

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): August 29, 2019

OCCIDENTAL PETROLEUM CORPORATION
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-09210
(Commission
File Number)

95-4035997
(IRS Employer
Identification No.)

5 Greenway Plaza, Suite 110
Houston, Texas
(Address of Principal Executive Offices)

77046
(Zip Code)

Registrant's Telephone Number, Including Area Code: (713) 215-7000

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Item 1.01. Entry into a Material Definitive Agreement.

In connection with Occidental Petroleum Corporation's (the "Company") previously announced offers to exchange (the "Exchange Offers") any and all validly tendered (and not validly withdrawn) and accepted notes of 23 series (collectively, the "Old Notes") issued by Anadarko Petroleum Corporation ("Anadarko"), Anadarko Holding Company, as successor in interest to Union Pacific Resources Group Inc. ("Anadarko HoldCo"), Anadarko Finance Company ("Anadarko Finance") or Kerr-McGee Corporation ("Kerr-McGee"), as applicable, for notes to be issued by the Company (collectively, the "Oxy Notes") and cash and the related solicitation of consents to amend the Old Notes Indentures (as defined below) governing the applicable Old Notes, the following supplemental indentures were entered into on August 29, 2019 (collectively, the "Supplemental Indentures"):

- a supplemental indenture to the indenture, dated as of August 1, 1982 (as amended or supplemented prior to the date of execution of such supplemental indenture, the "Kerr-McGee 1982 Old Notes Indenture"), among Kerr-McGee, Anadarko, as guarantor, and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to Citibank, N.A.), as trustee, relating to the 7.125% Debentures due 2025 issued by Kerr-McGee;
 - a supplemental indenture to the indenture, dated as of March 1, 1995 (as amended or supplemented prior to the date of execution of such supplemental indenture, the "Anadarko 1995 Old Notes Indenture"), among Anadarko and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to The Chase Manhattan Bank, N.A.), as trustee, relating to the 7.730% Debentures due 2096 issued by Anadarko;
 - a supplemental indenture to the indenture, dated as of March 27, 1996 (as amended or supplemented prior to the date of execution of such supplemental indenture, the "Anadarko HoldCo 1996 Old Notes Indenture"), among Anadarko HoldCo (as successor in interest to Union Pacific Resources Group Inc.), Anadarko, as guarantor, and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to Chase Bank of Texas National Association), as trustee, relating to the 7.500% Debentures due 2026, the 7.150% Debentures due 2028 and the 7.500% Debentures due 2096 issued by Anadarko HoldCo;
 - a supplemental indenture to the indenture, dated as of September 1, 1997 (as amended or supplemented prior to the date of execution of such supplemental indenture, the "Anadarko 1997 Old Notes Indenture"), among Anadarko and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to Harris Trust and Savings Bank), as trustee, relating to the 7.000% Debentures due 2027, the 6.625% Debentures due 2028 and the 7.200% Debentures due 2029 issued by Anadarko;
 - a supplemental indenture to the indenture, dated as of April 13, 1999 (as amended or supplemented prior to the date of execution of such supplemental indenture, the "Anadarko HoldCo 1999 Old Notes Indenture"), among Anadarko HoldCo (as successor in interest to Union Pacific Resources Group Inc.), Anadarko Finance (as successor in interest to UPR Capital Company, a subsidiary issuer party thereto), Anadarko, as guarantor, and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to The Bank of New York), as trustee, relating to the 7.950% Debentures due 2029 issued by Anadarko HoldCo;
 - a supplemental indenture to the indenture, dated as of April 26, 2001 (as amended or supplemented prior to the date of execution of such supplemental indenture, the "Anadarko Finance 2001 Old Notes Indenture"), among Anadarko Finance, Anadarko, as guarantor, and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to The Bank of New York), as trustee, 7.500% Senior Notes due 2031 issued by Anadarko Finance;
 - a supplemental indenture to the indenture, dated as of August 1, 2001 (as amended or supplemented prior to the date of execution of such supplemental indenture, the "Kerr-McGee 2001 Old Notes Indenture"), among Kerr-McGee, Anadarko, as guarantor, and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to Citibank, N.A.), as trustee, relating to the 6.950% Senior Notes due 2024 and the 7.875% Senior Notes due 2031 issued by Kerr-McGee; and
 - a supplemental indenture to the indenture, dated as of September 19, 2006 (as amended or supplemented prior to the date of execution of such supplemental indenture, the "Anadarko 2006 Old Notes Indenture"), among Anadarko and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee, relating to the 4.850% Senior Notes due 2021, the 3.450% Senior Notes due 2024, the 5.550% Senior Notes due 2026, the 6.450% Senior Notes due 2036, the Zero Coupon Senior Notes due 2036, the 7.950% Senior Notes due 2039, the 6.200% Senior Notes due 2040, the 4.500% Senior Notes due 2044 and the 6.600% Senior Notes due 2046 issued by Anadarko.
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The Kerr-McGee 1982 Old Notes Indenture, Anadarko 1995 Old Notes Indenture, Anadarko HoldCo 1996 Old Notes Indenture, Anadarko 1997 Old Notes Indenture, Anadarko HoldCo 1999 Old Notes Indenture, Anadarko Finance 2001 Old Notes Indenture, Kerr-McGee 2001 Old Notes Indenture and Anadarko 2006 Old Notes Indenture are referred to collectively as the “Old Notes Indentures.”

