occidental's ability to retain and hire key personnel; reorganization or restructuring of Occidental's operations; changes in tax rates; and actions by third parties that are beyond Occidental's control. The unprecedented nature of the COVID-19 pandemic and recent market decline may make it more difficult to identify potential risks, give rise to risks that are currently unknown or amplify the impact of known risks.

Additional information concerning these and other factors can be found in Occidental's filings with the U.S. Securities and Exchange Commission, including Occidental's 2019 Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

CURRENT BUSINESS OUTLOOK

Occidental's operations, financial condition, cash flows and levels of expenditures are highly dependent on oil prices and, to a lesser extent, natural gas and NGL prices, the Midland to Gulf Coast oil spreads and the prices it receives for its chemical products. Beginning in the first quarter of 2020, the worldwide economy has been severely impacted by the ongoing effects of the COVID-19 pandemic, which has resulted in a dramatic reduction in oil and gas demand as travel restrictions and stay-at-home orders are in place for much of the world. In March 2020, despite falling demand, certain members of the Organization of the Petroleum Exporting Countries and its broader partners (OPEC+) announced their intention to increase crude oil production, and the resulting oversupply led to further declines in oil and gas prices. Since March 6, 2020, the date that OPEC+ did not initially agree on production cuts, the spot price for West Texas Intermediate (WTI) fell approximately 63 percent, closing on March 31, 2020 at \$20.48. On April 12, 2020, certain members of OPEC+ agreed to production cuts intended to mitigate the oil supply and demand imbalance to stabilize prices; however, these production cuts are not expected to be enough to offset near-term demand loss attributable to the COVID-19 pandemic and near-term oil prices have continued to decline throughout April 2020. As of April 30, 2020, the oil futures price for the remainder of calendar 2020 is down approximately 20% from March 31, 2020. In addition, oil spreads and pricing at physical markets have been negatively impacted and domestic storage capacity is expected to be fully utilized by the end of May 2020. We expect that oil prices and the availability of storage capacity in the near-term will continue to be influenced by the duration and severity of the COVID-19 pandemic and its resulting impact on oil and gas demand and the extent to which countries abide by the OPEC+ production agreement.

LIQUIDITY

In response to the dramatic drop in oil prices, Occidental has taken significant measures to reduce its 2020 capital expenditures and cash operating and corporate costs to increase its liquidity. Specifically, Occidental has:

- Reduced its 2020 capital budget to a range of \$2.4 to \$2.6 billion from \$5.2 to \$5.4 billion, a midpoint reduction of more than 50%;
- Made significant cuts to its 2020 operating and corporate costs that are expected to result in cash savings of over \$1.0 billion, including significant salary reductions for officers and employees;
- Announced the Board of Directors' intention on March 10, 2020 to reduce the quarterly common stock dividend to \$0.11 per share from \$0.79 per share, effective July 2020, subject to Board approval, which on an annualized basis will reduce its dividend outlay by approximately \$2.4 billion to enhance Occidental's liquidity;
- Elected to pay its quarterly dividend on the Series A preferred stock in the form of shares of common stock, in lieu of cash, for the second quarter 2020, preserving \$200 million of liquidity. The Board of Directors will assess market conditions and Occidental's financial position on a quarterly basis to determine whether the Series A preferred stock dividend will be paid in shares of common stock, in cash or a combination of shares of common stock and cash; and
- Availed itself of certain temporary tax and deferred pension funding measures included in the Coronavirus Aid, Relief and Economic Security (CARES) Act, which is expected to increase its 2020 liquidity by an estimated \$275 million.

Occidental entered into three-way oil collar derivative instruments in 2019 to reduce its exposure to commodity-price risk and increase the predictability of near-term cash flows. As of March 31, 2020, these three-way oil collars covered 350 MBOED for the remainder of calendar year 2020. As of March 31, 2020, Occidental had a receivable of \$108 million associated with these instruments, which was received in April 2020, and the remaining net fair value of the three-way collars was \$776 million. See [Note 6 - Derivatives](#) in the Notes to Consolidated Condensed Financial Statements in Part I, Item 1 of this Form 10-Q.

Occidental believes that the significant actions outlined above enhance its liquidity position to fund its operations. Occidental will continue to evaluate the economic environment as well as the commodity price environment and may make further adjustments to its levels of expenditures, operating and corporate costs and dividends. However, the ultimate impact of the COVID-19 pandemic on Occidental's results of operations, cash flows and financial position are unknown, and those impacts could be material. Additionally, actions taken in response to the current macro-environment may result in the long-term reduction of its capital expenditure and production profile.

DEBT MATURITIES

As of March 31, 2020, Occidental had \$2.0 billion of cash and cash equivalents on hand, and as of the date of this filing, \$5 billion of borrowing capacity under its existing revolving credit facility (RCF) which matures in 2023. Occidental has debt maturities of approximately \$6.4 billion in 2021 (including \$2.4 billion due in the first quarter of 2021) and \$4.7 billion in 2022. In addition, Occidental's Zero Coupon senior notes due 2036 (Zero Coupons) have an aggregate principal amount due at maturity of approximately \$2.3 billion in 2036. The Zero Coupons can be put to Occidental in

October of each year, in whole or in part, for the then-accreted value of the outstanding Zero Coupons. The Zero Coupons can next be put to Occidental in October 2020, which, if put in whole, would require a payment of \$992 million at such date. Occidental currently has the intent and ability to meet this obligation using amounts available under the RCF should the put right be exercised.

Occidental continues to pursue divestitures of certain assets and intends to use the proceeds from any asset sales to repay its nearer-term debt maturities, but the expected timing and final proceeds from such asset sales are uncertain. While Occidental currently expects its cash on hand and funds available under its RCF to be sufficient to meet its debt maturities, operating expenditures and other obligations for the next twelve months from the date of this filing; given the inherent uncertainty associated with the duration and severity of the COVID-19 pandemic and its resulting impact on oil demand, Occidental may need to seek additional liquidity sources, extend debt maturities, or both, to fund its operations.

DEBT RATINGS

In March 2020, Occidental's long-term debt credit ratings were downgraded. As of March 31, 2020, Occidental's long-term debt was rated BB+ by both Standard and Poor's (S&P) and Fitch Ratings (Fitch), and Ba1 by Moody's Investors Service (Moody's). The downgrade in credit ratings could impact Occidental's ability to access capital and increase its cost of capital. In addition, as a result of the credit ratings downgrades, Occidental may be requested, and in some cases required, to provide collateral in the form of letters of credit, surety bonds, cash or other acceptable support as financial assurance of its performance and payment obligations under certain contractual arrangements such as pipeline transportation contracts, oil and gas purchase contracts and certain derivative instruments. As of the date of this filing, Occidental has provided financial assurances through a combination of cash, surety bonds, and letters of credit made available to us on a bilateral basis and have not issued any letters under the RCF. For additional information, see Risk Factors in Part 1, Item 1A of Occidental's 2019 Form 10-K.

IMPACT OF COVID-19 PANDEMIC TO GLOBAL OPERATIONS

Occidental is focused on protecting the health and safety of its employees and contractors during the COVID-19 pandemic. Occidental has already implemented workplace restrictions, including guidance for our employees to work remotely if able, in our offices and work sites for health and safety reasons and are continuing to monitor national, state and local government directives. To date, Occidental has not incurred any significant disruptions to its day-to-day operations as a result of any workplace restrictions related to the COVID-19 pandemic.

Occidental's current and future operations are impacted by the low crude oil price environment. Measures taken by management to reduce 2020 capital and operating expenditures to increase liquidity have resulted in certain onshore oil and gas production to be temporarily shut-in resulting in declines in future production. In addition to temporary shut-ins, Occidental and other U.S. producers started reducing drilling operations as early as mid-March 2020. Domestic crude oil supply continues to exceed demand, which has led to record level of storage builds across the United States and globally. As storage capacity fills, possibly as early as the end of May 2020, Occidental may be forced to curtail some portion of our production. Depending on the length and severity of the current environment and management's response, additional declines in production declines may occur.

POTENTIAL FOR ADDITIONAL FUTURE IMPAIRMENTS

The precipitous fall in oil prices resulted in Occidental recognizing asset impairments of approximately \$534 million in the first quarter of 2020. These impairments were primarily associated with project cancellations, expiring leaseholds as a result of the decrease in near-term capital spending and assets nearing the end of their productive life. Since March 31, 2020, the near-term futures price for oil has decreased, as inventory and supply imbalances, and limitations on available domestic storage capacity, have magnified as a result of the pandemic-related drop in demand for oil. As such, based on the conditions existing as of the date of this filing, it is likely that most, if not all, of Occidental's oil and properties will be tested for impairment during the second quarter of 2020, which could result in additional non-cash asset impairments, and such impairments could be material to Occidental's consolidated financial statements. Occidental's net book value with respect to its proved and unproved oil and gas properties was \$67 billion as of March 31, 2020. This includes \$44 billion related to oil and gas properties that were recorded at fair value as of the date of the Acquisition. The three-year average WTI oil futures price was approximately \$51 per barrel on the date the Acquisition closed.

In addition, in the first quarter of 2020 Occidental fully impaired \$1.2 billion of goodwill that was related to its investment in WES. Given the significant drop in WES's market capitalization from year-end 2019, Occidental determined that it was more likely than not that the fair value of the reporting unit was below the carrying value of the reporting unit. Occidental's equity method investment carrying amount in WES is \$4.8 billion as of March 31, 2020. The initial carrying amount was established based on WES's market capitalization as of December 31, 2019 upon Occidental's loss of control of WES's general partner, and accordingly, Occidental has concluded that the short-term loss in value did not meet the other-than-temporary criteria under accounting literature governing equity method investments as of March 31, 2020. However, if WES's unit price remains significantly below its year-end 2019 unit price

for a sustained period of time, Occidental would be required to reduce the carrying amount of its equity method investment in WES.

PROVED RESERVES

Occidental's proved reserves are estimated using the unweighted arithmetic average of the first-day-of-the-month price for each month within the applicable year. The average prices used to compute proved reserves at December 31, 2019, were \$55.69 per barrel for WTI, \$63.03 per barrel for Brent, and \$2.58 per MMBtu for Henry Hub. The current commodity price environment is significantly lower than the average prices above, closing at \$20.48 per barrel for WTI, \$22.74 per barrel for Brent and \$1.64 per MMBtu for Henry Hub on March 31, 2020. The average first-day-of-the-month prices for first five months of 2020 are \$39.49 per barrel for WTI, \$45.17 per barrel for Brent, and \$1.80 per MMBtu for Henry Hub. If commodity prices continue to remain below the average prices used to estimate December 2019 proved reserves, Occidental would expect negative price-related reserve revisions during 2020, the magnitude of which could be significant. In addition, as Occidental lowers its projected capital spending this could result in a material amount of proved undeveloped reserves no longer being supportable within a five-year development plan and thus no longer meeting the criteria to be classified as proved. Occidental had proved undeveloped reserves of 904 MMBOE at December 31, 2019.

The most significant ongoing financial statement effect from a change in Occidental's oil and gas reserves or impairment of its proved properties would be to the DD&A rate. For example, a 5% increase or decrease in the amount of oil and gas reserves would change the DD&A rate by approximately \$1.15 per barrel, which would increase or decrease pre-tax income by approximately \$530 million annually at current production rates.

CONSOLIDATED RESULTS OF OPERATIONS

Occidental reported a loss from continuing operations of \$2.0 billion for the first quarter of 2020 on net sales of \$6.4 billion, compared to income from continuing operations of \$631 million on net sales of \$4.0 billion for the first quarter of 2019. Diluted earnings from continuing operations per share was a loss of \$2.49 for the first quarter of 2020 compared to earnings of \$0.84 for the first quarter of 2019.

Excluding the impact of asset impairments, gains on the oil collars and calls, net losses on the interest rate swaps and acquisition-related costs the decrease in income from continuing operations for the three months ended March 31, 2020, compared to the same periods in 2019, is primarily related to lower crude oil prices, lower realized caustic soda prices and lower marketing margins, the effects of which were partially offset by higher crude oil production volumes acquired with the Acquisition.

SELECTED STATEMENTS OF OPERATIONS ITEMS

Net sales increased for the three months ended March 31, 2020, compared to the same period in 2019, primarily due to increased production from the assets acquired through the Acquisition. These results were partially offset by lower oil prices.

Oil and gas operating expense and transportation expense increased for the three months ended March 31, 2020, compared to the same period in 2019, primarily due to higher production costs for surface operations and maintenance due to increased production as a result of the Acquisition. Purchased commodities increased for the three months ended March 31, 2020, compared to the same period in 2019, due to higher third-party crude purchases related to the midstream and marketing segment. DD&A (depreciation, depletion and amortization) expense increased for the three months ended March 31, 2020, compared to the same period in 2019, primarily due to depreciation associated with assets acquired through the Acquisition.

Interest and debt expense, net, increased for the three months ended March 31, 2020, compared to the same period in 2019, due to the increase in debt issued to partially fund the Acquisition, as well as the debt assumed through the Acquisition.

The decrease in the provision for income taxes for the three months ended March 31, 2020 compared to the same period in 2019 reflects lower pre-tax income which is primarily offset by the impairment of the WES goodwill and foreign assets, for which the company receives no tax benefit.

The difference between the 4 percent effective tax rate for the first quarter of 2020 and the 21 percent U.S. federal statutory tax rate is primarily driven by the impairment of the WES goodwill and foreign assets, for which the company receives no tax benefit.

SEGMENT RESULTS OF OPERATIONS AND ITEMS AFFECTING COMPARABILITY

SEGMENT RESULTS OF OPERATIONS

Occidental's principal businesses consist of three reporting segments: oil and gas, chemical, and midstream and marketing. The oil and gas segment explores for, develops and produces oil and condensate, natural gas liquids (NGL) and natural gas. The chemical segment (OxyChem) mainly manufactures and markets basic chemicals and vinyls. The midstream and marketing segment purchases, markets, gathers, processes, transports and stores oil, condensate, NGL, natural gas, carbon dioxide (CO₂) and power. It also trades around its assets, including transportation and storage capacity, and invests in entities that conduct similar activities such as Western Midstream Partners, L.P. (WES).

The following table sets forth the sales and earnings of each operating segment and corporate items for the three months ended March 31, 2020, and 2019:

<i>millions</i>	Three months ended March 31,	
	2020	2019
Net sales ^(a)		
Oil and Gas	\$ 4,857	\$ 2,351
Chemical	962	1,059
Midstream and Marketing	790	816
Eliminations	(199)	(222)
Total	\$ 6,410	\$ 4,004
Income from continuing operations		
Oil and Gas	\$ 179 ^(b)	\$ 484
Chemical	186	265
Midstream and Marketing	(1,287) ^(c)	279
Total	\$ (922)	\$ 1,028
Unallocated corporate items		
Interest expense, net	(352)	(83)
Income tax benefit (expense)	82	(225)
Other items, net	(821) ^(d)	(89)
Income (loss) from continuing operations	\$ (2,013)	\$ 631

^(a) Intersegment sales eliminate upon consolidation and are generally made at prices approximating those that the selling entity would be able to obtain in third-party transactions.

^(b) Includes \$317 million related to domestic asset impairments and other charges, \$952 million gain on the oil collars and calls and \$264 million related to foreign asset impairments for the three months ended March 31, 2020.

^(c) Includes \$1.4 billion impairment related to the write-off of goodwill and a loss from an equity investment related to WES's write-off of its goodwill for the three months ended March 31, 2020.

^(d) Includes \$148 million in expenses related to Anadarko acquisition-related costs, \$669 million loss on interest rate swaps and \$84 million in warrant gains for the three months ended March 31, 2020.

ITEMS AFFECTING COMPARABILITY

The following table sets forth items affecting the comparability of Occidental's earnings that either arose in connection with the Acquisition or vary widely and unpredictably in nature, timing, and amount:

<i>millions</i>	Three months ended March 31, 2020	
Oil and Gas		
Asset impairments - domestic	\$	(317)
Asset impairments - international		(264)
Oil collars mark-to-market gain		952
Total oil and gas	\$	371
Midstream and Marketing		
Goodwill impairment and equity losses	\$	(1,458)
Corporate		
Anadarko acquisition-related costs	\$	(148)
Interest rate swaps mark-to-market loss		(669)
Gains on warrants		84
Total corporate	\$	(733)
Tax effect of items affecting comparability		
		55
Total	\$	(1,765)

There were no items affecting comparability for the three months ended March 31, 2019.

OIL AND GAS SEGMENT

Oil and gas segment earnings were \$179 million for the three months ended March 31, 2020, compared with segment earnings of \$484 million for the same period of 2019. Excluding the impact of asset impairments and other charges and gains on the oil collars and calls, the decrease in earnings primarily reflected lower realized crude oil, NGL and natural gas prices, partially offset by higher crude oil, NGL and natural gas sales volumes mostly due to added production from the Acquisition.

The following table sets forth the total sales volumes per day for oil and NGL in thousands of barrels (MBBL) or millions of cubic feet per day for natural gas (MMCF):

	Three months ended March 31,	
	2020	2019
Sales Volumes per Day		
Oil (MBBL)		
United States	662	277
Middle East	85	139
Latin America	35	27
NGL (MBBL)		
United States	230	79
Middle East	33	34
Natural Gas (MMCF)		
United States	1,695	389
Middle East	528	544
Latin America	8	6
Total Continuing Operations Volumes (MBOE) ^(a)	1,417	713
Discontinued Operations - Africa	78	—
Total Sales Volumes (MBOE) ^(a)	1,495	713

^(a) Natural gas volumes have been converted to barrels of oil equivalent (BOE) based on energy content of six MCF of gas to one barrel of oil. Barrels of oil equivalent does not necessarily result in price equivalence.

Average daily sales volumes from continuing operations were 1,417 thousands of barrels of oil equivalent per day (MBOED) for the first quarter of 2020, compared to 713 MBOED for the first quarter of 2019. The increase in average daily sales volumes from continuing operations of 704 MBOED is primarily due to acquired production from the Acquisition, including 326 MBOED in the DJ Basin, 180 MBOED in the Delaware Basin and 163 MBOED in the Gulf of Mexico.

The following table presents information about Occidental's average realized prices and index prices:

	Three months ended March 31,	
	2020	2019
Average Realized Prices		
Oil (\$/BBL)		
United States	\$ 45.71	\$ 48.38
Middle East	\$ 57.75	\$ 60.50
Latin America	\$ 47.20	\$ 55.52
Total Worldwide	\$ 47.08	\$ 52.62
NGL (\$/BBL)		
United States	\$ 11.98	\$ 16.79
Middle East	\$ 18.85	\$ 21.30
Total Worldwide	\$ 12.82	\$ 18.14
Natural Gas (\$/MCF)		
United States	\$ 1.18	\$ 1.36
Latin America	\$ 6.62	\$ 7.37
Total Worldwide	\$ 1.32	\$ 1.55
Average Index Prices		
WTI oil (\$/BBL)	\$ 46.17	\$ 54.90
Brent oil (\$/BBL)	\$ 50.95	\$ 63.90
NYMEX gas (\$/MCF)	\$ 2.05	\$ 3.24
Average Realized Prices as Percentage of Average Index Prices		
Worldwide oil as a percentage of average WTI	102 %	96 %
Worldwide oil as a percentage of average Brent	92 %	82 %
Worldwide NGL as a percentage of average WTI	28 %	33 %
Domestic natural gas as a percentage of average NYMEX	58 %	42 %

CHEMICAL SEGMENT

Chemical segment earnings for the three months ended March 31, 2020, and 2019 were \$186 million and \$265 million, respectively. The decline in the first quarter of 2020 primarily reflected a decline in realized caustic soda prices slightly offset by lower raw material ethylene and natural gas costs.

MIDSTREAM AND MARKETING SEGMENT

Midstream and marketing segment loss for the three months ended March 31, 2020 was \$1.3 billion compared with earnings of \$279 million for the same period in 2019. Segment losses for the three months ended March 31, 2020 included impairments and related charges of \$1.4 billion, primarily related to the impairment of goodwill related to WES, a loss from an equity investment related to WES's write-off of its goodwill and impairments to record inventory at the lower of cost or net realizable value. Excluding these impairments, midstream and marketing earnings declined compared to the prior period mainly due to the decline in crude oil spreads on increased marketing volume as a result of the Acquisition, lower sulfur prices impacting gas processing and lower pipeline income from the sale of the Plains equity investment in the third quarter of 2019.

INCOME TAXES

The following table sets forth the calculation of the worldwide effective tax rate for income from continuing operations:

<i>millions, except percentages</i>	Three months ended March 31,	
	2020	2019
Income (loss) from continuing operations before income taxes	\$ (2,095)	\$ 856
Income tax (expense) benefit		
Federal and state	90	(74)
Foreign	(8)	(151)
Total income tax (expense) benefit	\$ 82	\$ (225)
Income (loss) from continuing operations	\$ (2,013)	\$ 631
Worldwide effective tax rate	4 %	26 %

The difference between the 4 percent effective tax rate for the first quarter of 2020 and the 21 percent U.S. federal statutory tax rate is primarily driven by the impairment of the WES goodwill and foreign assets, for which the company receives no tax benefit.

On March 27, 2020, the President signed into law the Coronavirus Aid, Relief and Economic Security Act (hereafter, CARES Act), an economic stimulus package in response to the COVID-19 pandemic. The CARES Act contains several corporate income tax provisions, including provisions allowing for immediate refund of remaining unutilized AMT credits as well as allowing a 5-year carryback of net operating losses generated in tax years 2018, 2019, and 2020. Occidental anticipates a cash refund of approximately \$195 million as a result of the aforementioned AMT credit and NOL carryback provisions enacted as of March 31, 2020. However, Occidental does not currently expect the various provisions of the CARES Act to have a material effect on current income tax expense or the realizability of deferred income tax assets. Occidental will continue to monitor additional guidance issued by the U.S. Treasury Department and the Internal Revenue Service.

LIQUIDITY AND CAPITAL RESOURCES

At March 31, 2020, Occidental had \$2.0 billion in cash and cash equivalents and \$0.2 billion in restricted cash and restricted cash equivalents, which was primarily associated with a benefits trust for former Anadarko employees that was funded as part of the Acquisition. Restricted cash within the benefits trust will be made available to Occidental as payments are made to former Anadarko employees. Refer to the Current Business Outlook section of the Management's Discussion and Analysis for actions Occidental has taken to improve its liquidity position in the current business environment.

Operating cash flow from continuing operations was \$1.2 billion for the first three months of 2020, compared to \$0.9 billion for the same period of 2019. The increase in operating cash flow from continuing operations mainly reflected higher production, which was partially offset by lower oil prices and Acquisition-related costs.

Occidental's net cash used by investing activities from continuing operations was \$1.5 billion for the first three months of 2020, compared to \$1.4 billion for the same period of 2019. Capital expenditures for the first three months of 2020 and 2019 were \$1.3 billion, of which substantially all was for the oil and gas segment. The primary use of cash for investing activities was capital expenditures related to Permian assets.

Occidental's net cash used by financing activities from continuing operations was \$1.0 billion for the first three months of 2020, compared to \$0.8 billion cash used for the same period of 2019. Cash used by financing activities for the first three months of 2020 mainly reflected the payment of dividends.

As of March 31, 2020, and as of the date of this filing, Occidental was in compliance with all covenants of its financing agreements. While Occidental currently expects its cash on hand and funds available under its RCF to be sufficient to meet its debt maturities, operating expenditures and other obligations for the next twelve months from the date of this filing; given the inherent uncertainty associated with the duration and severity of the COVID-19 pandemic and its resulting impact on oil demand, Occidental may need to seek additional liquidity sources, extend debt maturities, or both, to fund its operations.

For more information regarding upcoming debt maturities, liquidity-improvement initiatives and the impact of the COVID-19 pandemic and challenging oil and gas demand environment on Occidental's liquidity and capital resources, see the Current Business Outlook section of the Management's Discussion and Analysis.

ENVIRONMENTAL LIABILITIES AND EXPENDITURES

Occidental's operations are subject to stringent federal, state, local and foreign laws and regulations related to improving or maintaining environmental quality. Occidental's environmental compliance costs have generally increased over time and are expected to rise in the future. Occidental factors environmental expenditures for its operations as an integral part of its business planning process.

The laws that require or address environmental remediation, including CERCLA and similar federal, state, local and international laws, may apply retroactively and regardless of fault, the legality of the original activities or the current ownership or control of sites. OPC or certain of its subsidiaries participate in or actively monitor a range of remedial activities and government or private proceedings under these laws with respect to alleged past practices at operating, closed and third-party sites. Remedial activities may include one or more of the following: investigation involving sampling, modeling, risk assessment or monitoring; cleanup measures including removal, treatment or disposal; or operation and maintenance of remedial systems. The environmental proceedings seek funding or performance of remediation and, in some cases, compensation for alleged property damage, punitive damages, civil penalties, injunctive relief and government oversight costs.

See [Note 11 - Environmental Liabilities and Expenditures](#) in the Notes to the Consolidated Condensed Financial Statements in Part I, Item 1 of this Form 10-Q and to the Environmental Liabilities and Expenditures section of Management's Discussion and Analysis of Financial Condition and Results of Operations in the 2019 Form 10-K for additional information regarding Occidental's environmental liabilities and expenditures.

LAWSUITS, CLAIMS, COMMITMENTS AND CONTINGENCIES

Occidental accrues reserves for outstanding lawsuits, claims and proceedings when it is probable that a liability has been incurred and the liability can be reasonably estimated. Occidental has disclosed its reserve balances for environmental remediation matters and its estimated range of reasonably possible additional losses for such matters. See Note 10 - Lawsuits, Claims, Commitments and Contingencies, in the Notes to Consolidated Condensed Financial Statements in Part I, Item 1 of this Form 10-Q for further information.

RECENTLY ADOPTED ACCOUNTING AND DISCLOSURE STANDARDS

See Note 2 - Accounting and Disclosure Changes, in the Notes to Consolidated Condensed Financial Statements in Part I, Item 1 of this Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Occidental's primary market risks are attributable to fluctuations in commodity prices and interest rates. These risks can affect revenues and cash flows, and Occidental's risk-management policies provide for the use of derivative instruments to manage these risks. The types of commodity derivative instruments used by Occidental include futures, swaps, options and fixed-price physical-delivery contracts. The volume of commodity derivatives entered into by Occidental is governed by risk-management policies and may vary from year to year. Both exchange and over-the-counter traded derivative instruments may be subject to margin-deposit requirements, and Occidental may be required from time to time to deposit cash or provide letters of credit with exchange brokers or counterparties to satisfy these margin requirements. For additional information relating to Occidental's derivative and financial instruments, see Note 6-Derivatives in the Notes to Consolidated Condensed Financial Statements in Part I, Item 1 of this Form 10-Q.

COMMODITY PRICE RISK

Occidental's most significant market risk relates to prices for oil, natural gas, and NGL. Management expects energy prices to remain unpredictable and potentially volatile. As energy prices decline or rise significantly, revenues and cash flows are likewise affected. In addition, a non-cash write-down of Occidental's oil and gas properties may be required if commodity prices experience further declines or persist at current levels.

Since March 31, 2020, the near-term futures price for oil has decreased, as inventory and supply imbalances, and limitations on available domestic storage capacity, have magnified as a result of the pandemic-related drop in demand for oil. As such, based on the conditions existing as of the date of this filing, it is likely that most, if not all, of Occidental's oil and properties will be tested for impairment during the second quarter of 2020, which could result in additional non-cash asset impairments, and such impairments could be material to Occidental's consolidated financial statements. Occidental's net book value with respect to its proved and unproved oil and gas properties was \$67 billion as of March 31, 2020. This includes \$44 billion related to oil and gas properties that were recorded at fair value as of the date of the Acquisition. The three-year average WTI oil futures price was approximately \$51 per barrel on the date the Acquisition closed.

DERIVATIVE INSTRUMENTS HELD FOR NON-TRADING PURPOSES

As of March 31, 2020, Occidental had derivative instruments in place to reduce the price risk associated with future crude oil production of 350 thousand barrels per day. As of March 31, 2020, these derivative instruments were at a \$776 million net derivative asset position.

The following table shows a sensitivity analysis based on both a five-percent and ten-percent change in commodity prices and their effect on the net derivative asset position of \$776 million at March 31, 2020:

millions except percentages

Percent change in commodity prices	Resulting net fair value position-asset (liability)	Change to fair value from March 31, 2020 position
+ 5%	\$ 720	\$ (56)
- 5%	\$ 822	\$ 46
+ 10%	\$ 654	\$ (122)
- 10%	\$ 860	\$ 84

INTEREST RATE RISK

Occidental acquired interest rate swap contracts in the Acquisition. Occidental pays a fixed interest rate and receives a floating interest rate indexed to three-month London Inter-Bank Offered Rate (LIBOR). The swaps have an initial term of 30 years with mandatory termination dates in September 2021 through 2023 and a total notional amount of \$1.5 billion as of March 31, 2020. As of March 31, 2020, Occidental had a net liability of \$1.9 billion based on the fair value of the swaps of negative \$2.1 billion netted against \$204 million in posted cash collateral. A 25-basis point decrease in implied LIBOR rates over the term of the swaps would result in an additional liability of approximately \$270 million on these swaps.

As of March 31, 2020, Occidental had variable-rate debt with a notional value of \$4.5 billion outstanding. A 25-basis point increase in LIBOR interest rates would increase gross interest expense approximately \$11 million per year.

As of March 31, 2020, Occidental had fixed-rate debt with a fair value of \$18.0 billion outstanding. A 25-basis point change in Treasury rates would change the fair value of the fixed-rate debt approximately \$230 million.

Item 4. Controls and Procedures

Occidental's President and Chief Executive Officer and its Senior Vice President and Chief Financial Officer supervised and participated in Occidental's evaluation of the effectiveness of its disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this report. Based upon that evaluation, Occidental's President and Chief Executive Officer and Senior Vice President and Chief Financial Officer concluded that Occidental's disclosure controls and procedures were effective as of March 31, 2020.

Except as described below, there has been no change in Occidental's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934) during the three months ended March 31, 2020, that has materially affected, or is reasonably likely to materially affect, Occidental's internal control over financial reporting.

In January 2020, Occidental implemented an Enterprise Resource Planning (ERP) system for certain of its legacy U.S. businesses. As a result of this implementation, certain internal controls over financial reporting have been automated, modified or implemented to address the new environment associated with the implementation of this type of system. While Occidental believes that this new system will strengthen the internal control system, there are inherent risks in implementing any new system and Occidental will continue to evaluate these control changes as part of its assessment of internal control over financial reporting.

In the first quarter of 2020, Occidental continued the process of integrating Anadarko into its operations and internal control processes, resulting in some of Anadarko's historical internal controls over financial reporting being superseded by Occidental's internal controls over financial reporting. Management will continue to integrate Anadarko's historical internal controls over financial reporting with Occidental's internal controls over financial reporting, which may lead to changes in Occidental's or Anadarko's historical internal controls over financial reporting in future fiscal periods.

Part II Other Information

Item 1. Legal Proceedings

On April 13, 2020, the Colorado Oil and Gas Conservation Commission (COGCC) held a hearing on its Notice of Alleged Violation against Kerr McGee Oil & Gas Onshore LP, a subsidiary of the Company as a result of the Acquisition. The notice and hearing relate to an incident that occurred before the Acquisition. The COGCC approved a \$18.25 million penalty, the majority of which will be used to pay for various public projects in the State of Colorado.

For information regarding legal proceedings, see Note - 10 Lawsuits, Claims, Commitments and Contingencies in the Notes to Consolidated Condensed Financial Statements, in Part I, Item 1 of this Form 10-Q.

Item 1A. Risk Factors

Other than as set forth below, there have been no material changes to the disclosure presented in the 2019 Form 10-K under Part I Item 1A.

The COVID-19 pandemic has adversely affected our business, and the ultimate effect on our operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted.