The Supplemental Indentures eliminate substantially all of the restrictive covenants and the payment cross-default event of default provisions in the Old Notes Indentures (collectively, the “Proposed Amendments”), other than with respect to the 7.250% Debentures due 2025 and the 7.250% Debentures due 2096 (the “Extended Consent Revocation Deadline Old Notes”). As of 5:00 p.m., New York City time, on August 28, 2019, the Company had not yet received the requisite consents to adopt the Proposed Amendments with respect to the Extended Consent Revocation Deadline Old Notes.

Each Supplemental Indenture became effective upon execution. However, such Supplemental Indentures shall become operative only upon the completion and settlement of the Exchange Offers, with the result that the Proposed Amendments effected by such Supplemental Indentures shall not become effective if the Exchange Offers are terminated or withdrawn prior to completion or settlement. The consummation of the Exchange Offers is subject to, and conditional upon, the satisfaction or, where permitted, the waiver of the conditions set forth in the Company’s prospectus, dated as of August 15, 2019, as amended. The Exchange Offers commenced on August 15, 2019 and expire at 12:01 a.m., New York City time, on September 13, 2019, unless extended or terminated (the “Expiration Date”). The settlement is anticipated to occur promptly after the Expiration Date.

This summary of the Supplemental Indentures does not purport to be complete and is qualified in its entirety by reference to the full text of the Supplemental Indentures, which are attached to this Current Report on Form 8-K as Exhibits 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 and 4.8, and are incorporated by reference into this Item 1.01.

Item 3.03. Material Modification to Rights of Security Holders.

The description of the Supplemental Indentures set forth in Item 1.01 is incorporated herein by reference.

Item 8.01. Other Events.

On August 29, 2019, the Company issued a press release announcing the early tender results of the Exchange Offers as of 5:00 p.m., New York City time, on August 28, 2019 and certain amendments to the terms of the Exchange Offers. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference into this Item 8.01.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

- 4.1 [Tenth Supplemental Indenture, dated August 29, 2019, to the August 1, 1982 Indenture, by and among Kerr-McGee Corporation, Anadarko Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A. \(as successor in interest to Citibank, N.A.\), as Trustee.](#)
 - 4.2 [First Supplemental Indenture, dated August 29, 2019, to the March 1, 1995 Indenture, by and between Anadarko Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A. \(as successor in interest to The Chase Manhattan Bank, N.A.\), as Trustee.](#)
 - 4.3 [Second Supplemental Indenture, dated August 29, 2019, to the March 27, 1996 Indenture, by and among Anadarko Holding Company \(as successor in interest to Union Pacific Resources Group Inc.\), Anadarko Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A. \(as successor in interest to Chase Bank of Texas National Association\), as Trustee.](#)
 - 4.4 [First Supplemental Indenture, dated August 29, 2019, to the September 1, 1997 Indenture, by and between Anadarko Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A. \(as successor in interest to Harris Trust and Savings Bank\), as Trustee.](#)
 - 4.5 [Second Supplemental Indenture, dated August 29, 2019, to the April 13, 1999 Indenture, by and among Anadarko Holding Company \(as successor in interest to Union Pacific Resources Group Inc.\), Anadarko Finance Company \(as successor in interest to UPR Capital Company\), Anadarko Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A. \(as successor in interest to The Bank of New York\), as Trustee.](#)
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- 4.6 [Second Supplemental Indenture, dated August 29, 2019, to the April 26, 2001 Indenture, by and among Anadarko Finance Company, Anadarko Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A. \(as successor in interest to The Bank of New York\), as Trustee.](#)
 - 4.7 [Third Supplemental Indenture, dated August 29, 2019, to the August 1, 2001 Indenture, by and among Kerr-McGee Corporation, Anadarko Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A. \(as successor in interest to Citibank, N.A.\), as Trustee.](#)
 - 4.8 [Fourth Supplemental Indenture, dated August 29, 2019, to the September 19, 2006 Indenture, by and between Anadarko Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A. \(formerly known as The Bank of New York Trust Company, N.A.\), as Trustee.](#)
 - 99.1 [Press Release, dated August 29, 2019.](#)
 - 104 Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.
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SIGNATURE

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 hereunto duly authorized.

OCCIDENTAL PETROLEUM CORPORATION

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President, Associate General Counsel and Corporate Secretary

Date: August 30, 2019

KERR-MCGEE CORPORATION
ANADARKO PETROLEUM CORPORATION

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

Tenth Supplemental Indenture

Dated as of August 29, 2019
Amending and Supplementing the Indenture
Dated as of August 1, 1982

TENTH SUPPLEMENTAL INDENTURE

THIS TENTH SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of August 29, 2019, by and among Kerr-McGee Corporation, a Delaware corporation (the “**Company**”), Anadarko Petroleum Corporation (the “**Parent Guarantor**”), a Delaware corporation and The Bank of New York Mellon Trust Company, N.A., a national banking association incorporated and existing under the laws of the United States of America (as successor in interest to Citibank, N.A.), as trustee under the indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of August 1, 1982, as supplemented by that certain First Supplemental Indenture, dated as of May 7, 1996, between the Company and the Trustee, that certain Second Supplemental Indenture, dated as of August 2, 1999, between the Company and the Trustee, that certain Third Supplemental Indenture, dated as of November 1, 1999, between the Company and the Trustee, that certain Fourth Supplemental Indenture, dated as of January 18, 2000, between the Company and the Trustee, that certain Fifth Supplemental Indenture, dated as of February 11, 2000, between the Company and the Trustee, that certain Sixth Supplemental Indenture, dated as of June 26, 2001, between the Company and the Trustee, that certain Seventh Supplemental Indenture, dated as of August 1, 2001, between the Company and the Trustee, that certain Eighth Supplemental Indenture, dated as of December 31, 2002, between the Company and the Trustee and that certain Ninth Supplemental Indenture, dated as of October 4, 2006, between the Company, the Parent Guarantor and the Trustee (as so supplemented, the “**Indenture**”), providing for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness in one or more series (the “**Securities**”), up to such principal amounts as may be authorized in or pursuant to one or more Board Resolutions;

WHEREAS, there are Outstanding on the date hereof Securities of one series consisting of \$150,000,000 aggregate principal amount of the 7.125% Debentures due September 15, 2027 (the “**Outstanding Securities**”);

WHEREAS, pursuant to Section 902 of the Indenture, with the consent of the Holders of not less than 66²/₃% in aggregate principal amount of the Outstanding Securities of all series affected by this Supplemental Indenture (voting as one class) (the “**Requisite Consent**”), the Company, when authorized by a Board Resolution, and the Trustee may enter into a supplemental indenture to add, change or eliminate any provisions of the Indenture or of any supplemental indenture or to modify, in the manner provided for in Section 902 of the Indenture, the Indenture or modify the rights of the Holders of the Outstanding Securities of each such series;