The COVID-19 pandemic has adversely affected the global economy, disrupted global supply chains and created significant volatility in the financial markets. In addition, the pandemic has resulted in travel restrictions, business closures and the institution of quarantining and other restrictions on movement in many communities. As a result, there has been a significant reduction in demand for and prices of crude oil, natural gas and NGL. If the reduced demand for and prices of crude oil, natural gas and NGL continue for a prolonged period, our operations, financial condition, cash flows, level of expenditures and the quantity of estimated proved reserves that may be attributed to our properties may be materially and adversely affected. Our operations also may be adversely affected if significant portions of our workforce are unable to work effectively, including because of illness, quarantines, government actions, or other restrictions in connection with the pandemic. We have already implemented workplace restrictions, including guidance for our employees to work remotely if able, in our offices and work sites for health and safety reasons and are continuing to monitor national, state and local government directives where we have operations and/or offices. Further, our business plan, including our financing and liquidity plan, includes, among other things, planned divestitures. If general economic conditions or conditions in the energy industry continue to deteriorate or persist at current levels for an extended period of time, we may not be able to complete these transactions on favorable terms, in a timely manner or at all. The extent to which the COVID-19 pandemic adversely affects our business, results of operations, and financial condition will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic and actions taken by governmental authorities and other third parties in response to the pandemic. The COVID-19 pandemic may also materially adversely affect our operating and financial results in a manner that is not currently known to us or that we do not currently consider to present significant risks to our operations.

Crude oil prices declined significantly in the first quarter of 2020 and have continued to decline. If oil prices continue to decline or remain at current levels for a prolonged period, our operations and financial condition may be materially and adversely affected.

In the first quarter of 2020 and through the beginning of the second quarter, crude oil prices have fallen sharply and dramatically, due in part to significantly decreased demand as a result of the COVID-19 pandemic and the announcement by Saudi Arabia of a significant increase in its maximum crude oil production capacity as well as the announcement by Russia that previously agreed upon oil production cuts between members of OPEC+ would expire on April 1, 2020, and the ensuing expiration thereof. On April 12, 2020, members of OPEC+ agreed to certain production cuts; however, these cuts are not expected to be enough to offset near-term demand loss attributable to the COVID-19 pandemic. Prices for WTI crude oil were over \$60 per barrel at the beginning of 2020 before declining significantly through March and further declining into April, when the WTI price went negative, and closed at \$18.84 per barrel on April 30, 2020. If crude oil prices continue to decline or remain at current levels for a prolonged period, our operations, financial condition, cash flows, level of expenditures and the quantity of estimated proved reserves that may be attributed to our properties may be materially and adversely affected.

As domestic demand for crude oil has declined substantially due to the COVID-19 pandemic, we cannot ensure that there will be a physical market for our production at economic prices until markets stabilize.

As a result of low commodity prices, we have curtailed a portion of our estimated crude oil production and may store rather than sell additional crude oil production in the near future. Additionally, the excess supply of oil could lead to further curtailments by our crude oil purchasers. We have contracted for additional storage capacity and will incur incremental costs for such services beginning in the second quarter of 2020. In addition, U.S. storage capacity is expected to be fully subscribed by the end of May 2020. While we believe that the shutting-in of such production will not impact the productivity of such wells when reopened, there is no assurance we will not have a degradation in well performance upon returning those wells to production. The storing or shutting in of a portion of our production can also result in increased costs under our midstream and other contracts. Any of the foregoing could result in an adverse impact on our revenues, financial position and cash flows.

We may reduce, suspend or cease to pay dividends on our common stock.

We can provide no assurance that we will continue to pay dividends at the current rate or at all. On March 10, 2020, we announced that our Board of Directors approved a reduction in our quarterly dividend to \$0.11 per share from \$0.79 per share, effective July 2020; however, the amount of any future cash dividends to be paid on our common stock, if at all, is determined by our Board of Directors based on our financial condition, results of operations, cash flows, levels of capital and exploration expenditures, future business prospects, expected liquidity needs, and other matters that our Board of Directors deems relevant.

We have recorded impairments of our proved and unproved oil and gas properties and will continue to assess further impairments in the future.

Given the abrupt decline in oil commodity prices beginning in March 2020 and changes to management's development plans resulting therefrom, our oil and gas segment recognized pre-tax impairment and related charges of \$581 million related to both proved and unproved oil and gas properties and a lower of cost or net realizable value adjustment for crude inventory. We identified certain proved oil and gas assets which would be significantly impacted in the near term due to declines in prices and changes in management's development plans. A subsequent analysis identified proved properties in Oman and to a lesser extent the Gulf of Mexico where estimated undiscounted future cash flows did not exceed their carrying value. We recorded proved property impairments of \$293 million to write-down these assets and other proved properties to their estimated fair value. Unproved property impairments, of approximately \$241 million, primarily relate to domestic onshore undeveloped leases and offshore Gulf of Mexico where we no longer intend to pursue exploration, appraisal or development activities primarily due to the reduction in near-term capital plans. If the macro-economic conditions that exist as of the date of this filing continue or worsen, it is likely that most, if not all, of our oil and properties will be tested for impairment during the second quarter, which could result in additional non-cash asset impairments, and such impairments could be material to our financial statements. See Note 7 - Fair-Value Measurements in the Notes to Consolidated Condensed Financial Statements in Part I, Item 1 of this Form 10-Q for additional information.

Our ability to use net operating losses and certain other tax attributes to offset future taxable income may be limited.

Under Section 382 of the Internal Revenue Code of 1986, as amended, and corresponding provisions of state law, if a corporation undergoes an "ownership change," which is generally defined as a greater than 50 percent change, by value, in its equity ownership over a three-year period, the corporation's ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes to offset its post-change income or taxes may be limited. We have net operating loss carryforwards and other tax attributes, such as tax credits, and we expect to generate additional net operating loss carryforwards and tax attributes as a result of our operations. We do not believe the use of our net operating loss carryforwards and other tax attributes is currently subject to a material limitation as a result of a change in ownership under Section 382. However, the combination of certain prior transactions and the April stock dividend to the holders of Preferred Stock have resulted in a significant change, by value, in our equity ownership. Accordingly, there is a possibility that we may undergo an ownership change in the future, including as a result of acquisitions of our stock by third parties or other transactions involving our equity, that results in a material limitation on our ability to use our net operating loss carryforwards or other tax attributes to offset future taxable income or taxes. Such a limitation could materially and adversely affect our operating results by effectively increasing our future tax obligations.

Item 6. Exhibits

3.1	Amended and Restated By-laws of Occidental Petroleum Corporation as of March 25, 2020 (filed as Exhibit 3.1 to the Current Report on Form 8-K of Occidental dated March 24, 2020 (date of earliest event reported), filed March 25, 2020, File No. 1-9210).
3.2	Certificate of Designations of Series B Junior Participating Preferred Stock of Occidental Petroleum Corporation (filed as Exhibit 3.1 to the Current Report on Form 8-K of Occidental dated March 12, 2020 (date of earliest event reported), filed March 13, 2020, File No. 1-9210).
4.1	Rights Agreement, dated as of March 12, 2020, between Occidental Petroleum Corporation and Equiniti Trust Company, as Rights Agent (filed as Exhibit 4.1 to the Current Report on Form 8-K of Occidental dated March 12, 2020 (date of earliest event reported), filed March 13, 2020, File No. 1-9210).
10.1#*	Form of Occidental Petroleum Corporation 2015 Long-Term Incentive Plan Cash Return on Capital Employed Incentive Award (applicable to annual grants made in 2020).
10.2#*	Form of 2020 Occidental Petroleum Corporation 2015 Long-Term Incentive Plan Total Shareholder Return Incentive Award.
10.3#*	Form of Occidental Petroleum Corporation 2015 Long-Term Incentive Plan Stock Option Award.
10.4#*	Form of Occidental Petroleum Corporation 2015 Long-Term Incentive Plan Stock Appreciation Right Award.
10.5#*	Occidental Petroleum Corporation Executive Severance Plan.
10.6#*	Form of 2020 Occidental Petroleum Corporation 2015 Long-Term Incentive Plan Special Restricted Stock Unit Incentive Award.
10.7#	Occidental Petroleum Corporation Savings Plan, Amended and Restated as of March 25, 2020 (filed as Exhibit 4.7 to the Registration Statement on Form S-8 of Occidental dated March 26, 2020, File No. 333-237414).
10.8	Director Appointment and Nomination Agreement dated March 25, 2020 by and among the Icahn Group, Occidental and, solely with respect to the provisions applicable to the New Independent Director, Margarita Paláu-Hernández (filed as Exhibit 10.1 to the Current Report on Form 8-K of Occidental dated March 24, 2020 (date of earliest event reported), filed March 25, 2020, File No. 1-9210).
10.9	Amendment No. 1 to Amended and Restated Revolving Credit Agreement, dated as of March 23, 2020, among Occidental Petroleum Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (filed as Exhibit 10.1 to the Current Report on Form 8-K of Occidental dated March 18, 2020 (date of earliest event reported), filed March 24, 2020, File No. 1-9210).
10.10	Amendment No. 1 to Term Loan Agreement, dated as of March 23, 2020, among Occidental Petroleum Corporation, the lenders party thereto and Citibank, N.A. as Administrative Agent. (filed as Exhibit 10.2 to the Current Report on Form 8-K of Occidental dated March 18, 2020 (date of earliest event reported), filed March 24, 2020, File No. 1-9210).
31.1*	Certification of CEO Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of CFO Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certifications of CEO and CFO Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	Inline XBRL Instance Document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

Indicates a management contract or compensatory plan or arrangement.

* Filed herewith.

** Furnished herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

OCCIDENTAL PETROLEUM CORPORATION

May 6, 2020

/s/ Christopher O. Champion

Christopher O. Champion

Vice President, Chief Accounting Officer and Controller

**OCCIDENTAL PETROLEUM CORPORATION
2015 LONG-TERM INCENTIVE PLAN**

**NOTICE OF GRANT
OF CASH RETURN ON CAPITAL EMPLOYED INCENTIVE AWARD
(Equity-based and Equity-settled Award)**

Pursuant to the Occidental Petroleum Corporation 2015 Long-Term Incentive Plan, as the same may be amended from time to time (the “**Plan**”), Occidental Petroleum Corporation (“**Occidental**” and, with its Subsidiaries, the “**Company**”) grants you (the “**Grantee**”) an award on the terms and conditions set forth herein (the “**Award**”). By accepting this Award, the Grantee agrees, to the extent not contrary to applicable law, to (i) the terms and conditions of the Plan and this Notice of Grant of Cash Return on Capital Employed Incentive Award (the “**Notice of Grant**”), (ii) the Standard Award Terms and Conditions set out on Attachment 1 hereto, including the arbitration provisions thereof (the “**Terms and Conditions**”), and (iii) the General Terms of Employment set out on Attachment 2 hereto, which, in the case of (ii) and (iii), are incorporated in this Notice of Grant by reference. Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. This Notice of Grant (along with the Terms and Conditions and all other incorporated attachments and exhibits) and the Award evidenced hereby are collectively referred to as the “**Award Agreement**.”

Date of Grant:

Award Type and Description:

Restricted Stock Units granted pursuant to Section 6(e) of the Plan that have been designated as a Performance Award under Section 6(k) of the Plan (referred to herein as “**Performance Shares**”), which Award is a bookkeeping entry that represents the right to receive a number of shares of Stock up to 200% of the Target Performance Shares (defined below), subject to the terms and conditions of the Award Agreement.

The Grantee's right to receive payment of this Award in an amount ranging from 0% to 200% of the number of Target Performance Shares, rounded up to the nearest whole share, shall vest and become earned and nonforfeitable upon (i) the Grantee's satisfaction of the continued service requirements described below under “**Vesting Schedule and Forfeiture**” and (ii) the Committee's certification of the level of achievement of the Performance Goal (defined below). The number of Performance Shares actually earned upon satisfaction of the foregoing requirements are referred to herein as the “**Earned Performance Shares**.”

Target Number of Shares:

See Morgan Stanley “StockPlan Connect/Stock-Based Awards/Awarded” for the target number of Performance Shares subject to the Award (the “**Target Performance Shares**”).

Performance Period:

Vesting Schedule and Forfeiture:

Vesting Date. The Grantee must remain in the continuous employ of the Company from the Date of Grant through the last day of the Performance Period (the “**Vesting Date**”) to be eligible to receive payment of this Award, subject to the level of achievement of the Performance Goal. The continuous employment of the Grantee will not be deemed to have been interrupted by reason of the transfer of the Grantee's employment among the Company and its affiliates or an approved leave of absence.

Termination of Employment. Notwithstanding the foregoing, if, prior to the Vesting Date, the Grantee (i) dies, (ii) becomes permanently disabled while in the employ of the Company and the Company terminates the Grantee's employment as a result thereof, (iii) Retires (as defined below) less than 12 months after the Date of Grant or (iv) is terminated by the Company without Cause (each of the foregoing, a "**Forfeiture Event**"), then a *pro rata* portion of the Target Performance Shares (the "**Pro Rata Unvested Performance Shares**") shall remain eligible for payment following the date of the Forfeiture Event, subject to the level of achievement of the Performance Goal at the end of the Performance Period or the occurrence of a Change in Control, and all other Target Performance Shares shall be immediately forfeited. The number of Pro Rata Unvested Performance Shares shall be determined by multiplying the total number of Target Performance Shares granted hereunder by a fraction, the numerator of which is the number of days between the first day of the Performance Period and the Forfeiture Event and the denominator of which is the total number of days in the Performance Period. Following a Forfeiture Event, the number of Performance Shares that may become Earned Performance Shares may range from 0% to 200% of Pro Rata Unvested Performance Shares, as described below under "*Performance Goal*."

If the Grantee Retires 12 months or more after the Date of Grant but prior to the Vesting Date ("**Post-One Year Retirement**"), then none of the Target Performance Shares will be reduced or forfeited and the Grantee will remain eligible to receive payment with respect to all Target Performance Shares following the date of such Retirement, subject to the level of achievement of the Performance Goal at the end of the Performance Period or the occurrence of a Change in Control. Following the Grantee's Post-One Year Retirement, the number of Performance Shares that may become Earned Performance Shares may range from 0% to 200% of Target Performance Shares, as described below under "*Performance Goal*."

If the Grantee terminates employment voluntarily (other than due to Retirement) or is terminated for Cause before the Vesting Date, then the Award will terminate automatically on the date of such termination and the Grantee shall immediately forfeit all Target Performance Shares.

"**Retires**" or "**Retirement**" means the Grantee's voluntary resignation from employment with the Company under circumstances which the Committee, in its sole discretion, determines at the time of such resignation to constitute "Retirement" for purposes of this Award. For the avoidance of doubt, the Committee's determination of whether "Retirement" has occurred shall be made on an individual Award basis, and "Retirement" treatment for any one Award shall not require that all Awards held by the Grantee will receive "Retirement" treatment.

Change in Control. If a Change in Control occurs following a Forfeiture Event but prior to the Vesting Date, then 100% of the Pro Rata Unvested Performance Shares shall become immediately vested and nonforfeitable and deemed to be Earned Performance Shares as of the date of the Change in Control (without regard to the level of achievement of the Performance Goal). For the avoidance of doubt, Target Performance Shares previously forfeited as a result of the Forfeiture Event shall not become vested pursuant to this paragraph.

If a Change in Control occurs following the Grantee's Post-One Year Retirement but prior to the Vesting Date, then 100% of the Target Performance Shares shall become immediately vested and nonforfeitable and deemed to be Earned Performance Shares as of the date of the Change in Control (without regard to the level of achievement of the Performance Goal).

If a Forfeiture Event has not occurred and a Change in Control occurs prior to the Vesting Date, then 100% of the Target Performance Shares will be deemed to be Earned Performance Shares and will automatically convert into the same number of shares of Restricted Stock. The shares of Restricted Stock may not be transferred, assigned, sold, pledged, exchanged or otherwise encumbered or disposed of by the Grantee, except as provided for within the Plan, and are subject to a risk of forfeiture. In order for restrictions to lapse and the shares of Restricted Stock to become vested and nonforfeitable, the Grantee must remain in the continuous employ of the Company from the date of the Change in Control through the earliest to occur of (i) the Vesting Date, (ii) the date within 12 months following the date of the Change in Control on which the Grantee's employment is terminated by the Company without Cause or by the Grantee for Good Reason (the "**CIC Related Vesting Date**") or (iii) the Grantee's Post-One Year Retirement; provided that, if the Grantee experiences a Forfeiture Event after the Change in Control and prior to the Vesting Date (*i.e.*, if the Grantee dies, becomes permanently disabled while in the employ of the Company and the Company terminates the Grantee's employment as a result thereof, Retires less than 12 months after the Date of Grant, or is terminated by the Company without Cause after 12 months following the date of the Change in Control), then only a *pro rata* portion of the shares of Restricted Stock (determined by multiplying the total number of shares of Restricted Stock granted by a fraction, the numerator of which is the number of days between the first day of the Performance Period and the Forfeiture Event and the denominator of which is the total number of days in the Performance Period) shall become immediately vested and nonforfeitable, and all other shares of Restricted Stock shall be immediately forfeited. Notwithstanding the foregoing provisions of this paragraph, prior to the occurrence of the Change in Control, the Committee may determine in its sole discretion that a termination of employment by the Company without Cause or by the Grantee for Good Reason within 12 months following the date of the Change in Control shall not result in full acceleration of vesting as described above and shall instead result in (a) in the case of a termination without Cause within 12 months following the date of the Change in Control, *pro rata* vesting as described above for a Forfeiture Event occurring after the Change in Control and (b) in the case of a resignation for Good Reason within 12 months following the date of the Change in Control, the forfeiture of this Award. Any such determination by the Committee is binding on the Grantee.

Except as otherwise provided in the Award Agreement, the Grantee shall have all of the rights of a stockholder with respect to the shares of Restricted Stock received upon conversion of Earned Performance Shares pursuant to this paragraph, including the right to vote such shares and, subject to the terms and conditions described below under "*Dividends, Voting and Other Rights*," to receive any dividends that may be paid thereon; provided, that any and all such dividends shall be subject to the same restrictions as the underlying shares of Restricted Stock.

Performance Goal: The “**Performance Goal**” for the Performance Period is based on the attainment of at least a minimum Cash Return on Capital Employed (“**CROCE**”) over the Performance Period, as set forth below.

Calculation of CROCE. CROCE over the Performance Period shall be calculated as the simple average of the CROCE calculated for each of the three years in the Performance Period. For each year in the Performance Period, CROCE shall be calculated by taking (i) cash flows from operating activities before changes in working capital plus any distributions from Western Midstream Partners, LP which are included in cash flows from investing activities for such year, in each case as derived from the Company's Form 10-K, divided by (ii) the average of the opening and closing balance of total equity plus total debt for such year, as reported in the Company's Form 10-K. At the end of the Performance Period, the CROCE shall be calculated by the Committee in its good faith discretion, and the result of Occidental's average CROCE shall determine the percentage of the Target Performance Shares that may become Earned Performance Shares as follows:

If Occidental's average CROCE is above ___% and below ___% at the end of the Performance Period, the number of Earned Performance Shares shall be calculated using linear interpolation such that an amount of Target Performance Shares between ___% and ___% become Earned Performance Shares.

Payment of Award: Payment for Earned Performance Shares will be made solely in shares of Stock (in shares of Restricted Stock, in the case of the occurrence of a Change in Control), which will be issued to the Grantee as promptly as practicable after the Committee's certification of attainment of the Performance Goal (which such payment and certification shall occur no later than 70 days following the end of the Performance Period) or the occurrence of a Change in Control (which such payment shall occur no later than 70 days following the date of the Change in Control), as applicable (the “**Payment Trigger Date**”), and in any event no later than the 15th day of the third month following the end of the first taxable year in which the Performance Shares are no longer subject to a substantial risk of forfeiture.

*Dividends, Voting and
Other Rights:*

Performance Shares are not shares of Stock and have no voting rights or, except as described in this paragraph, dividend rights. With respect to each Performance Share subject to this Award, the Grantee is also awarded Dividend Equivalents with respect to one share of Stock, which means that, in the event that Occidental declares and pays a cash dividend on its outstanding Stock and, on the record date for such dividend, the Grantee holds Performance Shares that have not been settled (including settlement through conversion into Restricted Stock) or forfeited pursuant to the terms of the Award Agreement, then the Grantee will be credited on the books and records of Occidental with an amount equal to the amount per share of any such cash dividend for each outstanding Performance Share. The Grantee will be credited with such Dividend Equivalents for the period beginning on the Date of Grant and ending on the applicable Payment Trigger Date or, if earlier, the date the Grantee forfeits his rights with respect to the Performance Shares. Occidental will pay in cash to the Grantee an amount equal to (i) the Dividend Equivalents credited to such Grantee, adjusted as necessary to reflect the number of Earned Performance Shares, plus (ii) if applicable, the amount of any cash dividends accumulated with respect to any shares of Restricted Stock received as described above under "*Vesting Schedule and Forfeiture—Change in Control*," as promptly as may be practicable after (A) the Committee certifies the attainment of the Performance Goal, or (B) if a Change in Control has occurred, the earliest to occur of (1) the Vesting Date, (2) the CIC Related Vesting Date, (3) the Grantee's Post-One Year Retirement and (4) a Forfeiture Event occurring after a Change in Control, as applicable, and in any event no later than the 15th day of the third month following the end of the taxable year in which the Dividend Equivalents or dividends, as applicable, are no longer subject to a substantial risk of forfeiture. For purposes of clarity, if Performance Shares or shares of Restricted Stock are forfeited by the Grantee, then the Grantee shall also forfeit the Dividend Equivalents and/or dividends, if any, accrued with respect to such Performance Shares and/or shares of Restricted Stock.

ATTACHMENT 1

OCCEIDENTAL PETROLEUM CORPORATION 2015 LONG-TERM INCENTIVE PLAN STANDARD AWARD TERMS AND CONDITIONS

The following Standard Award Terms and Conditions (these “**Terms and Conditions**”) are set forth as of the Date of Grant specified in the Notice of Grant to which these Terms and Conditions are attached (the “**Notice of Grant**”), by and between Occidental Petroleum Corporation (“**Occidental**” and, with its Subsidiaries, the “**Company**”), and the eligible individual (the “**Grantee**”) receiving the award described in the Notice of Grant (the “**Award**”). The Award is granted in accordance with the Occidental Petroleum Corporation 2015 Long Term Incentive Plan, as may be amended from time to time (the “**Plan**”). Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. These Terms and Conditions, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the “**Award Agreement**.”

1. **Acceptance of Award.** If the Grantee fails to accept the Award on or before the 45th day following the Date of Grant, then, notwithstanding any other provision of the Award Agreement, the Grantee shall forfeit all rights under the Award (including all shares of Occidental common stock, \$0.20 par value (“**Stock**”), and any dividend equivalents with respect thereto) and the Award will become null and void. For purposes of the Award Agreement, acceptance of the Award shall occur on the date the Grantee accepts the Award through Morgan Stanley StockPlan Connect or any replacement online system designated by the Company.
2. **No Employment Contract.** Nothing in the Award Agreement confers upon the Grantee any right with respect to continued employment by the Company, nor limits in any manner the right of the Company to terminate the employment or adjust the compensation of the Grantee. Unless otherwise agreed in a writing signed by the Grantee and an authorized representative of the Company, the Grantee’s employment with the Company is at will and may be terminated at any time by the Grantee or the Company.
3. **Restrictions on Transfer.** Neither the Award Agreement nor any right to receive shares of Stock or cash pursuant to the Award Agreement may be transferred or assigned by the Grantee other than in accordance with the transfer restrictions set forth in the Plan.
4. **Taxes and Withholding.**
 - a. Regardless of any action the Company takes with respect to any or all income tax (including U.S. Federal, state and local tax and non-U.S. tax), social insurance, payroll tax, payment on account or other tax-related items related to the Grantee’s participation in the Plan and legally applicable to the Grantee (“**Tax-Related Items**”), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee’s responsibility and may exceed the amount, if any, actually withheld by the Company. The Grantee further acknowledges that the Company (i) makes no representations or undertakings regarding the

treatment of any Tax-Related Items in connection with any aspect of the Award, including, as applicable, the grant, vesting or settlement of the Award and the receipt of any dividends or Dividend Equivalents thereon; and (ii) does not commit to and is under no obligation to structure the terms of the grant or any other aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Grantee acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

- b. Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company to withhold all applicable Tax-Related Items legally payable by the Grantee in connection with the grant, vesting or settlement of the Award and/or the issuance of any shares of Stock or the payment of any cash or other consideration pursuant to the Award in accordance with the Notice of Grant, from any cash and shares of Stock that are to be paid or issued to the Grantee pursuant to the Award (including any dividends or Dividend Equivalents), in any combination as determined by the Committee, and, if not sufficient, from the Grantee's wages or other cash compensation. The Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's receipt of the Award that cannot be satisfied by the means previously described.
5. **Compliance with Law.** The Company will make reasonable efforts to comply with all applicable U.S. Federal, state and local laws and non-U.S. laws, and the Company will not issue any shares of Stock or other securities pursuant to the Award Agreement if such issuance would result in a violation of any such law. Further, if it is not feasible for the Company to comply with these laws with respect to the grant, vesting or settlement of the Award, then the Award may be cancelled without any compensation or additional benefits provided to the Grantee as a result of the cancellation.
6. **Relation to Other Benefits.** The benefits received by the Grantee under the Award Agreement will not be taken into account in determining any benefits to which the Grantee may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company, including the amount of any life insurance coverage available to any beneficiary of the Grantee under any life insurance plan covering employees of the Company. Additionally, the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses or long-service awards. The grant of the Award does not create any contractual or other right to receive future grants of, or benefits in lieu of, awards under the Plan, even if the Grantee has a history of receiving awards under the Plan or other cash or stock awards.

7. **Beneficial Ownership Requirements.** If the Grantee (a) was a Named Executive Officer (as defined in Item 402 of Regulation S-K under the Exchange Act) for the last completed fiscal year prior to vesting of the Award, and (b) is, as of the date of vesting of the Award, subject to Occidental's Executive Stock Ownership Guidelines, as in effect from time to time (the "***Ownership Guidelines***"), and the Grantee's Stock holdings fail as of such date to satisfy the applicable requirements of the Ownership Guidelines, then the Grantee shall retain Beneficial Ownership (as defined in Rule 16a-1(a)(2) under the Exchange Act) of shares of Stock equal to not less than 50% of the net after-tax shares of Stock, if any, received under the Award until the Grantee satisfies the applicable requirements of the Ownership Guidelines (the "***Beneficial Ownership Period***"). Compliance with the foregoing requirement shall be determined by reference to the reports filed by the Grantee on Forms 3, 4 and 5, as applicable, pursuant to Section 16(a) of the Exchange Act, and the aggregate number of shares of Stock reported as Beneficially Owned during the Beneficial Ownership Period shall not be less than the sum of the number of shares of Stock then required to be so owned pursuant to the Award Agreement and the terms and conditions of any other grant containing this or a similar requirement.
8. **Golden Parachute Policy.** Notwithstanding any provision in the Award Agreement to the contrary, no payment shall be made with respect to the Award that would cause the total payments made to the Grantee to exceed the limits in Occidental's Golden Parachute Policy, as in effect from time to time.
9. **Adjustments.** The number and kind of securities covered by the Award are subject to adjustment as provided under the Plan, such as in order to prevent dilution or expansion of the Grantee's rights under the Award as a result of events such as stock dividends, stock splits or other changes in the capital structure of Occidental, or any merger, consolidation, spin-off, liquidation or other corporate transaction or event having a similar effect. If any such adjustment occurs, the Company will give the Grantee written notice of the adjustment.
10. **Amendments.** The Plan may be amended, altered, suspended, discontinued or terminated by the Board at any time, as provided in the Plan. Any amendment to the Plan will be deemed to be an amendment to the Award Agreement to the extent it is applicable to the Award; however, no amendment may materially and adversely affect the rights of the Grantee under the Award Agreement without the Grantee's consent. In addition, the Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate the Award Agreement, except as otherwise provided in the Plan; provided, that, without the Grantee's consent, no such Committee action may materially and adversely affect the rights of the Grantee under the Award.
11. **Severability.** If one or more of the provisions of the Award Agreement is invalidated for any reason by a court of competent jurisdiction, the invalidated provisions shall be deemed to be separable from the other provisions of the Award Agreement, and the remaining provisions of the Award Agreement will continue to be valid and fully enforceable.
12. **Entire Agreement; Relation to Plan; Interpretation.** Except as specifically provided in this Section 12, the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits)

and the Plan constitute the entire agreement between the Company and the Grantee with respect to the Award. The Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistent provisions between the Award Agreement and the Plan, the provisions of the Plan control. References to Sections and Attachments are to Sections of, and Attachments incorporated in, the Award Agreement unless otherwise noted. In the event of any inconsistent provisions between the Award Agreement and any employment agreement between the Grantee and the Company, the provisions of the Award Agreement control (except that, in the case of any inconsistency between any provisions regarding dispute resolution set forth in the employment agreement and the arbitration provisions of Section 22 below, the dispute resolution provisions of the employment agreement will control).

13. **Successors and Assigns.** Subject to any transfer or forfeiture restrictions set forth in the Notice of Grant, the provisions of the Award Agreement shall be for the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

14. **Beneficiaries.**

- a. The Grantee shall have the option of designating a beneficiary ("**Beneficiary**") to receive settlement of the Grantee's Award upon the Grantee's death.
- b. If no Beneficiary is designated at the time of the Grantee's death, or if no Beneficiary survives the Grantee, the Beneficiary shall be the Grantee's surviving spouse, or if the Grantee has no surviving spouse, the Grantee's surviving children equally, or if there are no surviving children, the Grantee's surviving parents equally, or if there is no surviving parent, the Grantee's surviving siblings equally, or if there is no sibling living, the Grantee's estate.
- c. In order to designate a Beneficiary or change a previous designation, the Grantee must complete a Long-Term Incentive Beneficiary Designation Form (the "**Form**"). Beneficiary designations submitted on other forms or in any other format will not be accepted. The Grantee should read the Form carefully, follow the instructions and complete the Form in its entirety according to the instructions, obtain any necessary signatures according to the Form, sign and date the Form, and return the Form to the Executive Compensation Department, c/o Occidental Petroleum Corporation, 5 Greenway Plaza, Suite 110, Houston, Texas, 77046. The Grantee should also keep a copy of the Form for the Grantee's records. Upon acceptance, the Grantee's designation will cancel any previous designations. The Grantee's Beneficiary designation shall not affect any designation by the Grantee under any other benefit plan.
- d. The Grantee should consider submitting a new Form if: (1) the Grantee's marital status changes, (2) one of the Grantee's previously designated Beneficiaries dies before the Grantee, or (3) the Grantee acquires or loses dependents. To determine the tax consequences associated with the Grantee's designation, it is recommended that the Grantee consult with a qualified tax advisor or estate planner.

15. **Governing Law.** The laws of the State of Delaware govern the interpretation, performance, and enforcement of the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits).
16. **Privacy Rights.** By accepting the Award, the Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in the Award Agreement by and among, as applicable, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company holds, or may receive from any agent designated by the Company, certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Stock held by the Grantee, directorships held in the Company, details of the Award or any other entitlement to cash or shares of Stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan, including complying with applicable tax and securities laws ("**Data**"). Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan. These recipients may be located in the Grantee's country or elsewhere, and may have different data privacy laws and protections than the Grantee's country. By accepting the Award, the Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes described above. The Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Committee in writing. Refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan.
17. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or future awards that may be granted under the Plan, if any, by electronic means or to request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.
18. **Grantee's Representations and Releases.**
 - a. By accepting the Award, the Grantee acknowledges that the Grantee has read the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and understands that (i) the grant of the Award is made voluntarily by Occidental in its discretion with no liability on the part of any of its direct or indirect Subsidiaries and that, if the Grantee is an employee of a Subsidiary and not Occidental, then the Grantee will be considered a third party of Occidental to whom the Award is granted; (ii) all decisions with respect to future awards, if any, will be at the sole discretion of

Occidental; (iii) the Grantee's participation in the Plan is voluntary; (iv) the Award is an extraordinary item that does not constitute a regular and recurring item of base compensation; (v) the future value of any shares of Stock issued and/or the future amount of cash, if any, payable pursuant to the Award cannot be predicted, and Occidental does not assume liability in the event the value of the Award or any such shares of Stock depreciates or has no value in the future; (vi) subject to the terms of any tax equalization agreement between the Grantee and the entity employing the Grantee, the Grantee will be solely responsible for the payment or nonpayment of taxes imposed or threatened to be imposed by any authority of any jurisdiction; and (vii) Occidental is not providing any tax, legal or financial advice with respect to the Award or the Grantee's participation in the Plan.

- b. In consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award or diminution in value of the Award or the shares of Stock issued pursuant to the Award resulting from termination of the Grantee's employment by the Company (for any reason whatsoever) and, to the extent permitted by law, the Grantee irrevocably releases the Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the Award, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such claim.

19. **Imposition of Other Requirements.** Occidental reserves the right to impose other requirements on the Grantee's participation in the Plan and on the Award, to the extent Occidental determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. **Compliance with Section 409A of the Code.** Unless specified otherwise in the Notice of Grant, the Award is intended to be exempt from the Nonqualified Deferred Compensation Rules. Notwithstanding the foregoing, to the extent that it is determined that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules, the Award Agreement shall be interpreted and administered in such a way as to comply with the applicable provisions of the Nonqualified Deferred Compensation Rules to the maximum extent possible. In addition, if the Award is subject to the Nonqualified Deferred Compensation Rules, then (i) the settlement of the Award or some portion of the Award may be delayed in accordance with the applicable terms of Section 9(n) of the Plan; (ii) any payment on a Change in Control event will be made only if the Change in Control also qualifies as a change of control event within the meaning of the Nonqualified Deferred Compensation Rules; and (iii) any determination by the Committee not to accelerate the Award on a Change in Control shall be made only to the extent such determination is consistent with the Nonqualified Deferred Compensation Rules. To the extent that the Board determines that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules and fails to comply with the requirements of the Nonqualified Deferred Compensation

Rules, the Board reserves the right (without any obligation to do so) to amend or terminate the Plan and/or amend, restructure, terminate or replace the Award in order to cause the Award to either not be subject to the Nonqualified Deferred Compensation Rules or to comply with the applicable provisions of such rule.

21. **Clawback.** The award shall be subject to the clawback provisions set forth in Section 9(m) of the Plan.
22. **Arbitration.** Except as otherwise provided in the Award Agreement, the Grantee and the Company agree to resolve any and all disputes between the Grantee and the Company (and any affiliate of the Company that may employ the Grantee), past, present or future, arising out of or in any way related to the Award Agreement or the Grantee's employment relationship with the Company (or any affiliate of the Company) through a final and binding arbitration administered by the American Arbitration Association (AAA) or another mutually agreed upon arbitration provider; provided, however, that the only claims subject to arbitration shall be those that, in the absence of the Award Agreement, could be brought in a court of law. Nothing herein shall be construed to reduce or eliminate the deference to the Plan Administrator that would otherwise be required prior to, or as part of a claim in court, procedurally or substantively. Subject to the foregoing, the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of the Award Agreement that would otherwise be subject to resolution in a court of law. However, the arbitrator's authority to resolve disputes shall not apply to the "**Class Action Waiver**" described below. Regardless of anything else in the Award Agreement and/or AAA rules or procedures, any dispute relating to the interpretation, applicability, or enforceability of the Class Action Waiver, or any dispute otherwise relating to whether the Award Agreement precludes a class or collective action proceeding, may only be determined by a court and not an arbitrator. In addition, provisional remedies such as a temporary restraining order or preliminary injunction may be pursued and secured in a court to prevent irreparable harm by either party without waiving or otherwise eliminating the requirement that all matters of final relief be decided through arbitration. In addition, any arbitration conducted pursuant to the Award Agreement shall be subject to the following additional terms and conditions:

(a) Exceptions. The arbitration obligation does not apply to claims for worker's compensation, state disability insurance and unemployment insurance benefits; however, it does apply to retaliation claims based upon seeking such benefits. It does not apply to claims for employee benefits under any benefit plan covered by the Employee Retirement Income Security Act of 1974 or funded by insurance unless the claim can otherwise be brought in a court of law (after the exhaustion of an administrative or alternative remedies otherwise applicable to the claim). It does not apply to any claim that an applicable federal statute or applicable federal Executive Order expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement. Nothing in the Award Agreement prevents the making of a report to or filing a claim or charge with a government agency, including the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, Occupational Health and Safety Administration, or National Labor Relations Board. Nothing in the Award Agreement prevents the investigation by a

government agency of any report, claim or charge otherwise covered by the Award Agreement. And, nothing in this agreement to arbitrate prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

(b) Controlling Law and Procedure. The Federal Arbitration Act ("**FAA**") shall govern the Award Agreement to arbitrate between the parties, including its interpretation, applicability, enforcement and all arbitration proceedings. A party who wishes to arbitrate a claim or dispute covered by the Award Agreement must make a written request for arbitration and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations (the deadline for filing the claim) that applicable law prescribes for the claim. The request for arbitration shall identify the claims asserted, the factual basis for the claim(s), and the relief and/or remedy sought. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the request for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

(c) Class Waiver. The Grantee and Company agree to bring any claim or dispute in arbitration on an individual basis only, and not as a class or collective action; the Grantee and Company waive any right for a dispute or claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority to preside over a class or collective action ("**Class Action Waiver**"). In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed despite this arbitration agreement, the arbitrator is nevertheless without authority to preside over a class or collective action and any class or collective action must be brought in a court of competent jurisdiction. Additionally, unless otherwise agreed to by the parties, claims may not be combined or consolidated with that of any other person or entity.

(d) Arbitration Procedure. Except as otherwise provided for herein, the arbitration will be conducted in accordance with the AAA Employment Arbitration Rules (the "**AAA Rules**"), in effect on the date the written notice of claims request for arbitration is made. The AAA rules are available on-line at www.adr.org. To the extent that any of the AAA Rules conflicts with the FAA or the Award Agreement, the FAA and the Award Agreement shall control. The arbitrator shall entertain and address any motion to dismiss and/or a motion for summary judgment consistent with the standards for such motions under the Federal Rules of Civil Procedure. The arbitrator may award any remedy available under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator. The arbitrator shall apply the substantive U.S. Federal, state or local law applicable to the claims asserted. The arbitrator is without authority to apply any different substantive law. The award shall be issued in writing and state the essential findings and conclusions on which such award is based. The parties agree to abide by and perform any valid award rendered by the arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof.

(e) Right to Opt-Out. This arbitration agreement is not a mandatory condition of employment. If the Grantee does not wish to be bound by the arbitration obligations created by the Award Agreement, the Grantee can elect not to accept the Award.

(f) **Enforcement and Severability.** This arbitration agreement survives after the employment relationship terminates. Subject to the Class Action Waiver in Section 22(c) above, if any portion of this arbitration agreement is deemed unenforceable, the unenforceable provision or language shall be severed from the Award Agreement and the remainder will be enforceable.

23. Status of Stock. Occidental intends to register for issuance under the Securities Act of 1933, as amended (the “**Act**”), the shares of Stock acquirable upon settlement of the Award. In the absence of such effective registration or an available exemption from registration under the Act, issuance of shares of Stock acquirable upon settlement of the Award will be delayed until registration of such shares is effective or an exemption from registration under the Act is available. Occidental intends to use its reasonable efforts to ensure that no such delay will occur. In the event exemption from registration under the Act is available upon settlement of the Award, the Grantee, if requested by the Company to do so, will execute and deliver to the Company in writing an agreement containing such provisions as the Company may require to assure compliance with applicable securities laws.

The Grantee agrees that the shares of Stock which the Grantee may acquire in settlement of the Award will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable U.S. Federal, state or local securities or exchange laws or non-U.S. securities or exchange laws. The Grantee also agrees that (i) any certificates representing the shares of Stock to be delivered in settlement of the Award may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws, (ii) Occidental may refuse to register the transfer of the shares of Stock to be delivered in settlement of the Award on the stock transfer records of Occidental if such proposed transfer would, in the opinion of counsel satisfactory to Occidental, constitute a violation of any applicable securities law and (iii) Occidental may give related instructions to its transfer agent, if any, to stop registration of the transfer of the shares of Stock to be delivered in settlement of the Award.

24. Notices. Any notices or other communications provided for in these Terms and Conditions shall be sufficient if in writing. In the case of the Grantee, such notices or communications shall be effectively delivered if hand delivered to the Grantee at the Grantee's principal place of employment or if sent by certified mail, return receipt requested, to the Grantee at the last address the Grantee has filed with the Company. In the case of the Company, such notices or communications shall be effectively delivered if sent by certified mail, return receipt requested, to Occidental at its principal executive offices.

25. Binding Effect. These Terms and Conditions shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Grantee.

26. Construction. Headings are given to the Sections and subsections of the Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Award Agreement or any provision thereof. Further, under the Award Agreement, (a) pronouns and other words of gender shall be read as gender-neutral, (b) words importing the singular only shall include the plural and vice versa and (c) the words “include”, “includes” or “including” shall be deemed to be followed by the words “without

limitation". The Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

ATTACHMENT 2

OCCIDENTAL PETROLEUM CORPORATION 2015 LONG-TERM INCENTIVE PLAN GENERAL TERMS OF EMPLOYMENT

The following General Terms of Employment are set forth as of the "Date of Grant" specified in the Notice of Grant to which this Attachment 2 is attached (the "**Notice of Grant**"), by and between Occidental Petroleum Corporation ("**Occidental**") and the eligible individual (the "**Grantee**") receiving the award described in the Notice of Grant (the "**Award**"). These General Terms of Employment, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the "**Award Agreement**".

For and in consideration of the premises and the mutual covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby agrees as follows, in each case to the fullest extent permitted by law and subject to the limitations provided for in Sections F and G:

A. The Grantee will not publish or divulge to any person, firm, corporation or institution and will not use to the detriment of Occidental, or any of its subsidiaries or other affiliates (the "**Company Group**"), any Confidential Information of any of them (whether generated by them or as a result of any of their business relationships), without first obtaining the written permission of an officer of the Company. As used herein, "**Confidential Information**" means an item of information or compilation of information in any form (tangible or intangible) related to the business of the Company Group that the Grantee acquires during employment and that the Company Group has not made public or authorized public disclosure of, provided that the item or compilation is not readily available to persons outside the Company Group through proper means who would benefit from its use or disclosure and is not obligated to maintain its confidentiality. Confidential Information is also understood to cover the information protected under Company's Confidential Company Information Policy 10:20:80, as it may be amended from time to time.

B. At the time of leaving employment with the Company, the Grantee will deliver to the Company, and not keep or deliver to anyone else, any and all credit cards, drawings, blueprints, specifications, devices, notes, notebooks, documents, memoranda, reports, studies, correspondence and other documents, and, in general, any and all materials (including keys, access cards, FOBs, computers, thumb drives or other electronic storage devices) relating to the Company Group (whether generated by them or as a result of their business relationships), including any copies (whether in paper or electronic form), that the Grantee has in the Grantee's possession or control.

C. The Grantee will, during the Grantee's employment by the Company or any member of the Company Group, comply with the provisions of Occidental's Code of Business Conduct.

D. The Grantee will not interfere with or disrupt any of the operations of the Company Group or otherwise take actions intended directly to harm any entity in the Company Group. The Grantee will not make defamatory or derogatory statements about the Company Group, or its owners, officers or directors ("**Occidental Parties**"), or intentionally publicize information about Occidental Parties to the public or the investment community (through the press, electronic media, or any other mass media or communication outlet) without permission of an officer of the Company; provided, however, that the foregoing shall not prohibit conduct that is protected by law as described in Sections F and G below.

E. In the event that the Grantee is subject to an "Intellectual Property Assignment and Nondisclosure Agreement" ("**IPANA**") with the Company or a member of the Company Group, the IPANA shall control the rights of the Grantee with respect to intellectual property conceived or created by the Grantee in accordance with the IPANA's terms, and the Grantee will comply with such agreement as a mandatory term of the General Terms of Employment provided herein. In the event the Grantee is not subject to a controlling IPANA, all inventions, developments, designs, improvements, discoveries and ideas that the Grantee makes or conceives in the course of employment by a member of the Company Group, whether or not during regular working hours, relating to any design, article of manufacture, machine, apparatus, process, method, composition of matter, product or any improvement or component thereof, that are manufactured, sold, leased, used or under development by, or pertain to the present or possible future business of a member of the Company Group (collectively "**Proprietary Works**") shall be a work-for-hire and become and remain the property of the Company (or other member of the Company Group that employs the Grantee), its successors and assigns. The Grantee hereby fully and finally, assigns and transfers to the Company (or other member of the Company Group that employs the Grantee), all of the Grantee's right, title and interest in the Proprietary Works. This assignment covers all rights of every kind and character, including all rights necessary to provide Company with all of the benefits of exclusive ownership and control over the Proprietary Works to the fullest extent allowed by law throughout the world, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof.

F. The Grantee acknowledges that through the Company's Speak-Up and Non-Retaliation Policy (Policy No. 91:80:00), the Grantee has been notified of his or her immunity rights related to the use of trade secret information of the Company Group in the reporting illegal conduct or in a claim of retaliation for reporting illegal conduct as provided for under the Defend Trade Secrets Act of 2016 (18 U.S.C. §1833(b) ("**DTSA**"), and the Grantee has been provided the Company's reporting policy regarding the reporting of suspected illegal conduct.

G. The Grantee understands that the purpose of this statement of General Terms of Employment is to reinforce the protection of the trade secrets, Confidential Information and other intellectual property interests of the Company and Company Group, and not to prohibit any conduct by the Grantee that is compelled by law or protected by law. The Grantee recognizes that nothing in these General Terms of

Employment prohibits the Grantee from reporting an event that the Grantee reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission ("**SEC**")), and that no prior approval from or notice to the Company is required before doing so. In addition, nothing in these General Terms of Employment shall be construed to prohibit the Grantee from cooperating in an investigation conducted by a duly authorized government agency, and in the course of such conduct disclosing trade secrets or Confidential Information in a manner that complies with the DTSA (described in the Company's Speak-Up and Non-Retaliation Policy). Without limiting the foregoing, the Grantee acknowledges and understands that nothing in or about the Award Agreement prohibits the Grantee from: (i) filing and, as provided for under Section 21F of the Exchange Act, maintaining the confidentiality of a claim with the SEC; (ii) providing confidential information to the SEC, or providing the SEC with information that would otherwise violate this Attachment 2, to the extent permitted by Section 21F of the Exchange Act; (iii) cooperating, participating or assisting in an SEC investigation or proceeding without notifying Occidental or (iv) receiving a monetary award as set forth in Section 21F of the Exchange Act.

H. The foregoing General Terms of Employment are not intended to be an exclusive list of the employment terms and conditions that apply to the Grantee. The Company, in its sole discretion, may at any time amend or supplement the foregoing terms. The Grantee's breach of the foregoing General Terms of Employment will entitle the Company to take appropriate disciplinary action, including reduction or forfeiture of the Award granted pursuant to the Award Agreement and termination of employment.

**OCCIDENTAL PETROLEUM CORPORATION
2015 LONG-TERM INCENTIVE PLAN**

**NOTICE OF GRANT
OF TOTAL SHAREHOLDER RETURN INCENTIVE AWARD
(Equity-based and Equity-settled Award)**

Pursuant to the Occidental Petroleum Corporation 2015 Long-Term Incentive Plan, as the same may be amended from time to time (the “**Plan**”), Occidental Petroleum Corporation (“**Occidental**” and, with its Subsidiaries, the “**Company**”), grants you (the “**Grantee**”) an award on the terms and conditions set forth herein (the “**Award**”). By accepting this Award, the Grantee agrees, to the extent not contrary to applicable law, to (i) the terms and conditions of the Plan and this Notice of Grant of Total Shareholder Return Incentive Award (the “**Notice of Grant**”), (ii) the Standard Award Terms and Conditions set out on Attachment 1 hereto, including the arbitration provisions thereof (the “**Terms and Conditions**”), and (iii) the General Terms of Employment set out on Attachment 2 hereto, which, in the case of (ii) and (iii), are incorporated in this Notice of Grant by reference. Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. This Notice of Grant (along with the Terms and Conditions and all other incorporated attachments and exhibits) and the Award evidenced hereby are collectively referred to as the “**Award Agreement**.”

Date of Grant:

*Award Type and
Description:*

Restricted Stock Units granted pursuant to Section 6(e) of the Plan that have been designated as a Performance Award under Section 6(k) of the Plan (referred to herein as “**Performance Shares**”), which Award is a bookkeeping entry that represents the right to receive a number of shares of Stock up to 200% of the Target Performance Shares (defined below), subject to the terms and conditions of the Award Agreement.

The Grantee's right to receive payment of this Award in an amount ranging from 0% to 200% of the number of Target Performance Shares, rounded up to the nearest whole share, shall vest and become earned and nonforfeitable upon (i) the Grantee's satisfaction of the continued service requirements described below under “*Vesting Schedule and Forfeiture*” and (ii) the Committee's certification of the level of achievement of the Performance Goal (defined below). The number of Performance Shares actually earned upon satisfaction of the foregoing requirements are referred to herein as the “**Earned Performance Shares**.”

*Target Number of
Shares:*

See Morgan Stanley “StockPlan Connect/Stock-Based Awards/Awarded” for the target number of Performance Shares subject to the Award (the “**Target Performance Shares**”).

Performance Period:

*Vesting Schedule
and Forfeiture:*

Vesting Date. The Grantee must remain in the continuous employ of the Company from the Date of Grant through the last day of the Performance Period (the “**Vesting Date**”) to be eligible to receive payment of this Award, subject to the level of achievement of the Performance Goal. The continuous employment of the Grantee will not be deemed to have been interrupted by reason of the transfer of the Grantee's employment among the Company and its affiliates or an approved leave of absence.

Termination of Employment. Notwithstanding the foregoing, if, prior to the Vesting Date, the Grantee (i) dies, (ii) becomes permanently disabled while in the employ of the Company and the Company terminates the Grantee's employment as a result thereof, (iii) Retires (as defined below) less than 12 months after the Date of Grant or (iv) is terminated by the Company without Cause (each of the foregoing, a “**Forfeiture Event**”), then a *pro rata* portion of the Target Performance Shares (the “**Pro Rata Unvested Performance Shares**”) shall remain eligible for payment following the date of the Forfeiture Event, subject to the level of achievement of the Performance Goal at the end of the Performance Period or the occurrence of a Change in Control, and all other Target Performance Shares shall be immediately forfeited. The number of Pro Rata Unvested Performance Shares shall be determined by multiplying the total number of Target Performance Shares granted hereunder by a fraction, the numerator of which is the number of days between the first day of the Performance Period and the Forfeiture Event and the denominator of which is the total number of days in the Performance Period. Following a Forfeiture Event, the number of Performance Shares that may become Earned Performance Shares may range from 0% to 200% of Pro Rata Unvested Performance Shares, as described below under “**Performance Goal**.”

If the Grantee Retires 12 months or more after the Date of Grant but prior to the Vesting Date (“**Post-One Year Retirement**”), then none of the Target Performance Shares will be reduced or forfeited and the Grantee will remain eligible to receive payment with respect to all Target Performance Shares following the date of such Retirement, subject to the level of achievement of the Performance Goal at the end of the Performance Period or the occurrence of a Change in Control. Following the Grantee's Post-One Year Retirement, the number of Performance Shares that may become Earned Performance Shares may range from 0% to 200% of Target Performance Shares, as described below under “**Performance Goal**.”

If the Grantee terminates employment voluntarily (other than due to Retirement) or is terminated for Cause before the Vesting Date, then the Award will terminate automatically on the date of such termination and the Grantee shall immediately forfeit all Target Performance Shares.

“**Retires**” or “**Retirement**” means the Grantee's voluntary resignation from employment with the Company under circumstances which the Company (or, if the Grantee is an officer for purposes of Section 16 of the Exchange Act (a “**Section 16 Officer**”), the Committee), in its sole discretion, determines at the time of such resignation to constitute “Retirement” for purposes of this Award. For the avoidance of doubt, the Company's (or, if the Grantee is a Section 16 Officer, the Committee's) determination of whether “Retirement” has occurred shall be made on an individual Award basis, and “Retirement” treatment for any one Award shall not require that all Awards held by the Grantee will receive “Retirement” treatment.

Change in Control. If a Change in Control occurs following a Forfeiture Event but prior to the Vesting Date, then 100% of the Pro Rata Unvested Performance Shares shall become immediately vested and nonforfeitable and deemed to be Earned Performance Shares as of the date of the Change in Control (without regard to the level of achievement of the Performance Goal). For the avoidance of doubt, Target Performance Shares previously forfeited as a result of the Forfeiture Event shall not become vested pursuant to this paragraph.

If a Change in Control occurs following the Grantee's Post-One Year Retirement but prior to the Vesting Date, then 100% of the Target Performance Shares shall become immediately vested and nonforfeitable and deemed to be Earned Performance Shares as of the date of the Change in Control (without regard to the level of achievement of the Performance Goal).

If a Forfeiture Event has not occurred and a Change in Control occurs prior to the Vesting Date, then 100% of the Target Performance Shares will be deemed to be Earned Performance Shares and will automatically convert into the same number of shares of Restricted Stock. The shares of Restricted Stock may not be transferred, assigned, sold, pledged, exchanged or otherwise encumbered or disposed of by the Grantee, except as provided for within the Plan, and are subject to a risk of forfeiture. In order for restrictions to lapse and the shares of Restricted Stock to become vested and nonforfeitable, the Grantee must remain in the continuous employ of the Company from the date of the Change in Control through the earliest to occur of (i) the Vesting Date, (ii) the date within 12 months following the date of the Change in Control on which the Grantee's employment is terminated by the Company without Cause or by the Grantee for Good Reason (the "**CIC Related Vesting Date**") or (iii) the Grantee's Post-One Year Retirement; provided that, if the Grantee experiences a Forfeiture Event after the Change in Control and prior to the Vesting Date (*i.e.*, if the Grantee dies, becomes permanently disabled while in the employ of the Company and the Company terminates the Grantee's employment as a result thereof, Retires less than 12 months after the Date of Grant, or is terminated by the Company without Cause after 12 months following the date of the Change in Control), then only a *pro rata* portion of the shares of Restricted Stock (determined by multiplying the total number of shares of Restricted Stock granted by a fraction, the numerator of which is the number of days between the first day of the Performance Period and the Forfeiture Event and the denominator of which is the total number of days in the Performance Period) shall become immediately vested and nonforfeitable, and all other shares of Restricted Stock shall be immediately forfeited. Notwithstanding the foregoing provisions of this paragraph, prior to the occurrence of the Change in Control, the Committee may determine in its sole discretion that a termination of employment by the Company without Cause or by the Grantee for Good Reason within 12 months following the date of the Change in Control shall not result in full acceleration of vesting as described above and shall instead result in (a) in the case of a termination without Cause within 12 months following the date of the Change in Control, *pro rata* vesting as described above for a Forfeiture Event occurring after the Change in Control and (b) in the case of a resignation for Good Reason within 12 months following the date of the Change in Control, the forfeiture of this Award. Any such determination by the Committee is binding on the Grantee.

Except as otherwise provided in the Award Agreement, the Grantee shall have all of the rights of a stockholder with respect to the shares of Restricted Stock received upon conversion of Earned Performance Shares pursuant to this paragraph, including the right to vote such shares and, subject to the terms and conditions described below under “*Dividends, Voting and Other Rights*,” to receive any dividends that may be paid thereon; provided, that any and all such dividends shall be subject to the same restrictions as the underlying shares of Restricted Stock.

Performance Goal: The “**Performance Goal**” for the Performance Period is based on relative total shareholder return (referred to as “total stockholder return” in the Plan) (“**TSR**”) of the Peer Companies (defined below), as described herein. The Committee may adjust the Performance Goal as permitted by the Plan.

Peer Companies. In addition to Occidental, the “**Peer Companies**” are BP p.l.c., Chevron Corporation, ConocoPhillips, EOG Resources, Inc., ExxonMobil Corporation, Royal Dutch Shell plc and Total S.A. If, at any time during the Performance Period, a Peer Company is acquired, ceases to exist, ceases to be a publicly-traded company, files for bankruptcy, spins off 25% or more of its assets, or sells all or substantially all of its assets, then such company will be removed and treated as if it had never been a Peer Company and the achievement of the Performance Goal will be determined with respect to the remaining Peer Companies.

Calculation of TSR. TSR shall be calculated for each Peer Company using (i) the average of its last reported sale price per share of common stock on the New York Stock Exchange (“**NYSE**”)—Composite Transactions for each trading day during the 30 calendar days beginning with the first day of the Performance Period and (ii) the average of its last reported sale price per share of common stock on the NYSE—Composite Transactions for each trading day during the 30 calendar days ending with the last day of the Performance Period. At the end of the Performance Period, the TSR of each Peer Company shall be calculated by the Committee in its good faith discretion, and the ranking of Occidental's TSR compared to the TSR of each other Peer Company shall determine the percentage of the Target Performance Shares that may become Earned Performance Shares as follows:

If Occidental's TSR is negative for the Performance Period, the number of Earned Performance Shares will be limited to the Target Performance Shares. At the end of the Performance Period, the TSR of Occidental shall be calculated by the Committee in its good faith discretion using (i) the average of Occidental's last reported sale price per share of Stock on the NYSE—Composite Transactions for each trading day during the 30 calendar days beginning with the first day of the Performance Period and (ii) the average of Occidental's last reported sale price per share of Stock on the NYSE—Composite Transactions for each trading day during the 30 calendar days ending with the last day of the Performance Period.

Payment of Award: Payment for Earned Performance Shares will be made solely in shares of Stock (in shares of Restricted Stock, in the case of the occurrence of a Change in Control), which will be issued to the Grantee as promptly as practicable after the Committee's certification of attainment of the Performance Goal (which such payment and certification shall occur no later than 70 days following the end of the Performance Period) or the occurrence of a Change in Control (which such payment shall occur no later than 70 days following the date of the Change in Control), as applicable (the "**Payment Trigger Date**"), and in any event no later than the 15th day of the third month following the end of the first taxable year in which the Performance Shares are no longer subject to a substantial risk of forfeiture.

Dividends, Voting and Other Rights: Performance Shares are not shares of Stock and have no voting rights or, except as described in this paragraph, dividend rights. With respect to each Performance Share subject to this Award, the Grantee is also awarded Dividend Equivalents with respect to one share of Stock, which means that, in the event that Occidental declares and pays a cash dividend on its outstanding Stock and, on the record date for such dividend, the Grantee holds Performance Shares that have not been settled (including settlement through conversion into Restricted Stock) or forfeited pursuant to the terms of the Award Agreement, then the Grantee will be credited on the books and records of Occidental with an amount equal to the amount per share of any such cash dividend for each outstanding Performance Share. The Grantee will be credited with such Dividend Equivalents for the period beginning on the Date of Grant and ending on the applicable Payment Trigger Date or, if earlier, the date the Grantee forfeits his rights with respect to the Performance Shares. Occidental will pay in cash to the Grantee an amount equal to (i) the Dividend Equivalents credited to such Grantee, adjusted as necessary to reflect the number of Earned Performance Shares, plus (ii) if applicable, the amount of any cash dividends accumulated with respect to any shares of Restricted Stock received as described above under "Vesting Schedule and Forfeiture—Change in Control," as promptly as may be practicable after (A) the Committee certifies the attainment of the Performance Goal, or (B) if a Change in Control has occurred, the earliest to occur of (1) the Vesting Date, (2) the CIC Related Vesting Date, (3) the Grantee's Post-One Year Retirement and (4) a Forfeiture Event occurring after a Change in Control, as applicable, and in any event no later than the 15th day of the third month following the end of the taxable year in which the Dividend Equivalents or dividends, as applicable, are no longer subject to a substantial risk of forfeiture. For purposes of clarity, if Performance Shares or shares of Restricted Stock are forfeited by the Grantee, then the Grantee shall also forfeit the Dividend Equivalents and/or dividends, if any, accrued with respect to such Performance Shares and/or shares of Restricted Stock.

ATTACHMENT 1

OCCEIDENTAL PETROLEUM CORPORATION 2015 LONG-TERM INCENTIVE PLAN STANDARD AWARD TERMS AND CONDITIONS

The following Standard Award Terms and Conditions (these “**Terms and Conditions**”) are set forth as of the Date of Grant specified in the Notice of Grant to which these Terms and Conditions are attached (the “**Notice of Grant**”), by and between Occidental Petroleum Corporation (“**Occidental**” and, with its Subsidiaries, the “**Company**”), and the eligible individual (the “**Grantee**”) receiving the award described in the Notice of Grant (the “**Award**”). The Award is granted in accordance with the Occidental Petroleum Corporation 2015 Long Term Incentive Plan, as may be amended from time to time (the “**Plan**”). Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. These Terms and Conditions, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the “**Award Agreement**.”

1. **Acceptance of Award.** If the Grantee fails to accept the Award on or before the 45th day following the Date of Grant, then, notwithstanding any other provision of the Award Agreement, the Grantee shall forfeit all rights under the Award (including all shares of Occidental common stock, \$0.20 par value (“**Stock**”), and any dividend equivalents with respect thereto) and the Award will become null and void. For purposes of the Award Agreement, acceptance of the Award shall occur on the date the Grantee accepts the Award through Morgan Stanley StockPlan Connect or any replacement online system designated by the Company.
2. **No Employment Contract.** Nothing in the Award Agreement confers upon the Grantee any right with respect to continued employment by the Company, nor limits in any manner the right of the Company to terminate the employment or adjust the compensation of the Grantee. Unless otherwise agreed in a writing signed by the Grantee and an authorized representative of the Company, the Grantee’s employment with the Company is at will and may be terminated at any time by the Grantee or the Company.
3. **Restrictions on Transfer.** Neither the Award Agreement nor any right to receive shares of Stock or cash pursuant to the Award Agreement may be transferred or assigned by the Grantee other than in accordance with the transfer restrictions set forth in the Plan.
4. **Taxes and Withholding.**
 - a. Regardless of any action the Company takes with respect to any or all income tax (including U.S. Federal, state and local tax and non-U.S. tax), social insurance, payroll tax, payment on account or other tax-related items related to the Grantee’s participation in the Plan and legally applicable to the Grantee (“**Tax-Related Items**”), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee’s responsibility and may exceed the amount, if any, actually withheld by the Company. The Grantee further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, as applicable, the grant, vesting or settlement of the Award and the receipt of any dividends or Dividend Equivalents thereon; and (ii)

does not commit to and is under no obligation to structure the terms of the grant or any other aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Grantee acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

- b. Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company to withhold all applicable Tax-Related Items legally payable by the Grantee in connection with the grant, vesting or settlement of the Award and/or the issuance of any shares of Stock or the payment of any cash or other consideration pursuant to the Award in accordance with the Notice of Grant, from any cash and shares of Stock that are to be paid or issued to the Grantee pursuant to the Award (including any dividends or Dividend Equivalents), in any combination as determined by the Committee, and, if not sufficient, from the Grantee's wages or other cash compensation. The Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's receipt of the Award that cannot be satisfied by the means previously described.
5. **Compliance with Law.** The Company will make reasonable efforts to comply with all applicable U.S. Federal, state and local laws and non-U.S. laws, and the Company will not issue any shares of Stock or other securities pursuant to the Award Agreement if such issuance would result in a violation of any such law. Further, if it is not feasible for the Company to comply with these laws with respect to the grant, vesting or settlement of the Award, then the Award may be cancelled without any compensation or additional benefits provided to the Grantee as a result of the cancellation.
6. **Relation to Other Benefits.** The benefits received by the Grantee under the Award Agreement will not be taken into account in determining any benefits to which the Grantee may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company, including the amount of any life insurance coverage available to any beneficiary of the Grantee under any life insurance plan covering employees of the Company. Additionally, the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses or long-service awards. The grant of the Award does not create any contractual or other right to receive future grants of, or benefits in lieu of, awards under the Plan, even if the Grantee has a history of receiving awards under the Plan or other cash or stock awards.
7. **Beneficial Ownership Requirements.** If the Grantee (a) was a Named Executive Officer (as defined in Item 402 of Regulation S-K under the Exchange Act) for the last completed fiscal year prior to vesting of the Award, and (b) is, as of the date of vesting of the Award, subject to Occidental's Executive Stock Ownership Guidelines, as in effect from time to time (the "**Ownership Guidelines**"), and the Grantee's Stock holdings fail as of such date to satisfy the applicable requirements of the Ownership Guidelines, then the Grantee shall retain Beneficial Ownership (as defined in Rule 16a-1(a)(2) under the

Exchange Act) of shares of Stock equal to not less than 50% of the net after-tax shares of Stock, if any, received under the Award until the Grantee satisfies the applicable requirements of the Ownership Guidelines (the “**Beneficial Ownership Period**”). Compliance with the foregoing requirement shall be determined by reference to the reports filed by the Grantee on Forms 3, 4 and 5, as applicable, pursuant to Section 16(a) of the Exchange Act, and the aggregate number of shares of Stock reported as Beneficially Owned during the Beneficial Ownership Period shall not be less than the sum of the number of shares of Stock then required to be so owned pursuant to the Award Agreement and the terms and conditions of any other grant containing this or a similar requirement.