WHEREAS, upon the terms and subject to the conditions set forth in its offers to exchange and solicitation of consents, pursuant to a registration statement initially filed on Form S-4 with the Securities and Exchange Commission (the “**SEC**”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019, and declared effective on August 15, 2019, in respect of the Notes (as amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Occidental Petroleum Corporation, on behalf of the Company, has been soliciting consents (the “**Consent Solicitation**”) of, among others, the Holders of the Outstanding Securities to certain proposed amendments to the Indenture, requiring the Requisite Consent of Holders and to the execution of this Supplemental Indenture, as described in more detail in the Consent Solicitation Statement, and the Company has now obtained such Requisite Consent of Holders, and, as such, this Supplemental Indenture, the amendments set forth herein and the Trustee’s entry into this Supplemental Indenture are authorized pursuant to Section 902 of the Indenture;

WHEREAS, pursuant to Sections 902, 903, 905, 102 and 103 of the Indenture, the Company has delivered to the Trustee a request for the Trustee to join with the Company in the execution of this Supplemental Indenture, along with (1) evidence of the Requisite Consent the Company has received from the Holders of the Outstanding Securities, as certified by Global Bondholder Services Corporation, (2) a copy of a Board Resolution authorizing the execution of this Supplemental Indenture, (3) an Officers’ Certificate and (4) an Opinion of Counsel; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by a Board Resolution and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery of this Supplemental Indenture has been in all respects duly authorized.

NOW, THEREFORE, intending to be legally bound hereby, each of the Company, the Parent Guarantor and the Trustee has executed and delivered this Supplemental Indenture.

ARTICLE ONE

INDENTURE

SECTION 101. Effectiveness of Indenture.

(a) Except as specifically provided in this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, shall remain in full force and effect. This Supplemental Indenture shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(b) The Company represents and warrants that each of the conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement have been satisfied, or where permitted, waived, in all respects.

(c) This Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, this Supplemental Indenture shall become operative only upon the completion and settlement of the Consent Solicitation and the related exchange offers, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be not become effective if such Consent Solicitations and related exchange offers are terminated or withdrawn prior to completion or settlement. The Company shall promptly notify the Trustee if the Company shall determine that such closing will not occur.

ARTICLE TWO

AMENDMENTS TO THE INDENTURE

SECTION 201. Amendments to the Indenture. Pursuant to Section 902 of the Indenture, the Company, the Parent Guarantor and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consent obtained pursuant to the Consent Solicitation Statement) hereby agree to amend or supplement certain provisions of the Indenture as follows:

(a) Section 101 of the Indenture (Definitions) is hereby modified so that the defined term of “Officers’ Certificate” is amended and restated in its entirety by the following (and all references to the term “Officers’ Certificate” in the Indenture are replaced with “Officer’s Certificate”):

““*Officer’s Certificate*” means a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the Company or the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.”

(b) The fifth paragraph of Section 307 of the Indenture (Temporary Securities) is hereby amended and restated in its entirety by the following:

“The Company may at any time and in its sole discretion determine that the Securities of any series issued in the form of one or more Global Securities shall, in whole or in part, no longer be represented by such Global Security or Securities. In such event, the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive form and in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series in exchange for such Global Security or Securities (or portion thereof).”

(c) The seventh paragraph of Section 307 of the Indenture (Temporary Securities) is hereby amended and restated in its entirety by the following:

“If specified by the Company pursuant to Section 301 or pursuant to a Company Order as described in the second preceding paragraph of this Section 307 with respect to Securities of a series, the U.S. Depositary for such series of Securities may surrender a Global Security for such series of Securities in exchange in whole or in part for Securities of such series in definitive form on such terms as are acceptable to the Company and such depositary. Thereupon, the Company shall execute and the Trustee shall authenticate and deliver, without charge:”

(d) Section 704 of the Indenture (Reports by Company) is hereby amended and restated in its entirety by the following:

“SECTION 704. *Reports by Company*

The Company shall comply with the provisions of Section 314(a) of the Trust Indenture Act to the extent applicable.”

(e) Section 801 of the Indenture (Consolidations and Mergers of the Company and Conveyances Permitted Subject to Certain Conditions) is hereby amended and restated in its entirety by the following:

“SECTION 801. *Consolidations and Mergers of Company and Conveyances Permitted Subject to Certain Conditions.*

The Company may consolidate with or merge with or into any other Person, *provided* that in any such case, either the Company shall be the continuing Person, or the successor Person shall expressly assume the due and punctual payment of the principal of and interest on all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Company by supplemental indenture satisfactory to the Trustee, executed and delivered to the Trustee by such Person.”