8. **Golden Parachute Policy.** Notwithstanding any provision in the Award Agreement to the contrary, no payment shall be made with respect to the Award that would cause the total payments made to the Grantee to exceed the limits in Occidental's Golden Parachute Policy, as in effect from time to time.
9. **Adjustments.** The number and kind of securities covered by the Award are subject to adjustment as provided under the Plan, such as in order to prevent dilution or expansion of the Grantee's rights under the Award as a result of events such as stock dividends, stock splits or other changes in the capital structure of Occidental, or any merger, consolidation, spin-off, liquidation or other corporate transaction or event having a similar effect. If any such adjustment occurs, the Company will give the Grantee written notice of the adjustment.
10. **Amendments.** The Plan may be amended, altered, suspended, discontinued or terminated by the Board at any time, as provided in the Plan. Any amendment to the Plan will be deemed to be an amendment to the Award Agreement to the extent it is applicable to the Award; however, no amendment may materially and adversely affect the rights of the Grantee under the Award Agreement without the Grantee's consent. In addition, the Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate the Award Agreement, except as otherwise provided in the Plan; provided, that, without the Grantee's consent, no such Committee action may materially and adversely affect the rights of the Grantee under the Award.
11. **Severability.** If one or more of the provisions of the Award Agreement is invalidated for any reason by a court of competent jurisdiction, the invalidated provisions shall be deemed to be separable from the other provisions of the Award Agreement, and the remaining provisions of the Award Agreement will continue to be valid and fully enforceable.
12. **Entire Agreement; Relation to Plan; Interpretation.** Except as specifically provided in this Section 12, the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and the Plan constitute the entire agreement between the Company and the Grantee with respect to the Award. The Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistent provisions between the Award Agreement and the Plan, the provisions of the Plan control. References to Sections and Attachments are to Sections of, and Attachments incorporated in, the Award Agreement unless otherwise noted. In the event of any inconsistent provisions between the Award Agreement and any employment agreement between the Grantee and the Company, the provisions of the Award Agreement control (except that, in the case of any inconsistency between any provisions regarding dispute resolution set forth in the employment agreement and the

arbitration provisions of Section 22 below, the dispute resolution provisions of the employment agreement will control).

13. **Successors and Assigns.** Subject to any transfer or forfeiture restrictions set forth in the Notice of Grant, the provisions of the Award Agreement shall be for the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.
14. **Beneficiaries.**
 - a. The Grantee shall have the option of designating a beneficiary ("**Beneficiary**") to receive settlement of the Grantee's Award upon the Grantee's death.
 - b. If no Beneficiary is designated at the time of the Grantee's death, or if no Beneficiary survives the Grantee, the Beneficiary shall be the Grantee's surviving spouse, or if the Grantee has no surviving spouse, the Grantee's surviving children equally, or if there are no surviving children, the Grantee's surviving parents equally, or if there is no surviving parent, the Grantee's surviving siblings equally, or if there is no sibling living, the Grantee's estate.
 - c. In order to designate a Beneficiary or change a previous designation, the Grantee must complete a Long-Term Incentive Beneficiary Designation Form (the "**Form**"). Beneficiary designations submitted on other forms or in any other format will not be accepted. The Grantee should read the Form carefully, follow the instructions and complete the Form in its entirety according to the instructions, obtain any necessary signatures according to the Form, sign and date the Form, and return the Form to the Executive Compensation Department, c/o Occidental Petroleum Corporation, 5 Greenway Plaza, Suite 110, Houston, Texas, 77046. The Grantee should also keep a copy of the Form for the Grantee's records. Upon acceptance, the Grantee's designation will cancel any previous designations. The Grantee's Beneficiary designation shall not affect any designation by the Grantee under any other benefit plan.
 - d. The Grantee should consider submitting a new Form if: (1) the Grantee's marital status changes, (2) one of the Grantee's previously designated Beneficiaries dies before the Grantee, or (3) the Grantee acquires or loses dependents. To determine the tax consequences associated with the Grantee's designation, it is recommended that the Grantee consult with a qualified tax advisor or estate planner.
15. **Governing Law.** The laws of the State of Delaware govern the interpretation, performance, and enforcement of the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits).
16. **Privacy Rights.** By accepting the Award, the Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in the Award Agreement by and among, as applicable, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company holds, or may receive from any agent designated by the Company, certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Stock held by the Grantee, directorships held in the Company, details of the Award or any other entitlement to cash or shares of Stock awarded, canceled, exercised, vested, unvested

or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan, including complying with applicable tax and securities laws ("**Data**"). Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan. These recipients may be located in the Grantee's country or elsewhere, and may have different data privacy laws and protections than the Grantee's country. By accepting the Award, the Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes described above. The Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Committee in writing. Refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan.

17. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or future awards that may be granted under the Plan, if any, by electronic means or to request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

18. **Grantee's Representations and Releases.**

- a. By accepting the Award, the Grantee acknowledges that the Grantee has read the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and understands that (i) the grant of the Award is made voluntarily by Occidental in its discretion with no liability on the part of any of its direct or indirect Subsidiaries and that, if the Grantee is an employee of a Subsidiary and not Occidental, then the Grantee will be considered a third party of Occidental to whom the Award is granted; (ii) all decisions with respect to future awards, if any, will be at the sole discretion of Occidental; (iii) the Grantee's participation in the Plan is voluntary; (iv) the Award is an extraordinary item that does not constitute a regular and recurring item of base compensation; (v) the future value of any shares of Stock issued and/or the future amount of cash, if any, payable pursuant to the Award cannot be predicted, and Occidental does not assume liability in the event the value of the Award or any such shares of Stock depreciates or has no value in the future; (vi) subject to the terms of any tax equalization agreement between the Grantee and the entity employing the Grantee, the Grantee will be solely responsible for the payment or nonpayment of taxes imposed or threatened to be imposed by any authority of any jurisdiction; and (vii) Occidental is not providing any tax, legal or financial advice with respect to the Award or the Grantee's participation in the Plan.
- b. In consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award or diminution in value of the Award or the shares of Stock issued pursuant to the Award resulting from termination of the Grantee's employment by the Company (for any reason whatsoever) and, to the extent permitted by law, the Grantee irrevocably releases the Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have

arisen, then, by accepting the Award, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such claim.

19. **Imposition of Other Requirements.** Occidental reserves the right to impose other requirements on the Grantee's participation in the Plan and on the Award, to the extent Occidental determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
20. **Compliance with Section 409A of the Code.** Unless specified otherwise in the Notice of Grant, the Award is intended to be exempt from the Nonqualified Deferred Compensation Rules. Notwithstanding the foregoing, to the extent that it is determined that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules, the Award Agreement shall be interpreted and administered in such a way as to comply with the applicable provisions of the Nonqualified Deferred Compensation Rules to the maximum extent possible. In addition, if the Award is subject to the Nonqualified Deferred Compensation Rules, then (i) the settlement of the Award or some portion of the Award may be delayed in accordance with the applicable terms of Section 9(n) of the Plan; (ii) any payment on a Change in Control event will be made only if the Change in Control also qualifies as a change of control event within the meaning of the Nonqualified Deferred Compensation Rules; and (iii) any determination by the Committee not to accelerate the Award on a Change in Control shall be made only to the extent such determination is consistent with the Nonqualified Deferred Compensation Rules. To the extent that the Board determines that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules and fails to comply with the requirements of the Nonqualified Deferred Compensation Rules, the Board reserves the right (without any obligation to do so) to amend or terminate the Plan and/or amend, restructure, terminate or replace the Award in order to cause the Award to either not be subject to the Nonqualified Deferred Compensation Rules or to comply with the applicable provisions of such rule.
21. **Clawback.** The award shall be subject to the clawback provisions set forth in Section 9(m) of the Plan.
22. **Arbitration.** Except as otherwise provided in the Award Agreement, the Grantee and the Company agree to resolve any and all disputes between the Grantee and the Company (and any affiliate of the Company that may employ the Grantee), past, present or future, arising out of or in any way related to the Award Agreement or the Grantee's employment relationship with the Company (or any affiliate of the Company) through a final and binding arbitration administered by the American Arbitration Association (AAA) or another mutually agreed upon arbitration provider; provided, however, that the only claims subject to arbitration shall be those that, in the absence of the Award Agreement, could be brought in a court of law. Nothing herein shall be construed to reduce or eliminate the deference to the Plan Administrator that would otherwise be required prior to, or as part of a claim in court, procedurally or substantively. Subject to the foregoing, the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of the Award Agreement that would otherwise be subject to resolution in a court of law. However, the arbitrator's authority to resolve disputes shall not apply to the "***Class Action Waiver***" described below. Regardless of anything else in the Award Agreement and/or AAA rules or procedures, any dispute relating to the interpretation, applicability,

or enforceability of the Class Action Waiver, or any dispute otherwise relating to whether the Award Agreement precludes a class or collective action proceeding, may only be determined by a court and not an arbitrator. In addition, provisional remedies such as a temporary restraining order or preliminary injunction may be pursued and secured in a court to prevent irreparable harm by either party without waiving or otherwise eliminating the requirement that all matters of final relief be decided through arbitration. In addition, any arbitration conducted pursuant to the Award Agreement shall be subject to the following additional terms and conditions:

(a) Exceptions. The arbitration obligation does not apply to claims for worker's compensation, state disability insurance and unemployment insurance benefits; however, it does apply to retaliation claims based upon seeking such benefits. It does not apply to claims for employee benefits under any benefit plan covered by the Employee Retirement Income Security Act of 1974 or funded by insurance unless the claim can otherwise be brought in a court of law (after the exhaustion of an administrative or alternative remedies otherwise applicable to the claim). It does not apply to any claim that an applicable federal statute or applicable federal Executive Order expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement. Nothing in the Award Agreement prevents the making of a report to or filing a claim or charge with a government agency, including the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, Occupational Health and Safety Administration, or National Labor Relations Board. Nothing in the Award Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by the Award Agreement. And, nothing in this agreement to arbitrate prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

(b) Controlling Law and Procedure. The Federal Arbitration Act ("**FAA**") shall govern the Award Agreement to arbitrate between the parties, including its interpretation, applicability, enforcement and all arbitration proceedings. A party who wishes to arbitrate a claim or dispute covered by the Award Agreement must make a written request for arbitration and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations (the deadline for filing the claim) that applicable law prescribes for the claim. The request for arbitration shall identify the claims asserted, the factual basis for the claim(s), and the relief and/or remedy sought. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the request for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

(c) Class Waiver. The Grantee and Company agree to bring any claim or dispute in arbitration on an individual basis only, and not as a class or collective action; the Grantee and Company waive any right for a dispute or claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority to preside over a class or collective action ("**Class Action Waiver**"). In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed despite this arbitration agreement, the arbitrator is nevertheless without authority to preside over a class or collective action and any class or collective action must be brought in a court of competent jurisdiction. Additionally, unless otherwise agreed to by the parties, claims may not be combined or consolidated with that of any other person or entity.

(d) **Arbitration Procedure.** Except as otherwise provided for herein, the arbitration will be conducted in accordance with the AAA Employment Arbitration Rules (the “**AAA Rules**”), in effect on the date the written notice of claims request for arbitration is made. The AAA rules are available on-line at www.adr.org. To the extent that any of the AAA Rules conflicts with the FAA or the Award Agreement, the FAA and the Award Agreement shall control. The arbitrator shall entertain and address any motion to dismiss and/or a motion for summary judgment consistent with the standards for such motions under the Federal Rules of Civil Procedure. The arbitrator may award any remedy available under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator. The arbitrator shall apply the substantive U.S. Federal, state or local law applicable to the claims asserted. The arbitrator is without authority to apply any different substantive law. The award shall be issued in writing and state the essential findings and conclusions on which such award is based. The parties agree to abide by and perform any valid award rendered by the arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof.

(e) **Right to Opt-Out.** This arbitration agreement is not a mandatory condition of employment. If the Grantee does not wish to be bound by the arbitration obligations created by the Award Agreement, the Grantee can elect not to accept the Award.

(f) **Enforcement and Severability.** This arbitration agreement survives after the employment relationship terminates. Subject to the Class Action Waiver in Section 22(c) above, if any portion of this arbitration agreement is deemed unenforceable, the unenforceable provision or language shall be severed from the Award Agreement and the remainder will be enforceable.

23. Status of Stock. Occidental intends to register for issuance under the Securities Act of 1933, as amended (the “**Act**”), the shares of Stock acquirable upon settlement of the Award. In the absence of such effective registration or an available exemption from registration under the Act, issuance of shares of Stock acquirable upon settlement of the Award will be delayed until registration of such shares is effective or an exemption from registration under the Act is available. Occidental intends to use its reasonable efforts to ensure that no such delay will occur. In the event exemption from registration under the Act is available upon settlement of the Award, the Grantee, if requested by the Company to do so, will execute and deliver to the Company in writing an agreement containing such provisions as the Company may require to assure compliance with applicable securities laws.

The Grantee agrees that the shares of Stock which the Grantee may acquire in settlement of the Award will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable U.S. Federal, state or local securities or exchange laws or non-U.S. securities or exchange laws. The Grantee also agrees that (i) any certificates representing the shares of Stock to be delivered in settlement of the Award may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws, (ii) Occidental may refuse to register the transfer of the shares of Stock to be delivered in settlement of the Award on the stock transfer records of Occidental if such proposed transfer would, in the opinion of counsel satisfactory to Occidental, constitute a violation of any applicable securities law and (iii) Occidental may give related instructions to its transfer agent, if any, to stop registration of the transfer of the shares of Stock to be delivered in settlement of the Award.

24. Notices. Any notices or other communications provided for in these Terms and Conditions shall be sufficient if in writing. In the case of the Grantee, such notices or communications shall be effectively delivered if hand delivered to the Grantee at the Grantee’s

principal place of employment or if sent by certified mail, return receipt requested, to the Grantee at the last address the Grantee has filed with the Company. In the case of the Company, such notices or communications shall be effectively delivered if sent by certified mail, return receipt requested, to Occidental at its principal executive offices.

25. Binding Effect. These Terms and Conditions shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Grantee.

26. Construction. Headings are given to the Sections and subsections of the Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Award Agreement or any provision thereof. Further, under the Award Agreement, (a) pronouns and other words of gender shall be read as gender-neutral, (b) words importing the singular only shall include the plural and vice versa and (c) the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation". The Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

ATTACHMENT 2

OCCIDENTAL PETROLEUM CORPORATION 2015 LONG-TERM INCENTIVE PLAN GENERAL TERMS OF EMPLOYMENT

The following General Terms of Employment are set forth as of the "Date of Grant" specified in the Notice of Grant to which this Attachment 2 is attached (the "**Notice of Grant**"), by and between Occidental Petroleum Corporation ("**Occidental**") and the eligible individual (the "**Grantee**") receiving the award described in the Notice of Grant (the "**Award**"). These General Terms of Employment, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the "**Award Agreement**".

For and in consideration of the premises and the mutual covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby agrees as follows, in each case to the fullest extent permitted by law and subject to the limitations provided for in Sections F and G:

A. The Grantee will not publish or divulge to any person, firm, corporation or institution and will not use to the detriment of Occidental, or any of its subsidiaries or other affiliates (the "**Company Group**"), any Confidential Information of any of them (whether generated by them or as a result of any of their business relationships), without first obtaining the written permission of an officer of the Company. As used herein, "**Confidential Information**" means an item of information or compilation of information in any form (tangible or intangible) related to the business of the Company Group that the Grantee acquires during employment and that the Company Group has not made public or authorized public disclosure of, provided that the item or compilation is not readily available to persons outside the Company Group through proper means who would benefit from its use or disclosure and is not obligated to maintain its confidentiality. Confidential Information is also understood to cover the information protected under Company's Confidential Company Information Policy 10:20:80, as it may be amended from time to time.

B. At the time of leaving employment with the Company, the Grantee will deliver to the Company, and not keep or deliver to anyone else, any and all credit cards, drawings, blueprints, specifications, devices, notes, notebooks, documents, memoranda, reports, studies, correspondence and other documents, and, in general, any and all materials (including keys, access cards, FOBs, computers, thumb drives or other electronic storage devices) relating to the Company Group (whether generated by them or as a result of their business relationships), including any copies (whether in paper or electronic form), that the Grantee has in the Grantee's possession or control.

C. The Grantee will, during the Grantee's employment by the Company or any member of the Company Group, comply with the provisions of Occidental's Code of Business Conduct.

D. The Grantee will not interfere with or disrupt any of the operations of the Company Group or otherwise take actions intended directly to harm any entity in the Company Group. The Grantee will not make defamatory or derogatory statements about the Company Group, or its owners, officers or directors ("**Occidental Parties**"), or intentionally publicize information about Occidental Parties to the public or the investment community (through the press, electronic media, or any other mass media or communication outlet) without permission

of an officer of the Company; provided, however, that the foregoing shall not prohibit conduct that is protected by law as described in Sections F and G below.

E. In the event that the Grantee is subject to an "Intellectual Property Assignment and Nondisclosure Agreement" ("**IPANA**") with the Company or a member of the Company Group, the IPANA shall control the rights of the Grantee with respect to intellectual property conceived or created by the Grantee in accordance with the IPANA's terms, and the Grantee will comply with such agreement as a mandatory term of the General Terms of Employment provided herein. In the event the Grantee is not subject to a controlling IPANA, all inventions, developments, designs, improvements, discoveries and ideas that the Grantee makes or conceives in the course of employment by a member of the Company Group, whether or not during regular working hours, relating to any design, article of manufacture, machine, apparatus, process, method, composition of matter, product or any improvement or component thereof, that are manufactured, sold, leased, used or under development by, or pertain to the present or possible future business of a member of the Company Group (collectively "**Proprietary Works**") shall be a work-for-hire and become and remain the property of the Company (or other member of the Company Group that employs the Grantee), its successors and assigns. The Grantee hereby fully and finally, assigns and transfers to the Company (or other member of the Company Group that employs the Grantee), all of the Grantee's right, title and interest in the Proprietary Works. This assignment covers all rights of every kind and character, including all rights necessary to provide Company with all of the benefits of exclusive ownership and control over the Proprietary Works to the fullest extent allowed by law throughout the world, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof.

F. The Grantee acknowledges that through the Company's Speak-Up and Non-Retaliation Policy (Policy No. 91:80:00), the Grantee has been notified of his or her immunity rights related to the use of trade secret information of the Company Group in the reporting illegal conduct or in a claim of retaliation for reporting illegal conduct as provided for under the Defend Trade Secrets Act of 2016 (18 U.S.C. §1833(b) ("**DTSA**"), and the Grantee has been provided the Company's reporting policy regarding the reporting of suspected illegal conduct.

G. The Grantee understands that the purpose of this statement of General Terms of Employment is to reinforce the protection of the trade secrets, Confidential Information and other intellectual property interests of the Company and Company Group, and not to prohibit any conduct by the Grantee that is compelled by law or protected by law. The Grantee recognizes that nothing in these General Terms of Employment prohibits the Grantee from reporting an event that the Grantee reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission ("**SEC**")), and that no prior approval from or notice to the Company is required before doing so. In addition, nothing in these General Terms of Employment shall be construed to prohibit the Grantee from cooperating in an investigation conducted by a duly authorized government agency, and in the course of such conduct disclosing trade secrets or Confidential Information in a manner that complies with the DTSA (described in the Company's Speak-Up and Non-Retaliation Policy). Without limiting the foregoing, the Grantee acknowledges and understands that nothing in or about the Award Agreement prohibits the Grantee from: (i) filing and, as provided for under Section 21F of the Exchange Act, maintaining the confidentiality of a claim with the SEC; (ii) providing confidential information to the SEC, or providing the SEC with information that would otherwise violate this Attachment 2, to the extent permitted by Section 21F of the Exchange Act; (iii) cooperating, participating or assisting in an SEC investigation or

proceeding without notifying Occidental or (iv) receiving a monetary award as set forth in Section 21F of the Exchange Act.

H. The foregoing General Terms of Employment are not intended to be an exclusive list of the employment terms and conditions that apply to the Grantee. The Company, in its sole discretion, may at any time amend or supplement the foregoing terms. The Grantee's breach of the foregoing General Terms of Employment will entitle the Company to take appropriate disciplinary action, including reduction or forfeiture of the Award granted pursuant to the Award Agreement and termination of employment.

**OCCIDENTAL PETROLEUM CORPORATION
2015 LONG-TERM INCENTIVE PLAN**

**NOTICE OF GRANT OF
NONSTATUTORY STOCK OPTION AWARD**

Occidental Petroleum Corporation ("**Occidental**") and, with its Subsidiaries, the "**Company**") grants you (the "**Grantee**") this Nonstatutory Stock Option Award (the "**Award**"), which gives you the option ("**Option**") to purchase all or any part of the aggregate number of shares of Occidental common stock, \$0.20 par value ("**Stock**"), set forth below at the exercise price per share of Stock set forth below, pursuant to the Occidental Petroleum Corporation 2015 Long-Term Incentive Plan, as may be amended from time to time (the "**Plan**"), and on the terms and conditions set forth herein.

By accepting the Award, the Grantee agrees, to the extent not contrary to applicable law, to (i) the terms and conditions of the Plan and this Notice of Grant of Nonstatutory Stock Option Award (the "**Notice of Grant**"); (ii) the Standard Award Terms and Conditions set out on Attachment 1 hereto, including the arbitration provisions thereof (the "**Terms and Conditions**"); and (iii) the General Terms of Employment set out on Attachment 2 hereto, which, in the case of (ii) and (iii), are incorporated in this Notice of Grant by reference. Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. This Notice of Grant (along with the Terms and Conditions and all other incorporated attachments and exhibits) and the Option evidenced hereby are collectively referred to as the "**Award Agreement**".

Date of Grant: See Morgan Stanley StockPlan Connect "Stock Options and SARs / Grant Date" (the "**Date of Grant**").

Shares of Stock Subject to the Option: See Morgan Stanley StockPlan Connect "Stock Options and SARs / Granted".

Vesting Schedule: Vesting Date. The Grantee must remain in the continuous employ of the Company from the Date of Grant through each applicable vesting date (each, a "**Vesting Date**"), in accordance with the schedule below (the "**Vesting Schedule**"), in order for the Options to become vested and exercisable. The vesting schedule shall begin on _____ (the "**Vesting Start Date**").

Vesting Date

Fraction of Options Vesting

1/3

1/3

1/3

Exercise Price Per Share See Morgan Stanley StockPlan Connect "Stock Option and SARs / Grant Price".

The following terms and conditions are set forth as of the Date of Grant between Occidental and the Grantee:

1. **Grant of Option.** In accordance with this Notice of Grant and the Plan, Occidental hereby grants to the Grantee as of the Date of Grant the Option to purchase all or any part of the aggregate number of shares of Stock set forth above at the exercise price per share of Stock set forth above, pursuant to the Plan and on the terms and conditions set forth in this Award Agreement. In the event of any conflict between the terms of this Notice of Grant and the Plan, the Plan shall control. The Option shall not be treated as an incentive stock option within the meaning of Section 422(b) of the Code.

2. **Acceptance of Award.** If the Grantee fails to accept the Option on or before the 45th day following the Date of Grant, then, notwithstanding any other provision of this Award Agreement, the Grantee shall forfeit the Option (including all shares of Stock with respect thereto) and all rights under this Award Agreement. For purposes of this Award Agreement, acceptance of the Option shall occur on the date the Grantee accepts the Option through Morgan Stanley StockPlan Connect or any replacement online system designated by the Company.

3. **Exercise Price.** The exercise price per share of Stock purchasable pursuant to the exercise of the Option shall be the exercise price per share set forth above, which has been determined to be equal to the Fair Market Value of a share of Stock at the Date of Grant. For all purposes of this Notice of Grant, the Fair Market Value of a share of Stock shall be determined in accordance with the provisions of the Plan.

4. **Vesting of Option.** The Grantee cannot exercise the Option until the right to exercise has vested. The Grantee will become vested in the aggregate number of shares of Stock subject to the Option as determined under the Vesting Schedule; provided the Grantee remains employed by the Company until each applicable Vesting Date (except as otherwise provided in Section 5 below). The continuous employment of the Grantee will not be deemed to have been interrupted by reason of the transfer of the Grantee's employment among the Company and its affiliates or an approved leave of absence.

5. **Termination of Employment.** The following provisions shall apply with respect to the Grantee's termination of employment:

(a) **Death; Disability; Termination without Cause.** If, on or prior to the final Vesting Date, (i) the Grantee dies, (ii) the Grantee becomes permanently disabled while in the employ of the Company and the Company terminates the Grantee's employment as a result thereof or (iii) the Company terminates the Grantee's employment without Cause (each of the foregoing, a "**Termination Event**"), then following the Termination Event the Option shall continue to vest and become exercisable in accordance with the Vesting Schedule, as if the Grantee had remained continuously employed by the Company through the final Vesting Date. Further, the Option shall remain exercisable until its expiration on the Expiration Date (defined below). For the avoidance of doubt, this Section 5(a) shall not apply to any death or disability of the Grantee occurring after the date of termination of the Grantee's employment for any reason.

(b) Retirement. If, on or prior to the final Vesting Date, the Grantee Retires (as defined below), then a portion of the then-unvested Option covering a number of the shares of Stock equal to the Pro Rata Unvested Portion shall immediately vest and become exercisable, and the remaining unvested portion of the Option shall be immediately forfeited. Further, the Option shall remain exercisable until its expiration on the Expiration Date. The “**Pro Rata Unvested Portion**” shall be obtained by (i) multiplying the total number of shares of Stock subject to the Option granted hereunder by a fraction, the numerator of which is the number of days between the Vesting Start Date and the Retirement date and the denominator of which is the number of days between the Vesting Start Date and the final Vesting Date, and (ii) subtracting from the product the number of shares of Stock subject to the Option that previously vested, if any. “**Retires**” or “**Retirement**” means the Grantee’s voluntary resignation from employment with the Company under circumstances which the Committee, in its sole discretion, determines at the time of such resignation to constitute “Retirement” for purposes of this Award. For the avoidance of doubt, the Committee’s determination of whether “Retirement” has occurred shall be made on an individual Award basis, and “Retirement” treatment for any one Award shall not require that all Awards held by the Grantee will receive “Retirement” treatment.

(c) Change in Control. If a Change in Control occurs, the Option may be adjusted or cancelled at the discretion of the Committee as contemplated by Section 8 of the Plan. If (i) a Change in Control occurs prior to the final Vesting Date in which the successor company or a parent or subsidiary thereof assumes, substitutes or continues the Option and (ii) the Grantee’s employment is terminated by the Company (or its successor) without Cause or by the Grantee for Good Reason, in each case, on or within 12 months following the date of the Change in Control, then the Option shall become fully vested and exercisable as of the date of such termination of employment. Further, the Option shall remain exercisable until its expiration on the Expiration Date. The foregoing provisions of this paragraph shall not apply if, prior to the occurrence of the Change in Control, the Committee determines in its sole discretion that any such termination of employment will not accelerate vesting of the Option under this paragraph for any reason, and shall instead result in (i) in the case of a termination without Cause, the treatment provided in Section 5(a) above, or (ii) in the case of a resignation by the Grantee for Good Reason, the treatment provided in Section 5(d) below respecting voluntary resignation. Any such determination by the Committee is binding on the Grantee.

(d) Voluntary Resignation. Except as provided above, if the Grantee voluntarily resigns from his or her employment with the Company before the final Vesting Date, then the Grantee shall forfeit the portion of the Option that has not become vested as of the Grantee’s termination date, and the vested portion of the Option shall remain exercisable until its expiration on the earlier of (A) the Expiration Date and (B) the 90th day following the date of such termination.

(e) Termination for Cause. If the Company terminates the Grantee’s employment for Cause on or before the final Vesting Date, then the unvested and vested portions of the Option shall be cancelled immediately and the Grantee shall immediately forfeit any rights to the shares of Stock subject to the unexercised portion of the Option.

6. Exercise of Option. Prior to expiration, the Grantee may exercise the vested portion of the Option by following the procedures as outlined on Morgan Stanley StockPlan Connect or other replacement online system designated by the Company. The Option may only be exercised as provided in this Notice of Grant and in accordance with such rules and regulations as may, from time to time, be adopted by the Committee. Exercise of this Option shall be subject to the Grantee satisfying any applicable U.S. Federal, state and local tax withholding obligations and non-U.S. tax withholding obligations.

The exercise price of shares as to which the Option is exercised and all applicable withholding taxes shall be paid in full at the time of exercise (i) in cash, cash equivalents, or by electronic funds transfer, (ii) if permitted by the Committee in its sole discretion, if the Stock is readily tradable on a national securities exchange, through a "cashless exercise" in accordance with a Company established policy or program for the same, (iii) in any other legal consideration the Committee deems appropriate or (iv) a combination of the foregoing. No fraction of a share of Stock shall be issued by Occidental upon exercise of an Option or accepted by Occidental in payment of the exercise price thereof; rather, the Grantee shall provide a cash payment for such amount as is necessary to effect the issuance and acceptance of only whole shares of Stock. Unless and until the date that shares of Stock are issued by Occidental to the Grantee following exercise of the Option, the Grantee (or the person permitted to exercise the Option in the event of the Grantee's death) shall not be or have any of the rights or privileges of a stockholder of Occidental with respect to shares acquirable upon an exercise of the Option.

7. Restructuring. In the event of any equity restructuring that affects the capital stock or capital structure of the Company, such as a stock dividend, stock split, reverse stocks split, split up, spin-off, rights offering, recapitalization through an extraordinary dividend or any other change in capitalization (including, but not limited to, a merger, consolidation, any reorganization (whether or not such reorganization comes within the definition of such term in Section 368 of the Code), or any partial or complete liquidation of the Company, whether or not such events constitute equity restructurings or business combinations within the meaning of FASB ASC Topic 718, the Committee, in order to prevent dilution or enlargement of the Grantee's rights, shall substitute or adjust, as applicable, (i) the number and kind of shares of Stock or other securities subject to the Option, (ii) the exercise price applicable to the Option and (iii) other value determinations applicable to the Option. Any such adjustment shall be conclusive and binding for all purposes of the Option and this Award Agreement.

8. Expiration. The Option shall expire (and shall cease to be outstanding or exercisable) on the tenth anniversary of the Date of Grant (the "**Expiration Date**"). The Option is subject to earlier cancellation, termination or expiration of the Options pursuant to (i) Section 8 or 9(m) of the Plan, (ii) Section H of Attachment 2 hereof or (iii) expiration of the post-termination exercise period set forth in Section 5 above, as applicable.

ATTACHMENT 1

OCCIDENTAL PETROLEUM CORPORATION 2015 LONG-TERM INCENTIVE PLAN STANDARD AWARD TERMS AND CONDITIONS

The following Standard Award Terms and Conditions (these “**Terms and Conditions**”) are set forth as of the “Date of Grant” specified in the Notice of Grant to which these Terms and Conditions are attached (the “**Notice of Grant**”), by and between Occidental Petroleum Corporation (“**Occidental**” and, with its Subsidiaries, the “**Company**”), and the eligible individual (the “**Grantee**”) receiving the award described in the Notice of Grant (the “**Award**” or “**Option**”). The Award is granted in accordance with the Occidental Petroleum Corporation 2015 Long Term Incentive Plan, as may be amended from time to time (the “**Plan**”). Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. These Terms and Conditions, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the “**Award Agreement**”.

1. Acceptance of Award. If the Grantee fails to accept the Award on or before the 45th day following the Date of Grant, then, notwithstanding any other provision of the Award Agreement, the Grantee shall forfeit all rights under the Award (including all shares of Occidental common stock, \$0.20 par value (“**Stock**”), with respect thereto) and the Award will become null and void. For purposes of the Award Agreement, acceptance of the Award shall occur on the date the Grantee accepts the Award through Morgan Stanley StockPlan Connect or any replacement online system designated by the Company.

2. No Employment Contract. Nothing in the Award Agreement confers upon the Grantee any right with respect to continued employment by the Company, nor limits in any manner the right of the Company to terminate the employment or adjust the compensation of the Grantee. Unless otherwise agreed in a writing signed by the Grantee and an authorized representative of the Company, the Grantee’s employment with the Company is “at will” and may be terminated at any time by the Grantee or the Company.

3. Restrictions on Transfer. Neither the Award Agreement nor any right to receive shares of Stock or cash pursuant to the Award Agreement may be transferred or assigned by the Grantee other than in accordance with the transfer restrictions set forth in the Plan.

4. Taxes and Withholding.

(a) Regardless of any action the Company takes with respect to any or all income tax (including U.S. Federal, state and local tax and non-U.S. tax), social insurance, payroll tax, payment on account or other tax-related items related to the Grantee’s participation in the Plan and legally applicable to the Grantee (“**Tax-Related Items**”), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee’s responsibility and may exceed the amount, if any, actually withheld by the Company. The Grantee further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, as applicable, the grant, vesting, settlement or exercise of the Award, and (ii) does not commit to and is under no obligation to structure the terms of the grant or any other aspect of the Award to reduce or eliminate the Grantee’s liability for Tax-Related Items or achieve any

particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Grantee acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company to, and the Company shall, withhold all applicable Tax-Related Items legally payable by the Grantee in connection with the vesting, settlement or exercise of the Award and/or the issuance of any shares of Stock, or the payment of any cash or other consideration pursuant to the Award in accordance with the Notice of Grant, from any cash and shares of Stock that are to be paid or issued to the Grantee pursuant to the Award, in any combination as determined by the Committee, and, if not sufficient, from the Grantee's wages or other cash compensation. The Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's receipt of the Award that cannot be satisfied by the means previously described.

5. Compliance with Law. The Company will make reasonable efforts to comply with all applicable U.S. Federal, state and local laws and non-U.S. laws, and the Company will not issue any shares of Stock or other securities pursuant to the Award Agreement if such issuance would result in a violation of any such law. Further, if it is not feasible for the Company to comply with these laws with respect to the grant, vesting, exercise or settlement of the Award, then the Award may be cancelled without any compensation or additional benefits provided to the Grantee as a result of the cancellation.

6. Relation to Other Benefits. The benefits received by the Grantee under the Award Agreement will not be taken into account in determining any benefits to which the Grantee may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company, including the amount of any life insurance coverage available to any beneficiary of the Grantee under any life insurance plan covering employees of the Company. Additionally, the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses or long-service awards. The grant of the Award does not create any contractual or other right to receive future grants of, or benefits in lieu of, awards under the Plan, even if the Grantee has a history of receiving awards under the Plan or other cash or stock awards.

7. Beneficial Ownership Requirements. If the Grantee (a) was a Named Executive Officer (as defined in Item 402 of Regulation S-K under the Exchange Act) for the last completed fiscal year prior to vesting of the Award and (b) is, as of the date of vesting of the Award, subject to Occidental's Executive Stock Ownership Guidelines, as in effect from time to time (the "**Ownership Guidelines**"), and the Grantee's Stock holdings fail as of such date to satisfy the applicable requirements of the Ownership Guidelines, then the Grantee shall retain Beneficial Ownership (as defined in Rule 16a-1(a)(2) under the Exchange Act) of shares of Stock equal to not less than 50% of the net after-tax shares of Stock, if any, received under the Award until the Grantee satisfies the applicable requirements of the Ownership Guidelines (the "**Beneficial Ownership Period**"). Compliance with the foregoing requirement shall be determined by reference to the reports filed by the Grantee on Forms 3, 4 and 5, as applicable, pursuant to Section 16(a) of the Exchange Act, and the aggregate number of shares of Stock

reported as Beneficially Owned during the Beneficial Ownership Period shall not be less than the sum of the number of shares of Stock then required to be so owned pursuant to the Award Agreement and the terms and conditions of any other grant containing this or a similar requirement.

8. Golden Parachute Policy. Notwithstanding any provision in the Award Agreement to the contrary, no payment shall be made with respect to the Award that would cause the total payments made to the Grantee to exceed the limits in Occidental's Golden Parachute Policy, as in effect from time to time.

9. Adjustments. The number and kind of securities covered by the Award are subject to adjustment as provided under the Plan, such as in order to prevent dilution or expansion of the Grantee's rights under the Award as a result of events such as stock dividends, stock splits or other changes in the capital structure of Occidental, or any merger, consolidation, spin-off, liquidation or other corporate transaction or event having a similar effect. If any such adjustment occurs, the Company will give the Grantee written notice of the adjustment.

10. Amendments. The Plan may be amended, altered, suspended, discontinued or terminated by the Board at any time, as provided in the Plan. Any amendment to the Plan will be deemed to be an amendment to the Award Agreement to the extent it is applicable to the Award; however, no amendment may materially and adversely affect the rights of the Grantee under the Award Agreement without the Grantee's consent. In addition, the Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate the Award Agreement, except as otherwise provided in the Plan; provided that, without the Grantee's consent, no such Committee action may materially and adversely affect the rights of the Grantee under the Award.

11. Severability. If one or more of the provisions of the Award Agreement is invalidated for any reason by a court of competent jurisdiction, the invalidated provisions shall be deemed to be separable from the other provisions of the Award Agreement, and the remaining provisions of the Award Agreement will continue to be valid and fully enforceable.

12. Entire Agreement; Relation to Plan; Interpretation. Except as specifically provided in this Section 12, the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and the Plan constitute the entire agreement between the Company and the Grantee with respect to the Award. The Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistent provisions between the Award Agreement and the Plan, the provisions of the Plan control. References to Sections and Attachments are to Sections of, and Attachments incorporated in, the Award Agreement unless otherwise noted. In the event of any inconsistent provisions between the Award Agreement and any employment agreement between the Grantee and the Company, the provisions of the Award Agreement control (except that, in the case of any inconsistency between any provisions regarding dispute resolution set forth in the employment agreement and the arbitration provisions of Section 22 below, the dispute resolution provisions of the employment agreement will control).

13. Successors and Assigns. Subject to any transfer or forfeiture restrictions set forth in the Notice of Grant, the provisions of the Award Agreement shall be for the benefit of,

and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

14. Beneficiaries/Representatives.

(a) During the Grantee's lifetime, the Option shall be exercisable only by the Grantee, or in the event of the Grantee's legal incapacity, the Grantee's legal guardian or representative. The Grantee may designate a beneficiary ("**Beneficiary**") who will be entitled to (i) exercise the Option following the Grantee's death in accordance with the Award Agreement and (ii) receive payment upon cancelation or settlement of the Option following the Grantee's death, as may be applicable.

(b) If no Beneficiary is designated at the time of the Grantee's death, or if no Beneficiary survives the Grantee, the Beneficiary shall be the Grantee's surviving spouse, or if the Grantee has no surviving spouse, the Grantee's surviving children equally, or if there are no surviving children, the Grantee's surviving parents equally, or if there is no surviving parent, the Grantee's surviving siblings equally, or if there is no sibling living, the Grantee's estate.

(c) In order to designate a Beneficiary or change a previous designation, the Grantee must complete a Long-Term Incentive Beneficiary Designation Form (the "**Form**"). Beneficiary designations submitted on other forms or in any other format will not be accepted. The Grantee should read the Form carefully, follow the instructions and complete the Form in its entirety according to the instructions, obtain any necessary signatures according to the Form, sign and date the Form, and return the Form to the Executive Compensation Department, c/o Occidental Petroleum Corporation, 5 Greenway Plaza, Suite 110, Houston, Texas, 77046. The Grantee should also keep a copy of the Form for the Grantee's records. Upon acceptance, the Grantee's designation will cancel any previous designations. The Grantee's Beneficiary designation shall not affect any designation by the Grantee under any other benefit plan.

(d) The Grantee should consider submitting a new Form if: (1) the Grantee's marital status changes, (2) one of the Grantee's previously designated Beneficiaries dies before the Grantee or (3) the Grantee acquires or loses dependents. To determine the tax consequences associated with the Grantee's designation, it is recommended that the Grantee consult with a qualified tax advisor or estate planner.

15. Governing Law. The laws of the State of Delaware govern the interpretation, performance, and enforcement of the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits).

16. Privacy Rights. By accepting the Award, the Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in the Award Agreement by and among, as applicable, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company holds, or may receive from any agent designated by the Company, certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Stock held by the Grantee, directorships held in the Company, details of the Award or any other entitlement to cash or shares of Stock awarded, canceled, exercised,

vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan, including complying with applicable tax and securities laws ("**Data**"). Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan. These recipients may be located in the Grantee's country or elsewhere, and may have different data privacy laws and protections than the Grantee's country. By accepting the Award, the Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes described above. The Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Committee in writing. Refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan.

17. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the Award or future awards that may be granted under the Plan, if any, by electronic means or to request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

18. Grantee's Representations and Releases.

(a) By accepting the Award, the Grantee acknowledges that the Grantee has read the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and understands that (i) the grant of the Award is made voluntarily by Occidental in its discretion with no liability on the part of any of its direct or indirect Subsidiaries and that, if the Grantee is an employee of a Subsidiary and not Occidental, then the Grantee will be considered a third party of Occidental to whom the Award is granted; (ii) all decisions with respect to future awards, if any, will be at the sole discretion of Occidental; (iii) the Grantee's participation in the Plan is voluntary; (iv) the Award is an extraordinary item that does not constitute a regular and recurring item of base compensation; (v) the future value of any shares of Stock issued and/or the future amount of cash, if any, payable pursuant to the Award cannot be predicted, and Occidental does not assume liability in the event the value of the Award or any such shares of Stock depreciates or has no value in the future; (vi) subject to the terms of any tax equalization agreement between the Grantee and the entity employing the Grantee, the Grantee will be solely responsible for the payment or nonpayment of taxes imposed or threatened to be imposed by any authority of any jurisdiction; and (vii) Occidental is not providing any tax, legal or financial advice with respect to the Award or the Grantee's participation in the Plan.

(b) In consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award, or diminution in value of the Award or the shares of Stock issued pursuant to the Award, resulting from termination of the Grantee's employment by the Company (for any reason whatsoever) and, to the extent permitted by law, the Grantee irrevocably releases the Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the Award, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such claim.

19. Imposition of Other Requirements. Occidental reserves the right to impose other requirements on the Grantee's participation in the Plan and on the Award, to the extent Occidental determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. Compliance with Section 409A of the Code. Unless specified otherwise in the Notice of Grant, the Award is intended to be exempt from the Nonqualified Deferred Compensation Rules. Notwithstanding the foregoing, to the extent that it is determined that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules, the Award Agreement shall be interpreted and administered in such a way as to comply with the applicable provisions of the Nonqualified Deferred Compensation Rules to the maximum extent possible. In addition, if the Award is subject to the Nonqualified Deferred Compensation Rules, then (i) the settlement of the Award or some portion of the Award may be delayed in accordance with the applicable terms of Section 9(n) of the Plan; (ii) any payment on a Change in Control event will be made only if the Change in Control also qualifies as a change of control event within the meaning of the Nonqualified Deferred Compensation Rules and (iii) any determination by the Committee not to accelerate the Award on a Change in Control shall be made only to the extent such determination is consistent with the Nonqualified Deferred Compensation Rules. To the extent that the Board determines that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules and fails to comply with the requirements of the Nonqualified Deferred Compensation Rules, the Board reserves the right (without any obligation to do so) to amend or terminate the Plan and/or amend, restructure, terminate or replace the Award in order to cause the Award to either not be subject to the Nonqualified Deferred Compensation Rules or to comply with the applicable provisions of such rule.

21. Clawback. The award shall be subject to the clawback provisions set forth in Section 9(m) of the Plan.

22. Arbitration. Except as otherwise provided in the Award Agreement, the Grantee and the Company agree to resolve any and all disputes between the Grantee and the Company (and any affiliate of the Company that may employ the Grantee), past, present or future, arising out of or in any way related to the Award Agreement or the Grantee's employment relationship with the Company (or any affiliate of the Company) through a final and binding arbitration administered by the American Arbitration Association (AAA) or another mutually agreed upon arbitration provider; provided, however, that the only claims subject to arbitration shall be those that, in the absence of the Award Agreement, could be brought in a court of law. Nothing herein shall be construed to reduce or eliminate the deference to the Plan Administrator that would otherwise be required prior to, or as part of a claim in court, procedurally or substantively. Subject to the foregoing, the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of the Award Agreement that would otherwise be subject to resolution in a court of law. However, the arbitrator's authority to resolve disputes shall not apply to the "***Class Action Waiver***" described below. Regardless of anything else in the Award Agreement and/or AAA rules or procedures, any dispute relating to the interpretation, applicability, or enforceability of the Class Action Waiver, or any dispute otherwise relating to whether the Award Agreement precludes a class or collective action proceeding, may only be determined by a court and not an arbitrator. In addition, provisional remedies such as a temporary restraining order or preliminary injunction may be pursued and secured in a court to prevent irreparable harm by either party without waiving or otherwise eliminating the

requirement that all matters of final relief be decided through arbitration. In addition, any arbitration conducted pursuant to the Award Agreement shall be subject to the following additional terms and conditions:

(a) Exceptions. The arbitration obligation does not apply to claims for worker's compensation, state disability insurance and unemployment insurance benefits; however, it does apply to retaliation claims based upon seeking such benefits. It does not apply to claims for employee benefits under any benefit plan covered by the Employee Retirement Income Security Act of 1974 or funded by insurance unless the claim can otherwise be brought in a court of law (after the exhaustion of an administrative or alternative remedies otherwise applicable to the claim). It does not apply to any claim that an applicable federal statute or applicable federal Executive Order expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement. Nothing in the Award Agreement prevents the making of a report to or filing a claim or charge with a government agency, including the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, Occupational Health and Safety Administration, or National Labor Relations Board. Nothing in the Award Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by the Award Agreement. And, nothing in this agreement to arbitrate prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

(b) Controlling Law and Procedure. The Federal Arbitration Act ("**FAA**") shall govern the Award Agreement to arbitrate between the parties, including its interpretation, applicability, enforcement and all arbitration proceedings. A party who wishes to arbitrate a claim or dispute covered by the Award Agreement must make a written request for arbitration and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations (the deadline for filing the claim) that applicable law prescribes for the claim. The request for arbitration shall identify the claims asserted, the factual basis for the claim(s), and the relief and/or remedy sought. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the request for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

(c) Class Waiver. The Grantee and Company agree to bring any claim or dispute in arbitration on an individual basis only, and not as a class or collective action; the Grantee and Company waive any right for a dispute or claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority to preside over a class or collective action ("**Class Action Waiver**"). In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed despite this arbitration agreement, the arbitrator is nevertheless without authority to preside over a class or collective action and any class or collective action must be brought in a court of competent jurisdiction. Additionally, unless otherwise agreed to by the parties, claims may not be combined or consolidated with that of any other person or entity.

(d) Arbitration Procedure. Except as otherwise provided for herein, the arbitration will be conducted in accordance with the AAA Employment Arbitration Rules (the "**AAA Rules**"), in effect on the date the written notice of claims request for arbitration is made. The AAA rules are available on-line at www.adr.org. To the extent that any of the AAA Rules

conflicts with the FAA or the Award Agreement, the FAA and the Award Agreement shall control. The arbitrator shall entertain and address any motion to dismiss and/or a motion for summary judgment consistent with the standards for such motions under the Federal Rules of Civil Procedure. The arbitrator may award any remedy available under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator. The arbitrator shall apply the substantive U.S. Federal, state or local law applicable to the claims asserted. The arbitrator is without authority to apply any different substantive law. The award shall be issued in writing and state the essential findings and conclusions on which such award is based. The parties agree to abide by and perform any valid award rendered by the arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof.

(e) Right to Opt-Out. This arbitration agreement is not a mandatory condition of employment. If the Grantee does not wish to be bound by the arbitration obligations created by the Award Agreement, the Grantee can elect not to accept the Award.

(f) Enforcement and Severability. This arbitration agreement survives after the employment relationship terminates. Subject to the Class Action Waiver in Section 22(c) above, if any portion of this arbitration agreement is deemed unenforceable, the unenforceable provision or language shall be severed from the Award Agreement and the remainder will be enforceable.

23. Status of Stock. Occidental intends to register for issuance under the Securities Act of 1933, as amended (the “Act”), the shares of Stock acquirable upon exercise of the Option, and to keep such registration effective throughout the period the Option is exercisable. In the absence of such effective registration or an available exemption from registration under the Act, issuance of shares of Stock acquirable upon exercise of the Option will be delayed until registration of such shares is effective or an exemption from registration under the Act is available. Occidental intends to use its reasonable efforts to ensure that no such delay will occur. In the event exemption from registration under the Act is available upon an exercise of the Option, the Grantee (or the person permitted to exercise the Option in the event of the Grantee's death or incapacity), if requested by the Company to do so, will execute and deliver to the Company in writing an agreement containing such provisions as the Company may require to assure compliance with applicable securities laws.

The Grantee agrees that the shares of Stock which the Grantee may acquire by exercising the Award will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable U.S. Federal, state or local securities or exchange laws or non-U.S. securities or exchange laws. The Grantee also agrees that (i) any certificates representing the shares of Stock purchased under the Award may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws, (ii) Occidental may refuse to register the transfer of the shares of Stock purchased under the Award on the stock transfer records of Occidental if such proposed transfer would, in the opinion of counsel satisfactory to Occidental, constitute a violation of any applicable securities law and (iii) Occidental may give related instructions to its transfer agent, if any, to stop registration of the transfer of the shares of Stock purchased under the Option.

24. Notices. Any notices or other communications provided for in these Terms and Conditions shall be sufficient if in writing. In the case of the Grantee, such notices or

communications shall be effectively delivered if hand delivered to the Grantee at the Grantee's principal place of employment or if sent by certified mail, return receipt requested, to the Grantee at the last address the Grantee has filed with the Company. In the case of the Company, such notices or communications shall be effectively delivered if sent by certified mail, return receipt requested, to Occidental at its principal executive offices.

25. Binding Effect. These Terms and Conditions shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Grantee.

26. Construction. Headings are given to the Sections and subsections of the Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Award Agreement or any provision thereof. Further, under the Award Agreement, (a) pronouns and other words of gender shall be read as gender-neutral, (b) words importing the singular only shall include the plural and vice versa and (c) the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation". The Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Attachment 2

General Terms of Employment

The following General Terms of Employment are set forth as of the "Date of Grant" specified in the Notice of Grant to which this Attachment 2 is attached (the "**Notice of Grant**"), by and between Occidental Petroleum Corporation ("**Occidental**") and the eligible individual (the "**Grantee**") receiving the award described in the Notice of Grant (the "**Award**"). These General Terms of Employment, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the "**Award Agreement**".

For and in consideration of the premises and the mutual covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby agrees as follows, in each case to the fullest extent permitted by law and subject to the limitations provided for in Sections F and G:

A. The Grantee will not publish or divulge to any person, firm, corporation or institution and will not use to the detriment of Occidental, or any of its subsidiaries or other affiliates (the "**Company Group**"), any Confidential Information of any of them (whether generated by them or as a result of any of their business relationships), without first obtaining the written permission of an officer of the Company. As used herein, "**Confidential Information**" means an item of information or compilation of information in any form (tangible or intangible) related to the business of the Company Group that the Grantee acquires during employment and that the Company Group has not made public or authorized public disclosure of; provided that the item or compilation is not readily available to persons outside the Company Group through proper means who would benefit from its use or disclosure and is not obligated to maintain its confidentiality. Confidential Information is also understood to cover the information protected under Company's Confidential Company Information Policy 10:20:80, as it may be amended from time to time.

B. At the time of leaving employment with the Company, the Grantee will deliver to the Company, and not keep or deliver to anyone else, any and all credit cards, drawings, blueprints, specifications, devices, notes, notebooks, documents, memoranda, reports, studies, correspondence and other documents, and, in general, any and all materials (including keys, access cards, FOBs, computers, thumb drives or other electronic storage devices) relating to the Company Group (whether generated by them or as a result of their business relationships), including any copies (whether in paper or electronic form), that the Grantee has in the Grantee's possession or control.

C. The Grantee will, during the Grantee's employment by the Company or any member of the Company Group, comply with the provisions of Occidental's Code of Business Conduct.

D. The Grantee will not interfere with or disrupt any of the operations of the Company Group or otherwise take actions intended directly to harm any entity in the Company Group. The Grantee will not make defamatory or derogatory statements about the Company Group, or its owners, officers or directors ("**Occidental Parties**"), or intentionally publicize information about Occidental Parties to the public or the investment community (through the press, electronic media, or any other mass media or communication outlet) without permission

of an officer of the Company; provided, however, that the foregoing shall not prohibit conduct that is protected by law as described in Sections F and G below.

E. In the event that the Grantee is subject to an "Intellectual Property Assignment and Nondisclosure Agreement" ("**IPANA**") with the Company or a member of the Company Group, the IPANA shall control the rights of the Grantee with respect to intellectual property conceived or created by the Grantee in accordance with the IPANA's terms, and the Grantee will comply with such agreement as a mandatory term of the General Terms of Employment provided herein. In the event the Grantee is not subject to a controlling IPANA, all inventions, developments, designs, improvements, discoveries and ideas that the Grantee makes or conceives in the course of employment by a member of the Company Group, whether or not during regular working hours, relating to any design, article of manufacture, machine, apparatus, process, method, composition of matter, product or any improvement or component thereof, that are manufactured, sold, leased, used or under development by, or pertain to the present or possible future business of a member of the Company Group (collectively "**Proprietary Works**") shall be a work-for-hire and become and remain the property of the Company (or other member of the Company Group that employs the Grantee), its successors and assigns. The Grantee hereby fully and finally, assigns and transfers to the Company (or other member of the Company Group that employs the Grantee), all of the Grantee's right, title and interest in the Proprietary Works. This assignment covers all rights of every kind and character, including all rights necessary to provide Company with all of the benefits of exclusive ownership and control over the Proprietary Works to the fullest extent allowed by law throughout the world, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof.

F. The Grantee acknowledges that through the Company's Speak-Up and Non-Retaliation Policy (Policy No. 91:80:00), the Grantee has been notified of his or her immunity rights related to the use of trade secret information of the Company Group in the reporting illegal conduct or in a claim of retaliation for reporting illegal conduct as provided for under the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)) ("**DTSA**"), and the Grantee has been provided the Company's reporting policy regarding the reporting of suspected illegal conduct.

G. The Grantee understands that the purpose of this statement of General Terms of Employment is to reinforce the protection of the trade secrets, Confidential Information and other intellectual property interests of the Company and Company Group, and not to prohibit any conduct by the Grantee that is compelled by law or protected by law. The Grantee recognizes that nothing in these General Terms of Employment prohibits the Grantee from reporting an event that the Grantee reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission ("**SEC**")), and that no prior approval from or notice to the Company is required before doing so. In addition, nothing in these General Terms of Employment shall be construed to prohibit the Grantee from cooperating in an investigation conducted by a duly authorized government agency, and in the course of such conduct disclosing trade secrets or Confidential Information in a manner that complies with the DTSA (described in the Company's Speak-Up and Non-Retaliation Policy). Without limiting the foregoing, the Grantee acknowledges and understands that nothing in or about the Award Agreement prohibits the Grantee from: (i) filing and, as provided for under Section 21F of the Exchange Act, maintaining the confidentiality of a claim with the SEC; (ii) providing confidential information to the SEC, or providing the SEC with information that would otherwise violate this Attachment 2, to the extent permitted by Section

21F of the Exchange Act; (iii) cooperating, participating or assisting in an SEC investigation or proceeding without notifying Occidental or (iv) receiving a monetary award as set forth in Section 21F of the Exchange Act.

H. The foregoing General Terms of Employment are not intended to be an exclusive list of the employment terms and conditions that apply to the Grantee. The Company, in its sole discretion, may at any time amend or supplement the foregoing terms. The Grantee's breach of the foregoing General Terms of Employment will entitle the Company to take appropriate disciplinary action, including reduction or forfeiture of the Award granted pursuant to the Award Agreement and termination of employment.

**OCCIDENTAL PETROLEUM CORPORATION
2015 LONG-TERM INCENTIVE PLAN**

**NOTICE OF GRANT OF
STOCK APPRECIATION RIGHTS AWARD**

Occidental Petroleum Corporation (“**Occidental**” and, with its Subsidiaries, the “**Company**”) grants you (the “**Grantee**”) this Award (the “**Award**”) of Stock Appreciation Rights (“**SARs**”) pursuant to the Occidental Petroleum Corporation 2015 Long-Term Incentive Plan, as may be amended from time to time (the “**Plan**”), and on the terms and conditions set forth herein.

Each SAR represents the right to receive in cash, the excess, if any, of the Fair Market Value of one share of Occidental common stock, \$0.20 par value (“**Stock**”), as of the date of exercise over the Grant Price (defined below, which has been determined to be equal to the Fair Market Value of a share of Stock on the Date of Grant).

By accepting the Award, the Grantee agrees, to the extent not contrary to applicable law, to (i) the terms and conditions of the Plan and this Notice of Grant of Stock Appreciation Rights Award (the “**Notice of Grant**”); (ii) the Standard Award Terms and Conditions set out on Attachment 1 hereto, including the arbitration provisions thereof (the “**Terms and Conditions**”); and (iii) the General Terms of Employment set out on Attachment 2 hereto, which, in the case of (ii) and (iii), are incorporated in this Notice of Grant by reference. Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. This Notice of Grant (along with the Terms and Conditions and all other incorporated attachments and exhibits) and the SARs evidenced hereby are collectively referred to as the “**Award Agreement**”.

Date of Grant: See Morgan Stanley StockPlan Connect “Stock Options and SARs / Grant Date” (the “**Date of Grant**”).

Number of SARs: See Morgan Stanley StockPlan Connect “Stock Options and SARs / Granted”.

Vesting Schedule: Vesting Date. The Grantee must remain in the continuous employ of the Company from the Date of Grant through each applicable vesting date (each, a “**Vesting Date**”), in accordance with the schedule below (the “**Vesting Schedule**”), in order for the SARs to become vested and exercisable. The vesting schedule shall begin on March 1, 2020 (the “**Vesting Start Date**”).

Vesting Date

Fraction of SAR vesting

1/3

1/3

1/3

Grant Price Per SAR: See Morgan Stanley StockPlan Connect “Stock Option and SARs / Grant Price” (the “**Grant Price**”).

The following terms and conditions are set forth as of the Date of Grant between Occidental and the Grantee:

1. **Grant of SARs.** In accordance with this Notice of Grant and the Plan, Occidental hereby grants to the Grantee, as of the Date of Grant, the aggregate number of SARs set forth above at the Grant Price, pursuant to the Plan and on the terms and conditions set forth in this Award Agreement. In the event of any conflict between the terms of this Notice of Grant and the Plan, the Plan shall control.

2. **Acceptance of Award.** If the Grantee fails to accept the SARs on or before the 45th day following the Date of Grant, then, notwithstanding any other provision of this Award Agreement, the Grantee shall forfeit the SARs and all rights under this Award Agreement. For purposes of this Award Agreement, acceptance of the SARs shall occur on the date the Grantee accepts the SARs through Morgan Stanley StockPlan Connect or any replacement online system designated by the Company.

3. **Grant Price.** The Grant Price for each SAR shall be the Grant Price set forth above, which has been determined to be equal to the Fair Market Value of a share of Stock at the Date of Grant. For all purposes of this Notice of Grant, the Fair Market Value of a share of Stock shall be determined in accordance with the provisions of the Plan.

4. **Vesting of SARs.** The Grantee cannot exercise the SARs until the right to exercise has vested. The Grantee will become vested in the aggregate number of SARs as determined under the Vesting Schedule; provided the Grantee remains employed by the Company until each applicable Vesting Date (except as otherwise provided in Section 5 below). The continuous employment of the Grantee will not be deemed to have been interrupted by reason of the transfer of the Grantee's employment among the Company and its affiliates or an approved leave of absence.

5. **Termination of Employment.** The following provisions shall apply with respect to the Grantee's termination of employment:

(a) **Death; Disability; Termination without Cause.** If, on or prior to the final Vesting Date, (i) the Grantee dies, (ii) the Grantee becomes permanently disabled while in the employ of the Company and the Company terminates the Grantee's employment as a result thereof or (iii) the Company terminates the Grantee's employment without Cause (each of the foregoing, a "***Termination Event***"), then following the Termination Event the SARs shall continue to vest and become exercisable in accordance with the Vesting Schedule, as if the Grantee had remained continuously employed by the Company through the final Vesting Date. Further, the SARs shall remain exercisable until its expiration on the Expiration Date (defined below). For the avoidance of doubt, this Section 5(a) shall not apply to any death or disability of the Grantee occurring after the date of termination of the Grantee's employment for any reason.

(b) **Retirement.** If, on or prior to the final Vesting Date, the Grantee Retires (as defined below), then a number of SARs equal to the Pro Rata Unvested Portion shall immediately vest and become exercisable, and the remaining SARs shall be immediately forfeited. Further, vested SARs shall remain exercisable until their expiration on the Expiration Date. The "***Pro Rata Unvested Portion***" shall be obtained by (i) multiplying

the total number of SARs granted hereunder by a fraction, the numerator of which is the number of days between the Vesting Start Date and the Retirement date and the denominator of which is the number of days between the Vesting Start Date and the final Vesting Date, and (ii) subtracting from the product the number of SARs that previously vested, if any. “**Retires**” or “**Retirement**” means the Grantee’s voluntary resignation from employment with the Company under circumstances which the Committee, in its sole discretion, determines at the time of such resignation to constitute “Retirement” for purposes of this Award. For the avoidance of doubt, the Committee’s determination of whether “Retirement” has occurred shall be made on an individual Award basis, and “Retirement” treatment for any one Award shall not require that all Awards held by the Grantee will receive “Retirement” treatment.

(c) Change in Control. If a Change in Control occurs, the SARs may be adjusted or cancelled at the discretion of the Committee as contemplated by Section 8 of the Plan. If (i) a Change in Control occurs prior to the final Vesting Date in which the successor company or a parent or subsidiary thereof assumes, substitutes or continues the SARs and (ii) the Grantee’s employment is terminated by the Company (or its successor) without Cause or by the Grantee for Good Reason, in each case, on or within 12 months following the date of the Change in Control, then the SARs shall become fully vested and exercisable as of the date of such termination of employment. Further, the SARs shall remain exercisable until their expiration on the Expiration Date. The foregoing provisions of this paragraph shall not apply if, prior to the occurrence of the Change in Control, the Committee determines in its sole discretion that any such termination of employment will not accelerate vesting of the SARs under this paragraph for any reason, and shall instead result in (i) in the case of a termination without Cause, the treatment provided in Section 5(a) above, or (ii) in the case of a resignation by the Grantee for Good Reason, the treatment provided in Section 5(d) below respecting voluntary resignation. Any such determination by the Committee is binding on the Grantee.

(d) Voluntary Resignation. Except as provided above, if the Grantee voluntarily resigns from his or her employment with the Company before the final Vesting Date, then the Grantee shall forfeit any SARs that have not become vested as of the Grantee’s termination date, and any vested SARs shall remain exercisable until their expiration on the earlier of (A) the Expiration Date and (B) the 90th day following the date of such termination.