(f) Section 802 of the Indenture (Rights and Duties of Successor Corporation) is hereby amended and restated in its entirety by the following:

“SECTION 802. *Rights and Duties of Successor Corporation.*

In case of any such consolidation or merger and upon any such assumption by the successor Person, such successor Person shall succeed to and be substituted for the Company, with the same effect as if it has been named herein as the Company, and the predecessor Person shall be relieved of any obligation under this Indenture and the Securities. Such successor Person thereupon may cause to be signed, and may issue either in its own name or in the name of the Company, any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor Person, instead of the Company, and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Securities which such successor Person thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

In case of any such consolidation or merger such changes in phraseology and form (but not in substance) may be made in the Securities thereafter issued as may be appropriate.”

(g) Section 1506 of the Indenture (When Parent Guarantor May Consolidate or Merge) is hereby amended and restated in its entirety by the following:

“SECTION 1506. *When Parent Guarantor May Consolidate or Merge.* Parent Guarantor will not consolidate with or merge with or into any Person unless:

(A) the resulting, surviving or transferee Person (if not Parent Guarantor or the Company) shall be a Person organized and existing under the laws of the jurisdiction under which Parent Guarantor was organized or under the laws of the United States of America, or any State thereof or the District of Columbia, and such Person shall expressly assume all the obligations of Parent Guarantor under its Parent Guarantee hereunder; and

(B) the Company delivers to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation or merger, and, if applicable, the assumption by the resulting or surviving Person of Parent Guarantor’s obligations under its Parent Guarantee hereunder, complies with the Indenture.

If the conditions set forth in (A) and (B) above are otherwise satisfied, the consolidation or merger of Parent Guarantor with or into any Person shall not be or be deemed to be a violation, default or breach by Parent Guarantor of any of the provisions of Article Fifteen hereof.”

(h) The Indenture is hereby amended by deleting the following Sections and Articles of the Indenture and all references and definitions to the extent solely relating thereto in their entirety and replacing each such Section or Article with “[Intentionally Omitted]”:

- (i) Section 803 (Securities to be Secured in Certain Events);
- (ii) Section 805 (Limitation on Lease of Properties as an Entirety);
- (iii) Section 1004 (Payment of Taxes and Other Claims);
- (iv) Section 1005 (Maintenance of Principal Properties);

- (v) Section 1007 (Corporate Existence);
- (vi) Section 1008 (Limitation on Secured Debt); and
- (vii) Section 1009 (Limitation on Sales and Leasebacks).

SECTION 202. Amendments to the Outstanding Securities.

The Outstanding Securities are hereby amended to delete or modify all provisions inconsistent with the amendment to the Indenture effected by this Supplemental Indenture, and each Global Security shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Security consistent with the terms of the Indenture, as amended by this Supplemental Indenture. To the extent of any conflict between the terms of the Global Security and the terms of the Indenture, as amended by this Supplemental Indenture, the terms of the Indenture, as amended by this Supplemental Indenture, shall govern and be controlling.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Trustee.

The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. For the avoidance of doubt, the Trustee, by executing this Supplemental Indenture in accordance with the terms of the Indenture, does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture, as amended by this Supplemental Indenture.

SECTION 302. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein are used with the respective meanings ascribed to such terms in the Indenture. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 303. Provisions Binding on Successors.

All of the covenants, stipulations, promises and agreements made in this Supplemental Indenture by each of the parties hereto shall bind its successors and assigns whether so expressed or not.

SECTION 304. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 305. Governing Law.

This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be construed in accordance with the law of said State.

SECTION 306. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall become effective and constitute a binding agreement between the parties hereto when counterparts hereof shall have been executed and delivered by each of the parties hereto.

SECTION 307. Separability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 308. Conflicts.

To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control. If any provision hereof limits, qualifies or conflicts with another provision hereof or of the Indenture which is required to be included in the Indenture by any of the provisions of the Trust Indenture Act, such required provisions shall control.

SECTION 309. Entire Agreement.

This Supplemental Indenture, together with the Indenture, constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Supplemental Indenture as of the date first above written.