(e) Termination for Cause. If the Company terminates the Grantee’s employment for Cause on or before the final Vesting Date, then any SARs, whether vested or unvested, shall be cancelled immediately and the Grantee shall immediately forfeit any rights to the SARs and any payment therefor.

6. Exercise of SARs. Prior to expiration, the Grantee may exercise any vested SARs by following the procedures as outlined on Morgan Stanley StockPlan Connect or other replacement online system designated by the Company. The SARs may only be exercised as provided in this Notice of Grant and in accordance with such rules and regulations as may, from time to time, be adopted by the Committee. Exercise of SARs shall be subject to the Grantee satisfying any applicable U.S. Federal, state and local tax withholding obligations and non-U.S. tax withholding obligations.

Upon exercise, Grantee will be paid, with respect to each SAR exercised, a cash amount equal to the excess, if any, of (x) the Fair Market Value of one share of Stock as of the date of exercise over (y) the Grant Price. The Grantee will be obligated to pay any transaction fees imposed by Occidental's agent, if one is designated, and any applicable taxes. If requested, Morgan Stanley StockPlan Connect or other replacement online system designated by the Company may require the Grantee to confirm any oral notice of exercise in writing the same day before the close of trading on the New York Stock Exchange.

7. Restructuring. In the event of any equity restructuring that affects the capital stock or capital structure of the Company, such as a stock dividend, stock split, reverse stocks split, split up, spin-off, rights offering, recapitalization through an extraordinary dividend or any other change in capitalization (including, but not limited to, a merger, consolidation, any reorganization (whether or not such reorganization comes within the definition of such term in Section 368 of the Code), or any partial or complete liquidation of the Company, whether or not such events constitute equity restructurings or business combinations within the meaning of FASB ASC Topic 718, the Committee, in order to prevent dilution or enlargement of the Grantee's rights, shall substitute or adjust, as applicable, (i) the number and kind of shares of Stock or other securities to which the SARs relate, (ii) the Grant Price and (iii) other value determinations applicable to the SARs. Any such adjustment shall be conclusive and binding for all purposes of the SARs and this Award Agreement.

8. Expiration. The SARs shall expire (and shall cease to be outstanding or exercisable) on the tenth anniversary of the Date of Grant (the "**Expiration Date**"). The SARs are subject to earlier cancellation, termination or expiration of the SARs pursuant to (i) Section 8 or 9(m) of the Plan, (ii) Section H of Attachment 2 hereof or (iii) expiration of the post-termination exercise period set forth in Section 5 above, as applicable.

9. No Rights As A Stockholder. Grantee shall not be or have any of the rights or privileges of a stockholder of Occidental with respect to the shares of Stock to which the SARs relate. Without limiting the generality of the foregoing, Grantee shall not have any voting rights or rights to dividends with respect to the shares of Stock to which the SARs relate.

ATTACHMENT 1

OCCIDENTAL PETROLEUM CORPORATION 2015 LONG-TERM INCENTIVE PLAN STANDARD AWARD TERMS AND CONDITIONS

The following Standard Award Terms and Conditions (these “**Terms and Conditions**”) are set forth as of the “Date of Grant” specified in the Notice of Grant to which these Terms and Conditions are attached (the “**Notice of Grant**”), by and between Occidental Petroleum Corporation (“**Occidental**” and, with its Subsidiaries, the “**Company**”), and the eligible individual (the “**Grantee**”) receiving the award described in the Notice of Grant (the “**Award**” or “**SARs**”). The Award is granted in accordance with the Occidental Petroleum Corporation 2015 Long Term Incentive Plan, as may be amended from time to time (the “**Plan**”). Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. These Terms and Conditions, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the “**Award Agreement**”.

1. Acceptance of Award. If the Grantee fails to accept the Award on or before the 45th day following the Date of Grant, then, notwithstanding any other provision of the Award Agreement, the Grantee shall forfeit all rights under the Award (including any rights to payment) and the Award will become null and void. For purposes of the Award Agreement, acceptance of the Award shall occur on the date the Grantee accepts the Award through Morgan Stanley StockPlan Connect or any replacement online system designated by the Company.

2. No Employment Contract. Nothing in the Award Agreement confers upon the Grantee any right with respect to continued employment by the Company, nor limits in any manner the right of the Company to terminate the employment or adjust the compensation of the Grantee. Unless otherwise agreed in a writing signed by the Grantee and an authorized representative of the Company, the Grantee’s employment with the Company is “at will” and may be terminated at any time by the Grantee or the Company.

3. Restrictions on Transfer. Neither the Award Agreement nor any right to receive cash pursuant to the Award Agreement may be transferred or assigned by the Grantee other than in accordance with the transfer restrictions set forth in the Plan.

4. Taxes and Withholding.

(a) Regardless of any action the Company takes with respect to any or all income tax (including U.S. Federal, state and local tax and non-U.S. tax), social insurance, payroll tax, payment on account or other tax-related items related to the Grantee’s participation in the Plan and legally applicable to the Grantee (“**Tax-Related Items**”), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee’s responsibility and may exceed the amount, if any, actually withheld by the Company. The Grantee further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, as applicable, the grant, vesting, settlement or exercise of the Award, and (ii) does not commit to and is under no obligation to structure the terms of the grant or any other aspect of the Award to reduce or eliminate the Grantee’s liability for Tax-Related Items or achieve any

particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Grantee acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company to, and the Company shall, withhold all applicable Tax-Related Items legally payable by the Grantee in connection with the vesting, settlement or exercise of the Award and/or the payment of any cash or other consideration pursuant to the Award in accordance with the Notice of Grant, from any cash that is to be paid or issued to the Grantee pursuant to the Award, in any combination as determined by the Committee, and, if not sufficient, from the Grantee's wages or other cash compensation. The Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's receipt of the Award that cannot be satisfied by the means previously described.

5. Compliance with Law. The Company will make reasonable efforts to comply with all applicable U.S. Federal, state and local laws and non-U.S. laws. Further, if it is not feasible for the Company to comply with these laws with respect to the grant, vesting, exercise or settlement of the Award, then the Award may be cancelled without any compensation or additional benefits provided to the Grantee as a result of the cancellation.

6. Relation to Other Benefits. The benefits received by the Grantee under the Award Agreement will not be taken into account in determining any benefits to which the Grantee may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company, including the amount of any life insurance coverage available to any beneficiary of the Grantee under any life insurance plan covering employees of the Company. Additionally, the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses or long-service awards. The grant of the Award does not create any contractual or other right to receive future grants of, or benefits in lieu of, awards under the Plan, even if the Grantee has a history of receiving awards under the Plan or other cash or stock awards.

7. [Reserved.]

8. Golden Parachute Policy. Notwithstanding any provision in the Award Agreement to the contrary, no payment shall be made with respect to the Award that would cause the total payments made to the Grantee to exceed the limits in Occidental's Golden Parachute Policy, as in effect from time to time.

9. Adjustments. The number and kind of securities covered by the Award are subject to adjustment as provided under the Plan, such as in order to prevent dilution or expansion of the Grantee's rights under the Award as a result of events such as stock dividends, stock splits or other changes in the capital structure of Occidental, or any merger, consolidation, spin-off, liquidation or other corporate transaction or event having a similar effect. If any such adjustment occurs, the Company will give the Grantee written notice of the adjustment.

10. Amendments. The Plan may be amended, altered, suspended, discontinued or terminated by the Board at any time, as provided in the Plan. Any amendment to the Plan will be deemed to be an amendment to the Award Agreement to the extent it is applicable to the Award; however, no amendment may materially and adversely affect the rights of the Grantee under the Award Agreement without the Grantee's consent. In addition, the Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate the Award Agreement, except as otherwise provided in the Plan; provided that, without the Grantee's consent, no such Committee action may materially and adversely affect the rights of the Grantee under the Award.

11. Severability. If one or more of the provisions of the Award Agreement is invalidated for any reason by a court of competent jurisdiction, the invalidated provisions shall be deemed to be separable from the other provisions of the Award Agreement, and the remaining provisions of the Award Agreement will continue to be valid and fully enforceable.

12. Entire Agreement; Relation to Plan; Interpretation. Except as specifically provided in this Section 12, the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and the Plan constitute the entire agreement between the Company and the Grantee with respect to the Award. The Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistent provisions between the Award Agreement and the Plan, the provisions of the Plan control. References to Sections and Attachments are to Sections of, and Attachments incorporated in, the Award Agreement unless otherwise noted. In the event of any inconsistent provisions between the Award Agreement and any employment agreement between the Grantee and the Company, the provisions of the Award Agreement control (except that, in the case of any inconsistency between any provisions regarding dispute resolution set forth in the employment agreement and the arbitration provisions of Section 22 below, the dispute resolution provisions of the employment agreement will control).

13. Successors and Assigns. Subject to any transfer or forfeiture restrictions set forth in the Notice of Grant, the provisions of the Award Agreement shall be for the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

14. Beneficiaries/Representatives.

(a) During the Grantee's lifetime, the SARs shall be exercisable only by the Grantee, or in the event of the Grantee's legal incapacity, the Grantee's legal guardian or representative. The Grantee may designate a beneficiary ("**Beneficiary**") who will be entitled to (i) exercise the SARs following the Grantee's death in accordance with the Award Agreement and (ii) receive payment upon cancelation or settlement of the SARs following the Grantee's death, as may be applicable.

(b) If no Beneficiary is designated at the time of the Grantee's death, or if no Beneficiary survives the Grantee, the Beneficiary shall be the Grantee's surviving spouse, or if the Grantee has no surviving spouse, the Grantee's surviving children equally, or if there are no surviving children, the Grantee's surviving parents equally, or if there is no surviving parent, the Grantee's surviving siblings equally, or if there is no sibling living, the Grantee's estate.

(c) In order to designate a Beneficiary or change a previous designation, the Grantee must complete a Long-Term Incentive Beneficiary Designation Form (the "**Form**"). Beneficiary designations submitted on other forms or in any other format will not be accepted. The Grantee should read the Form carefully, follow the instructions and complete the Form in its entirety according to the instructions, obtain any necessary signatures according to the Form, sign and date the Form, and return the Form to the Executive Compensation Department, c/o Occidental Petroleum Corporation, 5 Greenway Plaza, Suite 110, Houston, Texas, 77046. The Grantee should also keep a copy of the Form for the Grantee's records. Upon acceptance, the Grantee's designation will cancel any previous designations. The Grantee's Beneficiary designation shall not affect any designation by the Grantee under any other benefit plan.

(d) The Grantee should consider submitting a new Form if: (1) the Grantee's marital status changes, (2) one of the Grantee's previously designated Beneficiaries dies before the Grantee or (3) the Grantee acquires or loses dependents. To determine the tax consequences associated with the Grantee's designation, it is recommended that the Grantee consult with a qualified tax advisor or estate planner.

15. Governing Law. The laws of the State of Delaware govern the interpretation, performance, and enforcement of the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits).

16. Privacy Rights. By accepting the Award, the Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in the Award Agreement by and among, as applicable, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company holds, or may receive from any agent designated by the Company, certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Occidental common stock, \$0.20 par value ("**Stock**"), or other securities pursuant to the Award Agreement held by the Grantee, directorships held in the Company, details of the Award or any other entitlement to cash or shares of Stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan, including complying with applicable tax and securities laws ("**Data**"). Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan. These recipients may be located in the Grantee's country or elsewhere, and may have different data privacy laws and protections than the Grantee's country. By accepting the Award, the Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes described above. The Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Committee in writing. Refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan.

17. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the Award or future awards that may be granted under the Plan, if any, by electronic means or to request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by

electronic delivery and, if requested, to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

18. Grantee's Representations and Releases.

(a) By accepting the Award, the Grantee acknowledges that the Grantee has read the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and understands that (i) the grant of the Award is made voluntarily by Occidental in its discretion with no liability on the part of any of its direct or indirect Subsidiaries and that, if the Grantee is an employee of a Subsidiary and not Occidental, then the Grantee will be considered a third party of Occidental to whom the Award is granted; (ii) all decisions with respect to future awards, if any, will be at the sole discretion of Occidental; (iii) the Grantee's participation in the Plan is voluntary; (iv) the Award is an extraordinary item that does not constitute a regular and recurring item of base compensation; (v) the future value of any cash, if any, payable pursuant to the Award cannot be predicted, and Occidental does not assume liability in the event the value of the Award depreciates or has no value in the future; (vi) subject to the terms of any tax equalization agreement between the Grantee and the entity employing the Grantee, the Grantee will be solely responsible for the payment or nonpayment of taxes imposed or threatened to be imposed by any authority of any jurisdiction; and (vii) Occidental is not providing any tax, legal or financial advice with respect to the Award or the Grantee's participation in the Plan.

(b) In consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award, or diminution in value of the Award, resulting from termination of the Grantee's employment by the Company (for any reason whatsoever) and, to the extent permitted by law, the Grantee irrevocably releases the Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the Award, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such claim.

19. Imposition of Other Requirements. Occidental reserves the right to impose other requirements on the Grantee's participation in the Plan and on the Award, to the extent Occidental determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. Compliance with Section 409A of the Code. Unless specified otherwise in the Notice of Grant, the Award is intended to be exempt from the Nonqualified Deferred Compensation Rules. Notwithstanding the foregoing, to the extent that it is determined that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules, the Award Agreement shall be interpreted and administered in such a way as to comply with the applicable provisions of the Nonqualified Deferred Compensation Rules to the maximum extent possible. In addition, if the Award is subject to the Nonqualified Deferred Compensation Rules, then (i) the settlement of the Award or some portion of the Award may be delayed in accordance with the applicable terms of Section 9(n) of the Plan; (ii) any payment on a Change in Control event will be made only if the Change in Control also qualifies as a change of control event within the meaning of the Nonqualified Deferred Compensation Rules and (iii) any determination by the

Committee not to accelerate the Award on a Change in Control shall be made only to the extent such determination is consistent with the Nonqualified Deferred Compensation Rules. To the extent that the Board determines that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules and fails to comply with the requirements of the Nonqualified Deferred Compensation Rules, the Board reserves the right (without any obligation to do so) to amend or terminate the Plan and/or amend, restructure, terminate or replace the Award in order to cause the Award to either not be subject to the Nonqualified Deferred Compensation Rules or to comply with the applicable provisions of such rule.

21. Clawback. The award shall be subject to the clawback provisions set forth in Section 9(m) of the Plan.

22. Arbitration. Except as otherwise provided in the Award Agreement, the Grantee and the Company agree to resolve any and all disputes between the Grantee and the Company (and any affiliate of the Company that may employ the Grantee), past, present or future, arising out of or in any way related to the Award Agreement or the Grantee's employment relationship with the Company (or any affiliate of the Company) through a final and binding arbitration administered by the American Arbitration Association (AAA) or another mutually agreed upon arbitration provider; provided, however, that the only claims subject to arbitration shall be those that, in the absence of the Award Agreement, could be brought in a court of law. Nothing herein shall be construed to reduce or eliminate the deference to the Committee that would otherwise be required prior to, or as part of a claim in court, procedurally or substantively. Subject to the foregoing, the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of the Award Agreement that would otherwise be subject to resolution in a court of law. However, the arbitrator's authority to resolve disputes shall not apply to the "**Class Action Waiver**" described below. Regardless of anything else in the Award Agreement and/or AAA rules or procedures, any dispute relating to the interpretation, applicability, or enforceability of the Class Action Waiver, or any dispute otherwise relating to whether the Award Agreement precludes a class or collective action proceeding, may only be determined by a court and not an arbitrator. In addition, provisional remedies such as a temporary restraining order or preliminary injunction may be pursued and secured in a court to prevent irreparable harm by either party without waiving or otherwise eliminating the requirement that all matters of final relief be decided through arbitration. In addition, any arbitration conducted pursuant to the Award Agreement shall be subject to the following additional terms and conditions:

(a) **Exceptions.** The arbitration obligation does not apply to claims for worker's compensation, state disability insurance and unemployment insurance benefits; however, it does apply to retaliation claims based upon seeking such benefits. It does not apply to claims for employee benefits under any benefit plan covered by the Employee Retirement Income Security Act of 1974 or funded by insurance unless the claim can otherwise be brought in a court of law (after the exhaustion of an administrative or alternative remedies otherwise applicable to the claim). It does not apply to any claim that an applicable federal statute or applicable federal Executive Order expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement. Nothing in the Award Agreement prevents the making of a report to or filing a claim or charge with a government agency, including the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, Occupational Health and Safety Administration, or National Labor Relations Board. Nothing in the Award Agreement prevents the investigation by a government agency of any report, claim or

charge otherwise covered by the Award Agreement. And, nothing in this agreement to arbitrate prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

(b) Controlling Law and Procedure. The Federal Arbitration Act ("**FAA**") shall govern the Award Agreement to arbitrate between the parties, including its interpretation, applicability, enforcement and all arbitration proceedings. A party who wishes to arbitrate a claim or dispute covered by the Award Agreement must make a written request for arbitration and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations (the deadline for filing the claim) that applicable law prescribes for the claim. The request for arbitration shall identify the claims asserted, the factual basis for the claim(s), and the relief and/or remedy sought. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the request for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

(c) Class Waiver. The Grantee and Company agree to bring any claim or dispute in arbitration on an individual basis only, and not as a class or collective action; the Grantee and Company waive any right for a dispute or claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority to preside over a class or collective action ("**Class Action Waiver**"). In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed despite this arbitration agreement, the arbitrator is nevertheless without authority to preside over a class or collective action and any class or collective action must be brought in a court of competent jurisdiction. Additionally, unless otherwise agreed to by the parties, claims may not be combined or consolidated with that of any other person or entity.

(d) Arbitration Procedure. Except as otherwise provided for herein, the arbitration will be conducted in accordance with the AAA Employment Arbitration Rules (the "**AAA Rules**"), in effect on the date the written notice of claims request for arbitration is made. The AAA rules are available on-line at www.adr.org. To the extent that any of the AAA Rules conflicts with the FAA or the Award Agreement, the FAA and the Award Agreement shall control. The arbitrator shall entertain and address any motion to dismiss and/or a motion for summary judgment consistent with the standards for such motions under the Federal Rules of Civil Procedure. The arbitrator may award any remedy available under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator. The arbitrator shall apply the substantive U.S. Federal, state or local law applicable to the claims asserted. The arbitrator is without authority to apply any different substantive law. The award shall be issued in writing and state the essential findings and conclusions on which such award is based. The parties agree to abide by and perform any valid award rendered by the arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof.

(e) Right to Opt-Out. This arbitration agreement is not a mandatory condition of employment. If the Grantee does not wish to be bound by the arbitration obligations created by the Award Agreement, the Grantee can elect not to accept the Award.

(f) Enforcement and Severability. This arbitration agreement survives after the employment relationship terminates. Subject to the Class Action Waiver in Section 22(c) above, if any portion of this arbitration agreement is deemed unenforceable, the unenforceable provision or language shall be severed from the Award Agreement and the remainder will be enforceable.

23. Notices. Any notices or other communications provided for in these Terms and Conditions shall be sufficient if in writing. In the case of the Grantee, such notices or communications shall be effectively delivered if hand delivered to the Grantee at the Grantee's principal place of employment or if sent by certified mail, return receipt requested, to the Grantee at the last address the Grantee has filed with the Company. In the case of the Company, such notices or communications shall be effectively delivered if sent by certified mail, return receipt requested, to Occidental at its principal executive offices.

24. Binding Effect. These Terms and Conditions shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Grantee.

25. Construction. Headings are given to the Sections and subsections of the Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Award Agreement or any provision thereof. Further, under the Award Agreement, (a) pronouns and other words of gender shall be read as gender-neutral, (b) words importing the singular only shall include the plural and vice versa and (c) the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation". The Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Attachment 2 General Terms of Employment

The following General Terms of Employment are set forth as of the "Date of Grant" specified in the Notice of Grant to which this Attachment 2 is attached (the "**Notice of Grant**"), by and between Occidental Petroleum Corporation ("**Occidental**") and the eligible individual (the "**Grantee**") receiving the award described in the Notice of Grant (the "**Award**"). These General Terms of Employment, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the "**Award Agreement**".

For and in consideration of the premises and the mutual covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby agrees as follows, in each case to the fullest extent permitted by law and subject to the limitations provided for in Sections F and G:

A. The Grantee will not publish or divulge to any person, firm, corporation or institution and will not use to the detriment of Occidental, or any of its subsidiaries or other affiliates (the "**Company Group**"), any Confidential Information of any of them (whether generated by them or as a result of any of their business relationships), without first obtaining the written permission of an officer of the Company. As used herein, "**Confidential Information**" means an item of information or compilation of information in any form (tangible or intangible) related to the business of the Company Group that the Grantee acquires during employment and that the Company Group has not made public or authorized public disclosure of; provided that the item or compilation is not readily available to persons outside the Company Group through proper means who would benefit from its use or disclosure and is not obligated to maintain its confidentiality. Confidential Information is also understood to cover the information protected under Company's Confidential Company Information Policy 10:20:80, as it may be amended from time to time.

B. At the time of leaving employment with the Company, the Grantee will deliver to the Company, and not keep or deliver to anyone else, any and all credit cards, drawings, blueprints, specifications, devices, notes, notebooks, documents, memoranda, reports, studies, correspondence and other documents, and, in general, any and all materials (including keys, access cards, FOBs, computers, thumb drives or other electronic storage devices) relating to the Company Group (whether generated by them or as a result of their business relationships), including any copies (whether in paper or electronic form), that the Grantee has in the Grantee's possession or control.

C. The Grantee will, during the Grantee's employment by the Company or any member of the Company Group, comply with the provisions of Occidental's Code of Business Conduct.

D. The Grantee will not interfere with or disrupt any of the operations of the Company Group or otherwise take actions intended directly to harm any entity in the Company Group. The Grantee will not make defamatory or derogatory statements about the Company Group, or its owners, officers or directors ("**Occidental Parties**"), or intentionally publicize information about Occidental Parties to the public or the investment community (through the press, electronic media, or any other mass media or communication outlet) without permission

of an officer of the Company; provided, however, that the foregoing shall not prohibit conduct that is protected by law as described in Sections F and G below.

E. In the event that the Grantee is subject to an "Intellectual Property Assignment and Nondisclosure Agreement" ("**IPANA**") with the Company or a member of the Company Group, the IPANA shall control the rights of the Grantee with respect to intellectual property conceived or created by the Grantee in accordance with the IPANA's terms, and the Grantee will comply with such agreement as a mandatory term of the General Terms of Employment provided herein. In the event the Grantee is not subject to a controlling IPANA, all inventions, developments, designs, improvements, discoveries and ideas that the Grantee makes or conceives in the course of employment by a member of the Company Group, whether or not during regular working hours, relating to any design, article of manufacture, machine, apparatus, process, method, composition of matter, product or any improvement or component thereof, that are manufactured, sold, leased, used or under development by, or pertain to the present or possible future business of a member of the Company Group (collectively "**Proprietary Works**") shall be a work-for-hire and become and remain the property of the Company (or other member of the Company Group that employs the Grantee), its successors and assigns. The Grantee hereby fully and finally, assigns and transfers to the Company (or other member of the Company Group that employs the Grantee), all of the Grantee's right, title and interest in the Proprietary Works. This assignment covers all rights of every kind and character, including all rights necessary to provide Company with all of the benefits of exclusive ownership and control over the Proprietary Works to the fullest extent allowed by law throughout the world, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof.

F. The Grantee acknowledges that through the Company's Speak-Up and Non-Retaliation Policy (Policy No. 91:80:00), the Grantee has been notified of his or her immunity rights related to the use of trade secret information of the Company Group in the reporting illegal conduct or in a claim of retaliation for reporting illegal conduct as provided for under the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)) ("**DTSA**"), and the Grantee has been provided the Company's reporting policy regarding the reporting of suspected illegal conduct.

G. The Grantee understands that the purpose of this statement of General Terms of Employment is to reinforce the protection of the trade secrets, Confidential Information and other intellectual property interests of the Company and Company Group, and not to prohibit any conduct by the Grantee that is compelled by law or protected by law. The Grantee recognizes that nothing in these General Terms of Employment prohibits the Grantee from reporting an event that the Grantee reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission ("**SEC**")), and that no prior approval from or notice to the Company is required before doing so. In addition, nothing in these General Terms of Employment shall be construed to prohibit the Grantee from cooperating in an investigation conducted by a duly authorized government agency, and in the course of such conduct disclosing trade secrets or Confidential Information in a manner that complies with the DTSA (described in the Company's Speak-Up and Non-Retaliation Policy). Without limiting the foregoing, the Grantee acknowledges and understands that nothing in or about the Award Agreement prohibits the Grantee from: (i) filing and, as provided for under Section 21F of the Exchange Act, maintaining the confidentiality of a claim with the SEC; (ii) providing confidential information to the SEC, or providing the SEC with information that would otherwise violate this Attachment 2, to the extent permitted by Section

21F of the Exchange Act; (iii) cooperating, participating or assisting in an SEC investigation or proceeding without notifying Occidental or (iv) receiving a monetary award as set forth in Section 21F of the Exchange Act.

H. The foregoing General Terms of Employment are not intended to be an exclusive list of the employment terms and conditions that apply to the Grantee. The Company, in its sole discretion, may at any time amend or supplement the foregoing terms. The Grantee's breach of the foregoing General Terms of Employment will entitle the Company to take appropriate disciplinary action, including reduction or forfeiture of the Award granted pursuant to the Award Agreement and termination of employment.

OCCIDENTAL PETROLEUM CORPORATION
EXECUTIVE SEVERANCE PLAN

Introduction

As of the Effective Date, the Company adopted this plan known as the Occidental Petroleum Corporation Executive Severance Plan. The Plan was adopted to provide severance compensation to the Company's eligible executives in the event of an involuntary termination of employment under the terms and conditions set forth herein.

ARTICLE I

Definitions and Interpretations

SECTION 1.01 Definitions. As used herein, the following words and phrases shall have the following respective meanings.

(a) Accountant. The meaning set forth in Section 6.03(c).

(b) Affiliate. Any corporation, partnership, limited liability company, limited liability partnership, association, trust or other organization that, directly or indirectly, controls, is controlled by, or is under common control with, the Company. For purposes of the preceding sentence, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any entity or organization, shall mean the possession, directly or indirectly, of the power (i) to vote more than 50% of the securities having ordinary voting power for the election of directors (or the equivalent) of the controlled entity or organization or (ii) to direct or cause the direction of the management and policies of the controlled entity or organization, whether through the ownership of voting securities or by contract or otherwise.

(c) Annual Incentive Plan. The Occidental Petroleum Corporation Executive Incentive Compensation Plan or any successor plan thereto.

(d) Base Salary. With respect to any Participant, the annual rate of base salary paid by the Company or its Subsidiary to such Participant (including amounts that such Participant could have received in cash had he or she not elected to contribute to an employee benefit plan or a deferred compensation program maintained by the Company or any Subsidiary), excluding overtime pay, bonuses, employee benefits, all forms of incentive compensation and all other types of compensation and special payments. For purposes of Section 3.02, (i) if the Date of Termination is on or prior to December 31, 2021, Base Salary shall mean the greater of (A) such Participant's Base Salary as in effect on March 1, 2020 and (B) such Participant's Base Salary as in effect on the Date of Termination, and (ii) if the Date of Termination is after December 31, 2021, Base Salary shall mean such Participant's Base Salary as in effect on the Date of Termination.

(e) Board. The Board of Directors of the Company.

(f) Bonus Amount. If the Date of Termination is on or prior to December 31, 2021, the Bonus Amount shall mean the Participant's bonus earned for the year in which the Date of Termination occurs under the Annual Incentive Plan based on actual performance over the full performance period. If the Date of Termination is after December 31, 2021, the Bonus Amount shall mean the Participant's annual target bonus opportunity under the Annual Incentive Plan for the year in which the Date of Termination occurs.

(g) Cause. Cause (or term of similar import) as defined in a written employment or similar agreement between the Company or one of its Subsidiaries, on the one hand, and the Participant, on the other hand, or if no such agreement exists or Cause (or term of similar import) is not defined therein, then a determination by the Plan Administrator that the Participant:

(i) has engaged in gross negligence, gross incompetence, or gross misconduct in the performance of the Participant's duties with respect to the Company and its Subsidiaries;

(ii) has willfully failed without proper legal reason to perform materially the Participant's duties and responsibilities to the Company and its Subsidiaries;

(iii) has breached any material provision of any written agreement between the Company or one of its Subsidiaries, on the one hand, and the Participant, on the other hand, or any corporate policy or code of conduct established by the Company or one of its Subsidiaries;

(iv) has willfully engaged in conduct that is, or could reasonably be expected to be, materially injurious to the Company and its Subsidiaries;

(v) has committed an act of theft, fraud, embezzlement or misappropriation;

(vi) has committed a breach of a fiduciary duty to the Company and its Subsidiaries; or

(vii) has been convicted of, pleaded no contest to, or received adjudicated probation or deferred adjudication in connection with, any felony (or a crime of similar import in a foreign jurisdiction) or any crime involving fraud, dishonesty or moral turpitude;

provided, however, that upon the occurrence of one or more conditions specified in (i) through (iv) above, the Plan Administrator shall provide notice to the Participant of the existence of such condition(s) and the Participant shall have 30 days following receipt of such notice to correct such condition(s), the determination of whether such condition(s) has been corrected shall be made by the Plan Administrator in its sole discretion, exercised in good faith, and any failure by the Participant to correct such condition(s) shall result in the Participant's termination of employment for Cause upon expiration of such 30-day corrective period or such later date specified by the Plan Administrator. For purposes of this definition, no act or failure to act on the part of the Participant shall be considered "willful" or done or omitted to be done "willfully",

unless it is done, or omitted to be done, by the Participant in bad faith or without reasonable belief that the Participant's action or omission was in the best interest of the Company and its Subsidiaries.

(h) COBRA. The Consolidated Omnibus Budget Reconciliation Act of 1985.

(i) Code. The Internal Revenue Code of 1986.

(j) Company. Occidental Petroleum Corporation, a Delaware corporation.

(k) Continued Benefits. The meaning set forth in Section 3.02(a)(iii).

(l) Date of Termination. With respect to any Participant, the date on which such Participant's employment with the Company and its Subsidiaries is terminated, without the concurrent or immediate re-employment of such Participant by the Company or one of its Subsidiaries (or any successor thereto).

(m) Effective Date. March 29, 2020.

(n) Employee. Any individual who is designated on the U.S. dollar payroll of the Company or a Subsidiary as a regular full-time employee of the Company or a Subsidiary. Notwithstanding the foregoing, "Employee" excludes:

(i) any individual who is not on the U.S. dollar payroll of the Company or a Subsidiary for whatever reason, including a worker that the Company or a Subsidiary considers to be an independent contractor, a leased employee, a contractor or an agency or staffing worker;

(ii) any individual not designated in the payroll records of the Company or a Subsidiary, or otherwise not considered by Company or a Subsidiary, to be a regular full-time employee;

(iii) any interim officer, or temporary or seasonal employee;

(iv) any individual who is a participant in another severance plan or program sponsored by the Company or one of its Subsidiaries (it being understood that (i) if the individual would be eligible to participate in the Plan but for such individual's eligibility to participate in the Occidental Petroleum Corporation Notice and Severance Pay Plan, then such individual shall participate in the Plan in lieu of the Occidental Petroleum Corporation Notice and Severance Pay Plan and (ii) benefits under the Occidental Petroleum Corporation Executive Change in Control Severance Plan due as a result of a qualifying termination of employment within the Protection Period (as defined therein) shall be in lieu of benefits under the Plan);

(v) any individual who is party to an individual written agreement with the Company or its Subsidiary providing for severance benefits; and

(vi) any employee whose employment terms and conditions are governed by a collective bargaining agreement or other agreement with any labor union, works council or other employee representative organization, unless such agreement expressly provides for coverage under the Plan.

(o) ERISA. The Employee Retirement Income Security Act of 1974.

(p) Exchange Act. The Securities Exchange Act of 1934.

(q) Other Source. The meaning set forth in Section 3.03(c).