KERR-MCGEE CORPORATION

By: /s/ Bernard F. Figlock, III

Name: Bernard F. Figlock, III

Title: Vice President and Treasurer

Attest:

/s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

ANADARKO PETROLEUM CORPORATION, as Parent Guarantor

By: /s/ Marcia E. Backus

Name: Marcia E. Backus

Title: Senior Vice President

Attest:

/s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Valere Boyd

Name: Valere Boyd

Title: Vice President

Attest:

/s/ Mark A. Golder

Name: Mark A. Golder

Title: Vice President

ANADARKO PETROLEUM CORPORATION

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

First Supplemental Indenture

Dated as of August 29, 2019
Amending and Supplementing the Indenture
Dated as of March 1, 1995

FIRST SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of August 29, 2019, by and among Anadarko Petroleum Corporation, a Delaware corporation (the “**Company**”) and The Bank of New York Mellon Trust Company, N.A., a national banking association incorporated and existing under the laws of the United States of America (as successor in interest to The Chase Manhattan Bank, N.A.), as trustee under the indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of March 1, 1995, between the Company and the Trustee (the “**Indenture**”), providing for the issuance from time to time of its unsecured senior debentures, notes or other evidences of indebtedness (the “**Securities**”), up to such principal amounts as may be authorized in or pursuant to one or more Board Resolutions;

WHEREAS, there are Outstanding on the date hereof Securities of three series, including one series consisting of \$60,500,000 aggregate principal amount of the 7.730% Debentures due September 15, 2096 (the Outstanding Securities of such series, the “**Applicable Securities**”);

WHEREAS, pursuant to Section 902 of the Indenture, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by this Supplemental Indenture (the “**Requisite Consent**”), the Company, when authorized by a Board Resolution, and the Trustee may enter into a supplemental indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture;

WHEREAS, upon the terms and subject to the conditions set forth in its offers to exchange and solicitation of consents, pursuant to a registration statement initially filed on Form S-4 with the Securities and Exchange Commission (the “**SEC**”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019, and declared effective on August 15, 2019, in respect of the Notes (as amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Occidental Petroleum Corporation, on behalf of the Company, has been soliciting consents (the “**Consent Solicitation**”) of, among others, the Holders of the Applicable Securities to certain proposed amendments to the Indenture, requiring the Requisite Consent of Holders and to the execution of this Supplemental Indenture, as described in more detail in the Consent Solicitation Statement, and the Company has now obtained such Requisite Consent of Holders of the Applicable Securities, and, as such, this Supplemental Indenture, the amendments set forth herein and the Trustee’s entry into this Supplemental Indenture are authorized pursuant to Section 902 of the Indenture;

WHEREAS, pursuant to Sections 902, 903, 905, 102 and 103 of the Indenture, the Company has delivered to the Trustee a request for the Trustee to join with the Company in the execution of this Supplemental Indenture, along with (1) evidence of the Requisite Consent the Company has received from the Holders of the Applicable Securities, as certified by Global Bondholder Services Corporation, (2) a copy of a Board Resolution authorizing the execution of this Supplemental Indenture, (3) an Officers’ Certificate and (4) an Opinion of Counsel; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by a Board Resolution and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery of this Supplemental Indenture has been in all respects duly authorized.

NOW, THEREFORE, intending to be legally bound hereby, each of the Company and the Trustee has executed and delivered this Supplemental Indenture.

ARTICLE ONE

INDENTURE

SECTION 101. Effectiveness of Indenture.

(a) Except as specifically provided in this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, shall remain in full force and effect. This Supplemental Indenture shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(b) The Company represents and warrants that each of the conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement have been satisfied, or where permitted, waived, in all respects.

(c) This Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, this Supplemental Indenture shall become operative only upon the completion and settlement of the Consent Solicitation and the related exchange offers, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be not become effective if such Consent Solicitations and related exchange offers are terminated or withdrawn prior to completion or settlement. The Company shall promptly notify the Trustee if the Company shall determine that such closing will not occur.