(r) Participant. A Tier I Employee or Tier II Employee, as applicable, unless otherwise designated by the Plan Administrator pursuant to Section 2.01.

(s) Payments. The meaning set forth in Section 6.03(a).

(t) Person. Any person, entity or “group” within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act.

(u) Plan. This Occidental Petroleum Corporation Executive Severance Plan, as it may be amended or modified from time to time.

(v) Plan Administrator. The Occidental Petroleum Corporation Executive Compensation Committee, as appointed by the Board.

(w) Release Condition. The meaning set forth in Section 3.02(b).

(x) Separation Benefits. The payments and benefits due pursuant to Section 3.02(a).

(y) Specified Employee. A “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, as determined under the Company’s established methodology for determining specified employees.

(z) Subsidiary. Any entity in which the Company, directly or indirectly, holds a majority of the voting power of such entity’s outstanding shares of capital stock or other voting interests, as applicable.

(aa) Tier I Employee. An Employee who is the Chief Executive Officer of the Company.

(bb) Tier II Employee. An Employee, other than a Tier I Employee, (i) who was listed as an executive officer in the Company’s most recent Form 10-K filed; or (ii) who, in the determination of the Plan Administrator, would have been listed as an executive officer in the Company’s Form 10-K for the fiscal year in which the Date of Termination occurs.

(cc) WARN Act. As applicable, the Worker Adjustment and Retraining Notification Act and any other similar U.S. Federal, state or other applicable law mandating the provision of notice to employees prior to termination of employment.

Section 1.02 Interpretations. Pronouns and other words of gender shall be read as gender-neutral. Words importing the singular only shall include the plural and vice versa. The words “include”, “includes” or “including” shall be deemed to be followed by the words “without limitation”. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control. References to any statute shall be deemed to refer to such statute as may be amended from time to time and any rules, regulations other authoritative guidance promulgated thereunder by the appropriate governmental authority. References to a Person are also to its permitted successors and assigns (including, with respect to the Company, any successor or assignee to the Company’s business or assets who becomes bound by the Plan pursuant to Article VII).

ARTICLE II

Eligibility

SECTION 2.01 Participation. Each Tier I Employee and Tier II Employee shall be a Participant; provided that any Tier I Employee or Tier II Employee may be designated as not being a Participant by action of the Plan Administrator at any time.

SECTION 2.02 Duration of Participation. A Participant shall cease to be a Participant when he or she is no longer an Employee as defined herein or otherwise ceases to hold a position that qualifies him or her as a Tier I Employee or Tier II Employee. Notwithstanding the foregoing, a Participant who is entitled, as a result of ceasing to be an Employee, to payment of Separation Benefits or any other amounts due under the Plan shall remain a Participant until all such Separation Benefits have been paid to the Participant.

ARTICLE III

Separation Benefits

SECTION 3.01 Termination of Employment.

(a) Terminations That Give Rise to Separation Benefits Under This Plan. If a Participant’s employment with the Company and its Subsidiaries is terminated by the Company or a Subsidiary without Cause, the Participant shall be eligible to receive Separation Benefits under the Plan.

(b) Terminations That Do Not Give Rise to Separation Benefits Under This Plan. If a Participant’s employment with the Company and its Subsidiaries is terminated for any of the following reasons, the Participant shall not be entitled to Separation Benefits under the Plan:

- (i) a termination by the Company or a Subsidiary for Cause;

(ii) a termination by the Company or a Subsidiary as a result of the Participant's inability to perform the essential functions of his or her position with or without a reasonable accommodation that is required by law;

(iii) the death of the Participant;

(iv) a termination by the Participant due to retirement, or a termination by the Participant if the Participant has announced his or her retirement on or prior to the Effective Date; or

(v) the voluntary termination by the Participant, including, for the avoidance of doubt, the termination of the Participant under any voluntary separation plan announced or implemented by the Company.

SECTION 3.02 Separation Benefits.

(a) Separation Benefits. If a Participant incurs a termination of employment described in Section 3.01(a) and satisfies the Release Condition, then the Company or a Subsidiary, as appropriate, shall pay or provide the following:

(i) *Cash Severance:*

A. Tier I Employee: An amount equal to 2.0 times the sum of (A) Base Salary and (B) the Bonus Amount; or

B. Tier II Employee: An amount equal to 1.5 times the sum of (A) Base Salary and (B) the Bonus Amount.

(I) If the Date of Termination is on or prior to December 31, 2021:

(x) the Base Salary portion of the cash severance amount shall, in each case, be payable in substantially equal installments consistent with the Company's payroll practices over a 12-month period following the Date of Termination, beginning with the Company's next regular payroll period on or following the 60th day following the Date of Termination; provided that any such installments that would otherwise have been payable to the Participant prior to such 60th day shall be accrued and paid to the Participant in a lump sum in the first regular payroll period on or following the 60th day following the Date of Termination; and

(y) the Bonus Amount portion of the cash severance amount shall, in each case, be payable in a lump sum during the first 90 days of the calendar year following the year in which the Date of Termination occurs and otherwise at the same time bonuses are paid generally to participants in the Annual Incentive Plan.

(II) If the Date of Termination is after December 31, 2021, the full cash severance amount (i.e., the Base Salary portion and the Bonus Amount portion) shall be payable in substantially equal installments consistent with the Company's payroll practices over a 12-month period following the Date of Termination, beginning with the Company's next regular payroll period on or following the 60th day following the Date of Termination; provided that any such installments that would otherwise have been payable to the Participant prior to such 60th day shall be accrued and paid to the Participant in a lump sum in the first regular payroll period on or following the 60th day following the Date of Termination;

(ii) *Pro Rata Bonus*: A *pro rata* portion of the Participant's annual bonus under the Annual Incentive Plan in respect of the year in which the Date of Termination occurs (determined by multiplying (A) the Bonus Amount by (B) a fraction, the numerator of which is the number of days between (and inclusive of) the first day of the applicable bonus program year and the Date of Termination, and the denominator of which is the total number of days in the applicable bonus program year). If the Date of Termination is on or prior to December 31, 2021, such prorated bonus shall be payable at the same time bonuses are paid generally to participants in the Annual Incentive Plan (and in all events no later than the fifteenth day of the third month following the end of the applicable performance period). If the Date of Termination is after December 31, 2021, such prorated bonus amount shall be payable with the Company's next regular payroll period on or following the 60th day following the Date of Termination (and in all events no later than March 15 of the calendar year following the calendar year in which the Date of Termination occurs);

(iii) *Welfare Benefits*: Until the second anniversary of the Date of Termination, the Company shall maintain in full force and effect the basic life, medical and dental plans in which the Participant (and, as applicable, the Participant's eligible dependents) were participating immediately prior to the Date of Termination, and shall permit the Participant (and, as applicable, the Participant's eligible dependents) to continue participation in such plans through such two-year period, at the same rates and levels in accordance with the terms of such plans (the "Continued Benefits"), subject to the following:

A. The Participant's continued participation must be possible under the general terms and provisions of such plans;

B. If the Participant's continued participation in any such plan is barred due to the eligibility and participation requirements of such plan as then in effect, the Company shall arrange to provide benefits substantially similar to those to which the Participant was entitled to receive under such plan prior to the Date of Termination, and in such event, appropriate adjustments shall be made so that the after-tax value thereof to the Participant is similar to the after-tax value of the benefit plan in which participation is barred;

C. The Continued Benefits shall be subject to the application of any Medicare or other coordination of benefits provisions under the applicable medical or welfare benefit plan;

D. The Continued Benefits are contractual only and are not to be considered a continuation of coverage as provided under COBRA; and

E. For purposes of determining the Participant's eligibility (but not the time of commencement of coverage) for retiree medical and dental benefits pursuant to such Company plans as are in effect at the time of the Date of Termination, the Participant shall be considered to have remained employed until two years after the Date of Termination and to have retired on the last day of such period, and the Participant's eligibility for retiree medical and dental coverage (and the cost of such coverage), will be the same as if the Participant had elected and received benefits under Option A of the Occidental Petroleum Corporation Notice and Severance Pay Plan;

(iv) *Long-Term Incentive Awards*: Notwithstanding anything to the contrary in any individual award agreement between the Company and the Participant:

A. *Terminations On or Prior To December 31, 2021*: If the Date of Termination is on or prior to December 31, 2021, immediate vesting in full of all service-vesting conditions of all of the Participant's outstanding long-term incentive awards (including equity-based and cash-based awards, phantom awards and retention awards), it being understood that any such outstanding awards that are also subject to satisfaction of performance-vesting conditions shall remain outstanding and shall continue to be eligible to vest subject to the satisfaction of such conditions based on the actual results of the applicable financial or other metrics and shall be payable on the regular payment dates as per the terms of the applicable award agreement; provided that any individual performance goals that are not based on objective financial performance criteria shall be deemed earned at target as of the Date of Termination;

B. *Terminations After December 31, 2021*: If the Date of Termination is after December 31, 2021:

(I) *pro rata* vesting of the unvested portion of each of the Participant's outstanding long-term incentive awards (including equity-based and cash-based awards, phantom awards and retention awards) that are subject solely to service-vesting conditions, determined by multiplying (x) the number of shares covered by such unvested portion and (y) a fraction, the numerator of which equals the number of days between (and inclusive of) the vesting start date of such award and the Date of Termination, and the denominator of which is equal to the total number of days in the applicable vesting period; and

(II) with respect to the unvested portion of Participant's outstanding long-term incentive awards that are subject to performance-vesting conditions, a *pro rata* portion thereof (determined by multiplying (x) the number of shares covered by such unvested portion and (y) a fraction, the numerator

of which equals the number of days between (and inclusive of) the first day of the applicable performance period of such award and the Date of Termination, and the denominator of which is equal to the total number of days in the applicable performance period) shall continue to be eligible to vest subject to the satisfaction of performance-vesting conditions based on the actual results of the applicable financial or other metrics and shall be payable on the regular payment dates as per the terms of the applicable award agreement; provided that any individual performance goals that are not based on objective financial performance criteria shall be deemed earned at target as of the Date of Termination;

provided, further, that if the individual award agreement between the Company and the Participant or other contract applicable to any long-term incentive award held by the Participant provides for more favorable vesting treatment than provided in the Plan, then the more favorable treatment shall apply to such award;

(v) *Outplacement*: Outplacement services pursuant to the Company's executive outplacement program, at the Company's sole cost for up to nine months following the Date of Termination; and

(vi) *Accrued Vacation*: Within 60 days following the Date of Termination, a cash payment equal to any banked vacation and vacation earned but not taken as of the Date of Termination.

(b) Release Condition. In order to receive any of the payments and benefits outlined in this Section 3.02, the Participant must execute and deliver an effective waiver and release of claims of the type required by the Occidental Petroleum Corporation Notice and Severance Pay Plan that becomes irrevocable in accordance with its terms within 55 days following the Date of Termination (the "Release Condition"). If a Participant does not satisfy the Release Condition, the only payment under the Plan to which the Participant would be entitled is the payment for accrued vacation set forth in Section 3.02(a)(vi).

(c) Restrictive Covenants. In the discretion of the Plan Administrator, the payments and benefits outlined in this Section 3.02 shall be conditioned on the Participant's entry into, and compliance with, an agreement containing restrictive covenants (which may include noncompetition and nonsolicitation restrictions) in the form and subject to the terms approved by the Plan Administrator.

SECTION 3.03 Other Benefits Payable and Offset.

(a) Accrued Benefits. The Separation Benefits shall be payable in addition to, and not in lieu of, other accrued or vested or earned but deferred compensation, rights, options or other benefits that are owed to a Participant upon or following his or her termination of employment, including accrued amounts or benefits previously earned and payable under any bonus or other compensation plans, stock option plan, stock ownership plan, stock purchase plan, life insurance plan, health plan, disability plan or similar or successor plan, and any business expenses required to be reimbursed under the applicable policies of the Company and its Subsidiaries.

(b) Offsets. Notwithstanding the foregoing, any Separation Benefits paid under the Plan will be reduced, on a dollar-for-dollar basis, by the following, and such reduction shall be made without any change to the timing of payment in a manner that would violate Section 409A of the Code:

(i) any payments made or to be made to the Participant to comply with, or satisfy liability under, the WARN Act requiring payments in connection with an involuntary termination of employment, plant shutdown, or workforce reduction, including amounts paid in connection with paid leaves of absence, back pay, benefits, and other payments intended to satisfy such liability or alleged liability; and

(ii) any payment provided to Participant after the Date of Termination that Participant was not legally entitled to receive (e.g., salary continuation for a short period of time following the Date of Termination).

(c) No Duplicative Benefits.

(i) Except as provided in subsection (ii) below, if a Participant is eligible to receive benefits under (A) the Plan; and (B) any other severance plan, program or agreement ("Other Source"), then any monetary benefits due under the Plan will be reduced by the monetary benefits due from the Other Source, with the result being that the Participant receives, in the aggregate, all monetary benefits due under the Plan but nothing more. Further, in the event that nonmonetary benefits are due from an Other Source, the Plan Administrator will compare such nonmonetary benefits to the nonmonetary benefits due under the Plan and, where the nonmonetary benefits are of the same nature or class, the Participant will be provided with the better of the two nonmonetary benefits; provided, however, under no circumstances shall the Participant receive duplicate nonmonetary benefits as determined by the Plan Administrator, with the result being that the Participant receives, in the aggregate, no less favorable nonmonetary benefits than those due under the Plan. If the Participant is eligible to receive benefits from any Other Source, the form and timing of payments under such Other Source will be determined as set forth by such Other Source, and the form and timing of any remaining monetary and nonmonetary benefits payable under the Plan will be as described herein without any change in the timing of payment that would violate Section 409A of the Code.

(ii) No Participant shall be eligible for benefits under the Occidental Petroleum Corporation Notice and Severance Pay Plan available for regular full-time employees on the U.S. dollar payroll generally. Notwithstanding anything in Section 3.02(a) to the contrary, in no event will the Participant's separation benefits under the Plan be less than what the Participant would have otherwise been entitled to receive under the Occidental Petroleum Corporation Notice and Severance Pay Plan or under Schedule A thereto (Enhanced Separation Benefits), as applicable.

SECTION 3.04 Payment Obligations Absolute. Unless otherwise determined by the Plan Administrator, the obligations of the Company and the Subsidiaries to pay the Separation Benefits as required by the Plan shall be absolute and unconditional and shall not be affected by any circumstances, including any set-off, counterclaim, recoupment, defense or other right that the Company or any Affiliate may have against any Participant. In no event shall a Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to a Participant

under any of the provisions of the Plan, nor shall the amount of any payment hereunder be reduced by any compensation earned by a Participant as a result of employment by another employer.

ARTICLE IV

Participating Employers

The Company is the sponsor of the Plan. The Company and each Subsidiary that employs a Tier I Employee or Tier II Employee shall be participating employers of the Plan. Each Subsidiary that is a participating employer of the Plan shall only be considered a participating employer with respect to the Participants who are employees of such Subsidiary.

ARTICLE V

Golden Parachute Policy

Notwithstanding anything herein to the contrary, the Separation Benefits to be paid pursuant to the Plan to any Participant shall not exceed the amount permitted under the Company's Golden Parachute Policy unless such Separation Benefits are approved by a vote of the Company's stockholders, provided that any reduction in Separation Benefits shall be reviewed and approved by written resolution of the Board and communicated to the affected Participant within 10 business days following such approval.

ARTICLE VI

Certain Tax Rules

SECTION 6.01 Tax Withholding; No Guarantee of Tax Consequences. The Company and its Affiliates shall have the power to deduct or withhold, or require the Participant to remit to the Company or its Affiliates, any amount deemed sufficient to satisfy U.S. Federal, state, local and non-U.S. taxes, as deemed necessary or appropriate by the Company or its Affiliate. No representation, commitment or guarantee is made that any amounts paid under the Plan will be excludable from the recipient's gross income for any tax purpose, or that any other tax treatment will apply or be available to such Person.

SECTION 6.02 Six-Month Delay for Specified Employee. Notwithstanding any other provision to the contrary, if any Participant is a Specified Employee, no payments under the Plan that constitute nonqualified deferred compensation subject to Section 409A of the Code shall be made to such Participant prior to the date that is six months after the Date of Termination, or such earlier date upon which such amount can be paid or provided under Section 409A of the Code without being subject to additional taxes thereunder. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day.

SECTION 6.03 Cutback of Parachute Payments.

(a) Notwithstanding any other provision to the contrary, if a Participant is a “disqualified individual” (as defined in Section 280G of the Code) and any portion of the Separation Benefits or other payments and benefits the Participant is entitled to receive, has received or would receive in connection with a “change in ownership or control” as defined in Section 280G of the Code (collectively, the “Payments”) would constitute a “parachute payment” (as defined in Section 280G of the Code), then the Payments shall be either (i) reduced (but not below zero) so that the aggregate present value of the Payments will be one dollar (\$1.00) less than three times such Participant’s “base amount” (as defined in Section 280G of the Code), such that no portion of the Payments shall be subject to the excise tax imposed by Section 4999 of the Code; or (ii) paid in full, whichever produces the better net after-tax result for such Participant (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable tax).

(b) The reduction of the Payments, if any, shall be made by reducing the Payments in the reverse order in which the Payments would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time).

(c) All determinations as to the Payments to be reduced and the amount of reduction shall be made by a nationally recognized certified public accounting firm selected by the Company (the “Accountant”), whose determination shall be conclusive and binding. It is expressly understood that in determining the amount of any reduction to the Payments, the Accountant shall conduct a “reasonable compensation” analysis under Section 280G of the Code, including a valuation of any applicable noncompetition or other covenant, and the Company and the Participant shall cooperate in good faith in connection with such valuation. All such determinations by the Accountant shall be at the Company’s expense.

(d) If the Accountant, based on controlling precedent or substantial authority, determines that a Payment has been made or provided and, through error or otherwise, that Payment, when aggregated with other Payments used in determining if a “parachute payment” exists, exceeds one dollar (\$1.00) less than three times the applicable Participant’s base amount, the Participant shall immediately repay such excess to the Company upon notification that an overpayment has been made. If the Accountant, based on controlling precedent or substantial authority, determines that a Payment has been reduced pursuant to this Section 6.03 that could have been fully paid or distributed, the Company (or applicable payor) shall promptly pay such amount to the Participant, together with interest at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code.

SECTION 6.04 Section 409A Considerations. Payments and benefits under the Plan are intended to be exempt from or compliant with Section 409A of the Code, and the Company shall interpret and administer the Plan in accordance therewith. The Company may make amendments to the Plan or revise the timing of any payments to be made hereunder in accordance with Section 409A of the Code. Each payment made under the Plan (including each separate installment payment in the case of a series of installment payments) shall be deemed to be a separate payment for purposes of Section 409A

of the Code. To the extent any payment subject to the Release Condition is payable during a specified period that spans two taxable years, then to the extent such payment is deemed to constitute nonqualified deferred compensation subject to Section 409A of the Code, such payment shall be made in the second taxable year. To the extent that any of the payments or benefits provided for under the Plan are deemed to constitute nonqualified deferred compensation benefits subject to Section 409A of the Code, references to “termination of employment”, “termination”, or words and phrases of similar import shall be deemed to refer to “separation from service” as defined in Section 409A of the Code, and shall be interpreted and applied in a manner that is consistent with the requirements of Section 409A of the Code. To the extent that any reimbursements under the Plan are taxable to a Participant, any such reimbursement payment due to the Participant shall be paid to the Participant as promptly as practicable consistent with the Company’s practice following the Participant’s appropriate itemization and substantiation of expenses incurred, and in all events on or before the last day of the Participant’s taxable year following the taxable year in which the related expense was incurred. The in-kind benefits and reimbursements under the Plan are not subject to liquidation or exchange for another benefit, and the amount of such benefits or reimbursements that a Participant receives in one taxable year shall not affect the amount of such benefits or reimbursements that the Participant receives in any other taxable year. The Continued Benefits shall be provided at the Company’s discretion in a manner that is intended to satisfy an exception to Section 409A of the Code, and therefore not be treated as an arrangement providing for nonqualified deferred compensation that is subject to taxation under Section 409A of the Code, or in a manner that otherwise complies with Section 409A of the Code, including (a) providing such benefits on a nontaxable basis to the Participant, (b) providing for the reimbursement of medical expenses incurred during the time period for which the Participant would be entitled to continuation coverage under a group health plan of the Company under COBRA, (c) providing that such benefits constitute the reimbursement or provision of in-kind benefits payable at a specified time or pursuant to a fixed schedule as permitted under Section 409A of the Code and the authoritative guidance thereunder or (d) requiring the Participant to pay the actual cost of such coverage and having the Company reimburse the Participant for such payments in excess of the rates that would otherwise be required to be paid by the Participant under Section 3.02 (with such reimbursement, less applicable taxes, for a particular calendar year during which the Participant received such coverage to be made within 15 days following the end of such calendar year (but in no event prior to the date that is six months after the Date of Termination)).

ARTICLE VII

Successor to Company.

The Plan shall bind any successor of the Company, its assets or its businesses (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Company would be obligated under the Plan if no succession had taken place.

In the case of any transaction in which a successor would not be bound by the foregoing provision or by operation of law be bound by the Plan, the Company, as a condition precedent to such transaction, shall require such successor expressly and unconditionally to assume and agree

to perform the Company's obligations under the Plan, in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

In addition, any successor of the Company must treat employment service with the Company or any Affiliate (irrespective of whether the Employee was a Participant at the time of such service) and the successor and its affiliates as continuous employment service with the Company and its Affiliates for all purposes of calculating Separation Benefits.

ARTICLE VIII

Amendment and Termination

SECTION 8.01 Amendment and Termination. The Company expects the Plan to be permanent, but since future conditions affecting the Company or its Subsidiaries cannot be anticipated or foreseen, the Company must necessarily and does hereby reserve the right to amend, modify or terminate the Plan at any time by action of the Plan Administrator, including, for the avoidance of doubt, to revoke the designation of an Employee as a Participant.

SECTION 8.02 Documentation. The form of any amendment, suspension, discontinuation or termination of the Plan shall be a written instrument signed by a duly authorized officer or officers of the Company, certifying that the amendment, suspension, discontinuation or termination has been approved or ratified by the Board.

ARTICLE IX

Miscellaneous

SECTION 9.01 Employment Status. This Plan does not constitute a contract of employment or impose on any Participant, the Company or any Affiliate any obligation to retain the Participant as an Employee, to change the status of the Participant's employment, or to change the policies of the Company or any Affiliate regarding termination of employment. Nothing contained in the Plan will be construed as (a) an employment contract between the Company or any Affiliate and any Employee; (b) a right of any Employee to be continued in the employment of the Company or its Affiliates; or (c) a limitation of the right of the Company or its Affiliates to discharge any Employee, with or without Cause, at any time. All Employees will be subject to discharge to the same extent as if the Plan had never been adopted.

SECTION 9.02 Special Compensation. Except as otherwise required by law or as specifically provided in any plan or program maintained by the Company, no payment under the Plan shall be included or taken into account in determining any benefit under any pension, thrift, profit sharing, group insurance, or other benefit plan maintained by the Company.

SECTION 9.03 Sources of Payment. The benefits provided under the Plan will be paid from the general assets of the Company and its Affiliates in accordance with the terms and provisions of the Plan. Nothing herein will be construed to require the Company or any Affiliate to maintain any trust, fund, or otherwise segregate any amount for the benefit of any Person. Furthermore,

no Person with a claim for Separation Benefits hereunder will have any claim against, right to, security or other interest in, any fund, account, or assets of the Company or any Affiliate.

SECTION 9.04 Non-Alienation. No payments, benefits or rights hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, garnishment, charge, execution or levy of any kind, either voluntary or involuntary, by creditors of any Employee or any Employee's beneficiary. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, attach, garnish, charge, execute or levy any payments, benefits or rights hereunder will be void and without effect.

SECTION 9.05 Beneficiary. If a Participant is entitled to receive Separation Benefits but dies prior to receiving entire payment of his Separation Benefits, the Participant's remaining Separation Benefits shall be paid in accordance with the Company's Benefits Policy for Payments of Deceased Active Employees.

SECTION 9.06 Severability. Any provision in the Plan that is prohibited or unenforceable in any jurisdiction by reason of applicable law shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 9.07 Governing Law. The terms, conditions and provisions of the Plan will be construed, governed and enforced under the laws of the State of Texas, without regard to its conflicts of law provisions, except as may be preempted by ERISA or other controlling U.S. Federal law. The Plan is intended to be a "top hat" plan for purposes of ERISA, and shall be construed accordingly.

ARTICLE X

Administration and Claims Procedures

SECTION 10.01 Administration. The Plan Administrator shall have all powers necessary or proper to administer the Plan and to discharge its duties hereunder, and shall have authority to interpret the Plan, apply the provisions hereof, determine eligibility and make all other determinations necessary for the administration of the Plan. The Plan Administrator may establish such rules and procedures as may be necessary to enable it to discharge its duties hereunder. The Plan Administrator may allocate to others certain aspects of the management, operation and responsibilities of the Plan, including the employment of advisors and the delegation of any ministerial duties or functions, to qualified individuals or entities. In writing, or by custom, practice or in operation, the Plan Administrator may provide for the allocation or delegation of any of its duties hereunder to the Vice President Human Resources of the Company and his or her designee. The Plan Administrator will also be authorized to engage or employ agents, attorneys, accountants, consultants, and other advisors which it deems to be necessary or appropriate to assist in discharging its duties hereunder.

SECTION 10.02 Claims Procedures. Generally, an employee who is eligible to receive benefits under the Plan does not have to file a claim for such benefits. If a claimant believes that

he or she did not receive a benefit to which he or she is entitled, the claimant may file a written claim with the Plan Administrator at the following address stating all of the facts on which the claim is based:

Attention: Plan Administrator, Executive Severance Plan
Occidental Petroleum Corporation
5 Greenway Plaza Suite 110
Houston, TX 77046
(713) 215-7000

Within 60 days following receipt of the claim, the Plan Administrator will:

- request any additional information needed to make a decision regarding the claim;
- pay benefits provided by the Plan; or
- send notification to the Claimant of a decision to deny the claim in whole or in part.

If additional information is requested or required in order to make a decision regarding a claim, the claimant will have 60 days from the date the claimant receives such a request to provide the information. The Plan Administrator's decision to pay benefits or deny a claim in whole or in part will be postponed to allow the claimant to respond to the request. If the claimant does not provide the information within 60 days after the claimant receives the request, the claim will be denied unless the claimant has requested and been granted additional time to provide the information.

If the Plan Administrator denies a claim in whole or in part, the claimant will receive written notice of the denial within 60 days from the date any requested additional information was received. The notice will provide the following:

- the specific reasons for the denial of the claim (including the facts upon which the denial is based) and reference to any pertinent Plan provisions on which the denial is based;
- if applicable, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material is necessary; and
- an explanation of the claims review appeal procedure including the name and address of the Person or committee to whom an appeal should be directed.

Within 60 days after the claimant receives the notice of denial from the Plan Administrator, the claimant may request a review of the claim by the Plan Administrator. The request must be in writing and must state the reason or reasons why the claimant believes the claim should not have been denied. The claimant should also include with the written request for an appeal any and all documents, materials, or other evidence which he or she believes supports

the claim for benefits. The request should be addressed to the Plan Administrator at the address of the Plan Administrator.

Generally, the Plan Administrator will give the claimant written notice of its decision within 60 days of the date the claimant's request for review was received by the Plan Administrator. However, if the Plan Administrator finds that special circumstances exist, its decision may be given to the claimant more than 60 days after the date the claimant's request was received, but not later than 120 days after such date. The Plan Administrator's notice of its decision will include specific reasons for its decision and specific references to the provisions of the Plan on which its decision is based. The decision of the Plan Administrator shall be final, conclusive and binding on all Persons (including Employees, Participants and beneficiaries).

Prior to authorizing and awarding any Separation Benefits hereunder, the Plan Administrator may require the claimant to provide additional information, and to complete any required or requested releases, forms or other documents hereunder, including filing of all claims and requests for payment from any other source.

SECTION 10.03 Legal Proceedings. Any claims and disputes between or among any Persons arising out of or in any way connected with this Plan shall be solely and finally settled by Plan Administrator, acting in good faith, the determination of which shall be final. Unless prohibited by applicable law, no legal action may be commenced prior to the completion of the benefits claims procedure described in the Plan. In addition, no legal action may be commenced after the later of 180 days after receiving a written response of the Plan Administrator to an appeal or 365 days after the date the claimant was terminated. If any such judicial proceeding is undertaken, the evidence presented shall be strictly limited to the evidence timely presented to the Plan Administrator.

OCCIDENTAL PETROLEUM CORPORATION

2015 LONG-TERM INCENTIVE PLAN

NOTICE OF GRANT

OF RESTRICTED STOCK UNIT INCENTIVE AWARD (Time-based Vesting; Equity-settled Award; Section 16 Officers; Full Retirement Vesting)

Pursuant to the Occidental Petroleum Corporation 2015 Long-Term Incentive Plan, as the same may be amended from time to time (the "**Plan**"), Occidental Petroleum Corporation ("**Occidental**" and, with its Subsidiaries, the "**Company**") grants you (the "**Grantee**") an award on the terms and conditions set forth herein (the "**Award**"). By accepting this Award, the Grantee agrees, to the extent not contrary to applicable law, to the terms and conditions of the Plan and this Notice of Grant of Restricted Stock Unit Incentive Award (the "**Notice of Grant**"), the Standard Award Terms and Conditions set out on Attachment 1 hereto, including the arbitration provisions thereof (the "**Terms and Conditions**"), and the General Terms of Employment set out on Attachment 2 hereto, which, in the case of (ii) and (iii), are incorporated in this Notice of Grant by reference. Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. This Notice of Grant (along with the Terms and Conditions and all other incorporated attachments and exhibits) and the Award evidenced hereby are collectively referred to as the "**Award Agreement**."

Date of Grant:

Award Type and Description: Restricted Stock Units granted pursuant to Section 6(e) of the Plan, which Award is a bookkeeping entry that represents the right to receive a number of shares of Stock up to the number indicated below under "*Number of Shares*," subject to the terms and conditions of the Award Agreement.

The Grantee's right to receive payment of this Award shall vest and become nonforfeitable upon the Grantee's satisfaction of the continued service requirements described below under "*Time-Vesting Schedule and Forfeiture*."

Number of Shares: See Morgan Stanley "StockPlan Connect/Stock-Based Awards/Awarded" for the total number of Restricted Stock Units subject to the Award.

Time-Vesting Schedule and Forfeiture: Vesting Date. The Grantee must remain in the continuous employ of the Company from the Date of Grant through each applicable vesting date (each, a "**Vesting Date**"), in accordance with the schedule below, to be eligible to receive payment of this Award. The vesting schedule shall begin on _____ (the "**Vesting Start Date**").

Vesting Date

Fraction of Restricted Stock Units Vesting

1/3

1/3

1/3

The continuous employment of the Grantee will not be deemed to have been interrupted by reason of the transfer of the Grantee's employment among the Company and its affiliates or an approved leave of absence.

Termination of Employment; Change in Control. Notwithstanding the foregoing, if, prior to any Vesting Date, the Grantee (i) dies, (ii) becomes permanently disabled while in the employ of the Company and the Company terminates the Grantee's employment as a result thereof, (iii) is terminated by the Company without Cause or (iv) resigns for Good Reason within 12 months following the date of a Change in Control (each of the foregoing, a "**Forfeiture Event**"), then a number of the then-unvested Restricted Stock Units equal to the Pro Rata Unvested RSUs shall immediately vest and become nonforfeitable on the date of the Forfeiture Event, and all other Restricted Stock Units granted hereunder that have not previously vested shall be immediately forfeited. The "**Pro Rata Unvested RSUs**" shall be obtained by (A) multiplying the total number of Restricted Stock Units granted hereunder by a fraction, the numerator of which is the number of days between the Vesting Start Date and the Forfeiture Event and the denominator of which is the number of days between the Vesting Start Date and the final Vesting Date, and (B) subtracting from the product the number of Restricted Stock Units that previously vested, if any. If, prior to any Vesting Date, the Grantee Retires (as defined below), then 100% of the Restricted Stock Units shall become immediately vested and nonforfeitable. If the Grantee terminates employment voluntarily (other than due to resignation for Good Reason within 12 months following the date of a Change in Control or due to Retirement) or is terminated for Cause before any Vesting Date, then the Award will terminate automatically on the date of such termination and the Grantee shall immediately forfeit all unvested Restricted Stock Units. "**Retires**" or "**Retirement**" means the Grantee's voluntary resignation from employment with the Company under circumstances which the Committee, in its sole discretion, determines at the time of such resignation to constitute "Retirement" for purposes of this Award. For the avoidance of doubt, the Committee's determination of whether "Retirement" has occurred shall be made on an individual Award basis, and "Retirement" treatment for any one Award shall not require that all Awards held by the Grantee will receive "Retirement" treatment.

Prior to the occurrence of the Change in Control, the Committee may determine in its sole discretion that a resignation by the Grantee for Good Reason within 12 months following the date of a Change in Control will not accelerate vesting of Pro Rata Unvested RSUs pursuant to the Company's Golden Parachute Policy or otherwise, and shall instead result in forfeiture of all then-unvested Restricted Stock Units upon such resignation. Any such determination by the Committee is binding on the Grantee.

Payment of Award:

Payment for vested Restricted Stock Units will be made solely in shares of Stock, which will be issued to the Grantee as promptly as practicable (but no more than 30 days) after the Vesting Date, Retirement or Forfeiture Event, as applicable (the "**Payment Trigger Date**"), and in any event no later than the 15th day of the third month following the end of the first taxable year in which the Restricted Stock Units are no longer subject to a substantial risk of forfeiture.

Notwithstanding the foregoing, in the event the Award is determined to be subject to Nonqualified Deferred Compensation Rules, any payment hereunder will be made no later than the end of the year in which the applicable Payment Trigger Date occurs, except to the extent Section 9(n) of the Plan requires payment on the Grantee's Section 409A Payment Date.

*Dividends, Voting
and Other Rights:*

Restricted Stock Units are not shares of Stock and have no voting rights or, except as described in this paragraph, dividend rights. With respect to each Restricted Stock Unit subject to this Award, the Grantee is also awarded Dividend Equivalents with respect to one share of Stock, which means that, in the event that Occidental declares and pays a cash dividend on its outstanding Stock and, on the record date for such dividend, the Grantee holds Restricted Stock Units that have not been settled or forfeited pursuant to the terms of the Award Agreement, then the Grantee will be credited on the books and records of Occidental with an amount equal to the amount per share of any such cash dividend for each outstanding Restricted Stock Unit. The Grantee will be credited with such Dividend Equivalents for the period beginning on the Date of Grant and ending on the applicable Payment Trigger Date or, if earlier, the date the Grantee forfeits his rights with respect to the Restricted Stock Units. The Dividend Equivalents will be accumulated and Occidental shall pay in cash to the Grantee an amount equal to the Dividend Equivalents credited to such Grantee as promptly as may be practicable on or after the applicable Vesting Date, and in any event no later than the 15th day of the third month following the end of the taxable year in which such Dividend Equivalents are no longer subject to a substantial risk of forfeiture.

For purposes of clarity, if Restricted Stock Units are forfeited by the Grantee, then the Grantee shall also forfeit the Dividend Equivalents, if any, accrued with respect to such Restricted Stock Units.

Holding Period: The shares of Stock ultimately received by the Grantee in connection with the vesting of Restricted Stock Units on _____ must be held by the Grantee until _____. The shares of Stock ultimately received by the Grantee in connection with the vesting of Restricted Stock Units on _____ must be held by the Grantee until _____. The shares of Stock ultimately received by the Grantee in connection with the vesting of Restricted Stock Units on _____ must be held by the Grantee until _____. For purposes of the foregoing, shares of stock "ultimately received" shall mean any shares delivered to the Grantee pursuant to the Award, less any shares surrendered to cover the Grantee's tax obligations.

Notwithstanding the immediately preceding paragraph, to the extent that the Grantee is subject to Occidental's Executive Stock Ownership Guidelines, as in effect from time to time (the "**Ownership Guidelines**"), and the Grantee's Stock holdings fail, as of the last day of an applicable holding period set forth in the immediately preceding paragraph, to satisfy the applicable requirements of the Ownership Guidelines, then the Grantee shall continue to retain Beneficial Ownership (as defined in Rule 16a-1(a)(2) under the Exchange Act) of all shares of Stock ultimately received by the Grantee in connection with the vesting of Restricted Stock Units on the related Vesting Date until the Grantee satisfies the applicable requirements of the Ownership Guidelines (the "**Beneficial Ownership Period**"). Compliance with the foregoing requirement shall be determined by reference to the reports filed by the Grantee on Forms 3, 4 and 5, as applicable, pursuant to Section 16(a) of the Exchange Act.

Notwithstanding the immediately preceding two paragraphs, upon a Grantee's separation of employment with Occidental, such Grantee shall no longer be subject to the two-year holding requirement or Occidental's Executive Stock Ownership Guidelines.

ATTACHMENT 1

OCCIDENTAL PETROLEUM CORPORATION 2015 LONG-TERM INCENTIVE PLAN STANDARD AWARD TERMS AND CONDITIONS

The following Standard Award Terms and Conditions (these “**Terms and Conditions**”) are set forth as of the Date of Grant specified in the Notice of Grant to which these Terms and Conditions are attached (the “**Notice of Grant**”), by and between Occidental Petroleum Corporation (“**Occidental**” and, with its Subsidiaries, the “**Company**”), and the eligible individual (the “**Grantee**”) receiving the award described in the Notice of Grant (the “**Award**”). The Award is granted in accordance with the Occidental Petroleum Corporation 2015 Long Term Incentive Plan, as may be amended from time to time (the “**Plan**”). Capitalized terms used but not defined herein shall, unless otherwise indicated, have the meanings set forth in the Plan. These Terms and Conditions, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the “**Award Agreement**.”

1. **Acceptance of Award.** If the Grantee fails to accept the Award on or before the 45th day following the Date of Grant, then, notwithstanding any other provision of the Award Agreement, the Grantee shall forfeit all rights under the Award (including all shares of Occidental common stock, \$0.20 par value (“**Stock**”), and any dividend equivalents with respect thereto) and the Award will become null and void. For purposes of the Award Agreement, acceptance of the Award shall occur on the date the Grantee accepts the Award through Morgan Stanley StockPlan Connect or any replacement online system designated by the Company.
2. **No Employment Contract.** Nothing in the Award Agreement confers upon the Grantee any right with respect to continued employment by the Company, nor limits in any manner the right of the Company to terminate the employment or adjust the compensation of the Grantee. Unless otherwise agreed in a writing signed by the Grantee and an authorized representative of the Company, the Grantee’s employment with the Company is at will and may be terminated at any time by the Grantee or the Company.
3. **Restrictions on Transfer.** Neither the Award Agreement nor any right to receive shares of Stock or cash pursuant to the Award Agreement may be transferred or assigned by the Grantee other than in accordance with the transfer restrictions set forth in the Plan.
4. **Taxes and Withholding.**
 - a. Regardless of any action the Company takes with respect to any or all income tax (including U.S. Federal, state and local tax and non-U.S. tax), social insurance, payroll tax, payment on account or other tax-related items related to the Grantee’s participation in the Plan and legally applicable to the Grantee (“**Tax-Related Items**”), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee’s responsibility and may exceed the amount, if any, actually withheld by the Company. The Grantee further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, as applicable, the grant, vesting or settlement of the Award and the receipt of any dividends or Dividend Equivalents thereon; and (ii) does not commit to and is under no obligation to

structure the terms of the grant or any other aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Grantee acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

- b. Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company to withhold all applicable Tax-Related Items legally payable by the Grantee in connection with the grant, vesting or settlement of the Award and/or the issuance of any shares of Stock or the payment of any cash or other consideration pursuant to the Award in accordance with the Notice of Grant, from any cash and shares of Stock that are to be paid or issued to the Grantee pursuant to the Award (including any dividends or Dividend Equivalents), in any combination as determined by the Committee, and, if not sufficient, from the Grantee's wages or other cash compensation. The Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's receipt of the Award that cannot be satisfied by the means previously described.
5. **Compliance with Law.** The Company will make reasonable efforts to comply with all applicable U.S. Federal, state and local laws and non-U.S. laws, and the Company will not issue any shares of Stock or other securities pursuant to the Award Agreement if such issuance would result in a violation of any such law. Further, if it is not feasible for the Company to comply with these laws with respect to the grant, vesting or settlement of the Award, then the Award may be cancelled without any compensation or additional benefits provided to the Grantee as a result of the cancellation.
6. **Relation to Other Benefits.** The benefits received by the Grantee under the Award Agreement will not be taken into account in determining any benefits to which the Grantee may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company, including the amount of any life insurance coverage available to any beneficiary of the Grantee under any life insurance plan covering employees of the Company. Additionally, the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses or long-service awards. The grant of the Award does not create any contractual or other right to receive future grants of, or benefits in lieu of, awards under the Plan, even if the Grantee has a history of receiving awards under the Plan or other cash or stock awards.
7. **Beneficial Ownership Requirements.** If the Grantee (a) was a Named Executive Officer (as defined in Item 402 of Regulation S-K under the Exchange Act) for the last completed fiscal year prior to vesting of the Award, and (b) is, as of the date of vesting of the Award, subject to Occidental's Executive Stock Ownership Guidelines, as in effect from time to time (the "***Ownership Guidelines***"), and the Grantee's Stock holdings fail as of such date to satisfy the applicable requirements of the Ownership Guidelines, then the Grantee shall retain Beneficial Ownership (as defined in Rule 16a-1(a)(2) under the Exchange Act) of shares of Stock equal to not less than 50% of

the net after-tax shares of Stock, if any, received under the Award until the Grantee satisfies the applicable requirements of the Ownership Guidelines (the “**Beneficial Ownership Period**”). Compliance with the foregoing requirement shall be determined by reference to the reports filed by the Grantee on Forms 3, 4 and 5, as applicable, pursuant to Section 16(a) of the Exchange Act, and the aggregate number of shares of Stock reported as Beneficially Owned during the Beneficial Ownership Period shall not be less than the sum of the number of shares of Stock then required to be so owned pursuant to the Award Agreement and the terms and conditions of any other grant containing this or a similar requirement.

8. **Golden Parachute Policy.** Notwithstanding any provision in the Award Agreement to the contrary, no payment shall be made with respect to the Award that would cause the total payments made to the Grantee to exceed the limits in Occidental's Golden Parachute Policy, as in effect from time to time.
9. **Adjustments.** The number and kind of securities covered by the Award are subject to adjustment as provided under the Plan, such as in order to prevent dilution or expansion of the Grantee's rights under the Award as a result of events such as stock dividends, stock splits or other changes in the capital structure of Occidental, or any merger, consolidation, spin-off, liquidation or other corporate transaction or event having a similar effect. If any such adjustment occurs, the Company will give the Grantee written notice of the adjustment.
10. **Amendments.** The Plan may be amended, altered, suspended, discontinued or terminated by the Board at any time, as provided in the Plan. Any amendment to the Plan will be deemed to be an amendment to the Award Agreement to the extent it is applicable to the Award; however, no amendment may materially and adversely affect the rights of the Grantee under the Award Agreement without the Grantee's consent. In addition, the Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate the Award Agreement, except as otherwise provided in the Plan; provided, that, without the Grantee's consent, no such Committee action may materially and adversely affect the rights of the Grantee under the Award.
11. **Severability.** If one or more of the provisions of the Award Agreement is invalidated for any reason by a court of competent jurisdiction, the invalidated provisions shall be deemed to be separable from the other provisions of the Award Agreement, and the remaining provisions of the Award Agreement will continue to be valid and fully enforceable.
12. **Entire Agreement; Relation to Plan; Interpretation.** Except as specifically provided in this Section 12, the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and the Plan constitute the entire agreement between the Company and the Grantee with respect to the Award. The Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistent provisions between the Award Agreement and the Plan, the provisions of the Plan control. References to Sections and Attachments are to Sections of, and Attachments incorporated in, the Award Agreement unless otherwise noted. In the event of any inconsistent provisions between the Award Agreement and any employment agreement between the Grantee and the Company, the provisions of the Award Agreement control (except that, in the case of any inconsistency between any provisions regarding dispute resolution set

forth in the employment agreement and the arbitration provisions of Section 22 below, the dispute resolution provisions of the employment agreement will control).

13. **Successors and Assigns.** Subject to any transfer or forfeiture restrictions set forth in the Notice of Grant, the provisions of the Award Agreement shall be for the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.
14. **Beneficiaries.**
 - a. The Grantee shall have the option of designating a beneficiary ("**Beneficiary**") to receive settlement of the Grantee's Award upon the Grantee's death.
 - b. If no Beneficiary is designated at the time of the Grantee's death, or if no Beneficiary survives the Grantee, the Beneficiary shall be the Grantee's surviving spouse, or if the Grantee has no surviving spouse, the Grantee's surviving children equally, or if there are no surviving children, the Grantee's surviving parents equally, or if there is no surviving parent, the Grantee's surviving siblings equally, or if there is no sibling living, the Grantee's estate.
 - c. In order to designate a Beneficiary or change a previous designation, the Grantee must complete a Long-Term Incentive Beneficiary Designation Form (the "**Form**"). Beneficiary designations submitted on other forms or in any other format will not be accepted. The Grantee should read the Form carefully, follow the instructions and complete the Form in its entirety according to the instructions, obtain any necessary signatures according to the Form, sign and date the Form, and return the Form to the Executive Compensation Department, c/o Occidental Petroleum Corporation, 5 Greenway Plaza, Suite 110, Houston, Texas, 77046. The Grantee should also keep a copy of the Form for the Grantee's records. Upon acceptance, the Grantee's designation will cancel any previous designations. The Grantee's Beneficiary designation shall not affect any designation by the Grantee under any other benefit plan.
 - d. The Grantee should consider submitting a new Form if: (1) the Grantee's marital status changes, (2) one of the Grantee's previously designated Beneficiaries dies before the Grantee, or (3) the Grantee acquires or loses dependents. To determine the tax consequences associated with the Grantee's designation, it is recommended that the Grantee consult with a qualified tax advisor or estate planner.
15. **Governing Law.** The laws of the State of Delaware govern the interpretation, performance, and enforcement of the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits).
16. **Privacy Rights.** By accepting the Award, the Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in the Award Agreement by and among, as applicable, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company holds, or may receive from any agent designated by the Company, certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Stock held by the Grantee, directorships held in the Company, details of the Award or any other entitlement to cash or shares of Stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of

implementing, administering and managing the Plan, including complying with applicable tax and securities laws ("**Data**"). Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan. These recipients may be located in the Grantee's country or elsewhere, and may have different data privacy laws and protections than the Grantee's country. By accepting the Award, the Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes described above. The Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Committee in writing. Refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan.

17. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or future awards that may be granted under the Plan, if any, by electronic means or to request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

18. **Grantee's Representations and Releases.**

- a. By accepting the Award, the Grantee acknowledges that the Grantee has read the Award Agreement (including these Terms and Conditions, the Notice of Grant and all incorporated attachments and exhibits) and understands that (i) the grant of the Award is made voluntarily by Occidental in its discretion with no liability on the part of any of its direct or indirect Subsidiaries and that, if the Grantee is an employee of a Subsidiary and not Occidental, then the Grantee will be considered a third party of Occidental to whom the Award is granted; (ii) all decisions with respect to future awards, if any, will be at the sole discretion of Occidental; (iii) the Grantee's participation in the Plan is voluntary; (iv) the Award is an extraordinary item that does not constitute a regular and recurring item of base compensation; (v) the future value of any shares of Stock issued and/or the future amount of cash, if any, payable pursuant to the Award cannot be predicted, and Occidental does not assume liability in the event the value of the Award or any such shares of Stock depreciates or has no value in the future; (vi) subject to the terms of any tax equalization agreement between the Grantee and the entity employing the Grantee, the Grantee will be solely responsible for the payment or nonpayment of taxes imposed or threatened to be imposed by any authority of any jurisdiction; and (vii) Occidental is not providing any tax, legal or financial advice with respect to the Award or the Grantee's participation in the Plan.
- b. In consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award or diminution in value of the Award or the shares of Stock issued pursuant to the Award resulting from termination of the Grantee's employment by the Company (for any reason whatsoever) and, to the extent permitted by law, the Grantee irrevocably releases the Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the Award, the

Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such claim.

19. **Imposition of Other Requirements.** Occidental reserves the right to impose other requirements on the Grantee's participation in the Plan and on the Award, to the extent Occidental determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
20. **Compliance with Section 409A of the Code.** Unless specified otherwise in the Notice of Grant, the Award is intended to be exempt from the Nonqualified Deferred Compensation Rules. Notwithstanding the foregoing, to the extent that it is determined that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules, the Award Agreement shall be interpreted and administered in such a way as to comply with the applicable provisions of the Nonqualified Deferred Compensation Rules to the maximum extent possible. In addition, if the Award is subject to the Nonqualified Deferred Compensation Rules, then (i) the settlement of the Award or some portion of the Award may be delayed in accordance with the applicable terms of Section 9(n) of the Plan; (ii) any payment on a Change in Control event will be made only if the Change in Control also qualifies as a change of control event within the meaning of the Nonqualified Deferred Compensation Rules; and (iii) any determination by the Committee not to accelerate the Award on a Change in Control shall be made only to the extent such determination is consistent with the Nonqualified Deferred Compensation Rules. To the extent that the Board determines that the Plan or the Award is subject to the Nonqualified Deferred Compensation Rules and fails to comply with the requirements of the Nonqualified Deferred Compensation Rules, the Board reserves the right (without any obligation to do so) to amend or terminate the Plan and/or amend, restructure, terminate or replace the Award in order to cause the Award to either not be subject to the Nonqualified Deferred Compensation Rules or to comply with the applicable provisions of such rule.
21. **Clawback.** The award shall be subject to the clawback provisions set forth in Section 9(m) of the Plan.
22. **Arbitration.** Except as otherwise provided in the Award Agreement, the Grantee and the Company agree to resolve any and all disputes between the Grantee and the Company (and any affiliate of the Company that may employ the Grantee), past, present or future, arising out of or in any way related to the Award Agreement or the Grantee's employment relationship with the Company (or any affiliate of the Company) through a final and binding arbitration administered by the American Arbitration Association (AAA) or another mutually agreed upon arbitration provider; provided, however, that the only claims subject to arbitration shall be those that, in the absence of the Award Agreement, could be brought in a court of law. Nothing herein shall be construed to reduce or eliminate the deference to the Plan Administrator that would otherwise be required prior to, or as part of a claim in court, procedurally or substantively. Subject to the foregoing, the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of the Award Agreement that would otherwise be subject to resolution in a court of law. However, the arbitrator's authority to resolve disputes shall not apply to the "***Class Action Waiver***" described below. Regardless of anything else in the

Award Agreement and/or AAA rules or procedures, any dispute relating to the interpretation, applicability, or enforceability of the Class Action Waiver, or any dispute otherwise relating to whether the Award Agreement precludes a class or collective action proceeding, may only be determined by a court and not an arbitrator. In addition, provisional remedies such as a temporary restraining order or preliminary injunction may be pursued and secured in a court to prevent irreparable harm by either party without waiving or otherwise eliminating the requirement that all matters of final relief be decided through arbitration. In addition, any arbitration conducted pursuant to the Award Agreement shall be subject to the following additional terms and conditions:

(a) Exceptions. The arbitration obligation does not apply to claims for worker's compensation, state disability insurance and unemployment insurance benefits; however, it does apply to retaliation claims based upon seeking such benefits. It does not apply to claims for employee benefits under any benefit plan covered by the Employee Retirement Income Security Act of 1974 or funded by insurance unless the claim can otherwise be brought in a court of law (after the exhaustion of an administrative or alternative remedies otherwise applicable to the claim). It does not apply to any claim that an applicable federal statute or applicable federal Executive Order expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement. Nothing in the Award Agreement prevents the making of a report to or filing a claim or charge with a government agency, including the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, Occupational Health and Safety Administration, or National Labor Relations Board. Nothing in the Award Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by the Award Agreement. And, nothing in this agreement to arbitrate prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

(b) Controlling Law and Procedure. The Federal Arbitration Act ("**FAA**") shall govern the Award Agreement to arbitrate between the parties, including its interpretation, applicability, enforcement and all arbitration proceedings. A party who wishes to arbitrate a claim or dispute covered by the Award Agreement must make a written request for arbitration and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations (the deadline for filing the claim) that applicable law prescribes for the claim. The request for arbitration shall identify the claims asserted, the factual basis for the claim(s), and the relief and/or remedy sought. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the request for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

(c) Class Waiver. The Grantee and Company agree to bring any claim or dispute in arbitration on an individual basis only, and not as a class or collective action; the Grantee and Company waive any right for a dispute or claim to be brought, heard, or decided as a class or collective action, and the arbitrator has no power or authority to preside over a class or collective action ("**Class Action Waiver**"). In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed despite this arbitration agreement, the arbitrator is nevertheless without authority to preside over a class or collective action and any class or collective action must be brought in

a court of competent jurisdiction. Additionally, unless otherwise agreed to by the parties, claims may not be combined or consolidated with that of any other person or entity.

(d) **Arbitration Procedure.** Except as otherwise provided for herein, the arbitration will be conducted in accordance with the AAA Employment Arbitration Rules (the “**AAA Rules**”), in effect on the date the written notice of claims request for arbitration is made. The AAA rules are available on-line at www.adr.org. To the extent that any of the AAA Rules conflicts with the FAA or the Award Agreement, the FAA and the Award Agreement shall control. The arbitrator shall entertain and address any motion to dismiss and/or a motion for summary judgment consistent with the standards for such motions under the Federal Rules of Civil Procedure. The arbitrator may award any remedy available under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator. The arbitrator shall apply the substantive U.S. Federal, state or local law applicable to the claims asserted. The arbitrator is without authority to apply any different substantive law. The award shall be issued in writing and state the essential findings and conclusions on which such award is based. The parties agree to abide by and perform any valid award rendered by the arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof.

(e) **Right to Opt-Out.** This arbitration agreement is not a mandatory condition of employment. If the Grantee does not wish to be bound by the arbitration obligations created by the Award Agreement, the Grantee can elect not to accept the Award.

(f) **Enforcement and Severability.** This arbitration agreement survives after the employment relationship terminates. Subject to the Class Action Waiver in Section 22(c) above, if any portion of this arbitration agreement is deemed unenforceable, the unenforceable provision or language shall be severed from the Award Agreement and the remainder will be enforceable.

23. Status of Stock. Occidental intends to register for issuance under the Securities Act of 1933, as amended (the “**Act**”), the shares of Stock acquirable upon settlement of the Award. In the absence of such effective registration or an available exemption from registration under the Act, issuance of shares of Stock acquirable upon settlement of the Award will be delayed until registration of such shares is effective or an exemption from registration under the Act is available. Occidental intends to use its reasonable efforts to ensure that no such delay will occur. In the event exemption from registration under the Act is available upon settlement of the Award, the Grantee, if requested by the Company to do so, will execute and deliver to the Company in writing an agreement containing such provisions as the Company may require to assure compliance with applicable securities laws.

The Grantee agrees that the shares of Stock which the Grantee may acquire in settlement of the Award will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable U.S. Federal, state or local securities or exchange laws or non-U.S. securities or exchange laws. The Grantee also agrees that (i) any certificates representing the shares of Stock to be delivered in settlement of the Award may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws, (ii) Occidental may refuse to register the transfer of the shares of Stock to be delivered in settlement of the Award on the stock transfer records of Occidental if such proposed transfer would, in the opinion of counsel satisfactory to Occidental, constitute a violation of any applicable securities law and (iii) Occidental may give related instructions to its transfer agent, if any, to stop registration of the transfer of the shares of Stock to be delivered in settlement of the Award.

24. Notices. Any notices or other communications provided for in these Terms and Conditions shall be sufficient if in writing. In the case of the Grantee, such notices or communications shall be effectively delivered if hand delivered to the Grantee at the Grantee's principal place of employment or if sent by certified mail, return receipt requested, to the Grantee at the last address the Grantee has filed with the Company. In the case of the Company, such notices or communications shall be effectively delivered if sent by certified mail, return receipt requested, to Occidental at its principal executive offices.

25. Binding Effect. These Terms and Conditions shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Grantee.

26. Construction. Headings are given to the Sections and subsections of the Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Award Agreement or any provision thereof. Further, under the Award Agreement, (a) pronouns and other words of gender shall be read as gender-neutral, (b) words importing the singular only shall include the plural and vice versa and (c) the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation". The Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

ATTACHMENT 2

OCCIDENTAL PETROLEUM CORPORATION 2015 LONG-TERM INCENTIVE PLAN GENERAL TERMS OF EMPLOYMENT

The following General Terms of Employment are set forth as of the "Date of Grant" specified in the Notice of Grant to which this Attachment 2 is attached (the "**Notice of Grant**"), by and between Occidental Petroleum Corporation ("**Occidental**") and the eligible individual (the "**Grantee**") receiving the award described in the Notice of Grant (the "**Award**"). These General Terms of Employment, the Notice of Grant (along with all incorporated attachments and exhibits) and the Award evidenced thereby are collectively referred to herein as the "**Award Agreement**".

For and in consideration of the premises and the mutual covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby agrees as follows, in each case to the fullest extent permitted by law and subject to the limitations provided for in Sections F and G:

A. The Grantee will not publish or divulge to any person, firm, corporation or institution and will not use to the detriment of Occidental, or any of its subsidiaries or other affiliates (the "**Company Group**"), any Confidential Information of any of them (whether generated by them or as a result of any of their business relationships), without first obtaining the written permission of an officer of the Company. As used herein, "**Confidential Information**" means an item of information or compilation of information in any form (tangible or intangible) related to the business of the Company Group that the Grantee acquires during employment and that the Company Group has not made public or authorized public disclosure of, provided that the item or compilation is not readily available to persons outside the Company Group through proper means who would benefit from its use or disclosure and is not obligated to maintain its confidentiality. Confidential Information is also understood to cover the information protected under Company's Confidential Company Information Policy 10:20:80, as it may be amended from time to time.

B. At the time of leaving employment with the Company, the Grantee will deliver to the Company, and not keep or deliver to anyone else, any and all credit cards, drawings, blueprints, specifications, devices, notes, notebooks, documents, memoranda, reports, studies, correspondence and other documents, and, in general, any and all materials (including keys, access cards, FOBs, computers, thumb drives or other electronic storage devices) relating to the Company Group (whether generated by them or as a result of their business relationships), including any copies (whether in paper or electronic form), that the Grantee has in the Grantee's possession or control.

C. The Grantee will, during the Grantee's employment by the Company or any member of the Company Group, comply with the provisions of Occidental's Code of Business Conduct.

D. The Grantee will not interfere with or disrupt any of the operations of the Company Group or otherwise take actions intended directly to harm any entity in the Company Group. The Grantee will not make defamatory or derogatory statements about the Company Group, or its owners, officers or directors ("**Occidental Parties**"), or intentionally publicize information about Occidental Parties to the public or the investment community

(through the press, electronic media, or any other mass media or communication outlet) without permission of an officer of the Company; provided, however, that the foregoing shall not prohibit conduct that is protected by law as described in Sections F and G below.

E. In the event that the Grantee is subject to an "Intellectual Property Assignment and Nondisclosure Agreement" ("**IPANA**") with the Company or a member of the Company Group, the IPANA shall control the rights of the Grantee with respect to intellectual property conceived or created by the Grantee in accordance with the IPANA's terms, and the Grantee will comply with such agreement as a mandatory term of the General Terms of Employment provided herein. In the event the Grantee is not subject to a controlling IPANA, all inventions, developments, designs, improvements, discoveries and ideas that the Grantee makes or conceives in the course of employment by a member of the Company Group, whether or not during regular working hours, relating to any design, article of manufacture, machine, apparatus, process, method, composition of matter, product or any improvement or component thereof, that are manufactured, sold, leased, used or under development by, or pertain to the present or possible future business of a member of the Company Group (collectively "**Proprietary Works**") shall be a work-for-hire and become and remain the property of the Company (or other member of the Company Group that employs the Grantee), its successors and assigns. The Grantee hereby fully and finally, assigns and transfers to the Company (or other member of the Company Group that employs the Grantee), all of the Grantee's right, title and interest in the Proprietary Works. This assignment covers all rights of every kind and character, including all rights necessary to provide Company with all of the benefits of exclusive ownership and control over the Proprietary Works to the fullest extent allowed by law throughout the world, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof.

F. The Grantee acknowledges that through the Company's Speak-Up and Non-Retaliation Policy (Policy No. 91:80:00), the Grantee has been notified of his or her immunity rights related to the use of trade secret information of the Company Group in the reporting illegal conduct or in a claim of retaliation for reporting illegal conduct as provided for under the Defend Trade Secrets Act of 2016 (18 U.S.C. §1833(b) ("**DTSA**"), and the Grantee has been provided the Company's reporting policy regarding the reporting of suspected illegal conduct.

G. The Grantee understands that the purpose of this statement of General Terms of Employment is to reinforce the protection of the trade secrets, Confidential Information and other intellectual property interests of the Company and Company Group, and not to prohibit any conduct by the Grantee that is compelled by law or protected by law. The Grantee recognizes that nothing in these General Terms of Employment prohibits the Grantee from reporting an event that the Grantee reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission ("**SEC**")), and that no prior approval from or notice to the Company is required before doing so. In addition, nothing in these General Terms of Employment shall be construed to prohibit the Grantee from cooperating in an investigation conducted by a duly authorized government agency, and in the course of such conduct disclosing trade secrets or Confidential Information in a manner that complies with the DTSA (described in the Company's Speak-Up and Non-Retaliation Policy). Without limiting the foregoing, the Grantee acknowledges and understands that nothing in or about the Award Agreement prohibits the Grantee from: (i) filing and, as provided for under Section 21F of the Exchange Act, maintaining the confidentiality of a claim with the SEC; (ii) providing confidential

information to the SEC, or providing the SEC with information that would otherwise violate this Attachment 2, to the extent permitted by Section 21F of the Exchange Act; (iii) cooperating, participating or assisting in an SEC investigation or proceeding without notifying Occidental or (iv) receiving a monetary award as set forth in Section 21F of the Exchange Act.

H. The foregoing General Terms of Employment are not intended to be an exclusive list of the employment terms and conditions that apply to the Grantee. The Company, in its sole discretion, may at any time amend or supplement the foregoing terms. The Grantee's breach of the foregoing General Terms of Employment will entitle the Company to take appropriate disciplinary action, including reduction or forfeiture of the Award granted pursuant to the Award Agreement and termination of employment.

RULE 13a – 14(a) / 15d – 14(a)
CERTIFICATION
PURSUANT TO §302 OF THE SARBANES-OXLEY ACT OF 2002

I, Vicki Hollub, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Occidental Petroleum Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2020

/s/ Vicki Hollub

Vicki Hollub

President and Chief Executive Officer

RULE 13a – 14(a) / 15d – 14(a)
CERTIFICATION
PURSUANT TO §302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert Peterson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Occidental Petroleum Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2020

/s/ Robert Peterson

Robert Peterson

Senior Vice President and Chief Financial Officer

**CERTIFICATION OF CEO AND CFO PURSUANT TO
18 U.S.C. § 1350,
AS ADOPTED PURSUANT TO
§ 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Occidental Petroleum Corporation (the "Company") for the fiscal period ended March 31, 2020, as filed with the Securities and Exchange Commission on May 6, 2020 (the "Report"), Vicki Hollub, as Chief Executive Officer of the Company, and Robert Peterson, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of her or his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Vicki Hollub

Name: Vicki Hollub
Title: President and Chief Executive Officer
Date: May 6, 2020

/s/ Robert Peterson

Name: Robert Peterson
Title: Senior Vice President and Chief Financial Officer
Date: May 6, 2020

A signed original of this written statement required by Section 906 has been provided to Occidental Petroleum Corporation and will be retained by Occidental Petroleum Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.