ARTICLE TWO

AMENDMENTS TO THE INDENTURE

SECTION 201. Amendments to the Indenture. Pursuant to Section 902 of the Indenture, the Company and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consent for the Applicable Securities obtained pursuant to the Consent Solicitation Statement) hereby agree to amend or supplement certain provisions of the Indenture solely with respect to the Applicable Securities as follows:

(a) Section 101 of the Indenture (Definitions) is hereby modified so that the defined term of “Officers’ Certificate” is amended and restated in its entirety by the following (and all references to the term “Officers’ Certificate” in the Indenture are replaced with “Officer’s Certificate”):

““Officer’s Certificate” means a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the Company or the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.”

(b) Paragraphs ten and eleven of Section 305 of the Indenture (Registration, Registration of Transfer and Exchange) are hereby amended and restated in their entirety by the following:

“The Company may at any time and in its sole discretion determine that the Securities of any series issued in the form of one or more Global Securities shall, in whole or in part, no longer be represented by a Global Security or Securities. In such event the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of the definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive registered form without coupons, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such Securities in exchange for such Global Security or Securities (or portion thereof).

If specified by the Company pursuant to Section 301 or pursuant to a Company Order as described in the preceding paragraph with respect to Securities represented by a Global Security, the Depositary for such Global Security may surrender such Global Security in exchange in whole or in part for Securities of the same series and tenor in definitive registered form on such terms as are acceptable to the Company and such Depositary. Thereupon, the Company shall execute, and the Trustee shall authenticate and deliver, without service charge,

(1) to the Person specified by such Depositary a new Security or Securities of the same series and term, of any authorized denominations as requested by such Person, in an aggregate principal amount equal to and in exchange for such Person’s beneficial interest in the Global Security; and

(2) to such Depositary a new Global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Securities authenticated and delivered pursuant to clause (1) above.”

(c) Section 704 of the Indenture (Reports by Company) is hereby amended and restated in its entirety by the following:

“SECTION 704. *Reports by Company.*

The Company shall comply with the provisions of Section 314(a) of the Trust Indenture Act to the extent applicable.”

(d) Section 801 of the Indenture (Company May Consolidate, Etc., Only on Certain Terms) is hereby amended and restated in its entirety by the following:

“SECTION 801. *Company May Consolidate, Etc., Only on Certain Terms.*

The Company shall not consolidate with or merge into any other Person unless:

(1) the person formed by such consolidation or into which the Company is merged shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and interest on all the Securities and the performance of every covenant of this Indenture on the part of the Company to be performed or observed; and

(2) the Company has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation or merger and such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.”

(e) Section 802 of the Indenture (Successor Substituted) is hereby amended and restated in its entirety by the following:

“SECTION 802. *Successor Substituted.*

Upon any consolidation of the Company with or merger of the Company into, any other person, the successor person formed by such consolidation or into which the Company is merged shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor person had been named as the Company herein, and thereafter the predecessor person shall be relieved of all obligations and covenants under this Indenture and the Securities.”

(f) The Indenture is hereby amended by deleting the following Sections and Articles of the Indenture and all references and definitions to the extent solely relating thereto in their entirety and replacing each such Section or Article with “[Intentionally Omitted]”:

- (i) Section 501(5) (Events of Default);
- (ii) Section 1004 (Corporate Existence); and
- (iii) Section 1005 (Limitation on Liens).

SECTION 202. Amendments to the Applicable Securities.

The Applicable Securities are hereby amended to delete or modify all provisions inconsistent with the amendment to the Indenture effected by this Supplemental Indenture, and each Global Security representing the Applicable Securities shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Security consistent with the terms of the Indenture, as amended by this Supplemental Indenture. To the extent of any conflict between the terms of the Global Security and the terms of the Indenture, as amended by this Supplemental Indenture, the terms of the Indenture, as amended by this Supplemental Indenture, shall govern and be controlling.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Trustee.

The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. For the avoidance of doubt, the Trustee, by executing this Supplemental Indenture in accordance with the terms of the Indenture, does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture, as amended by this Supplemental Indenture.

SECTION 302. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein are used with the respective meanings ascribed to such terms in the Indenture. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 303. Provisions Binding on Successors.

All of the covenants, stipulations, promises and agreements made in this Supplemental Indenture by each of the parties hereto shall bind its successors and assigns whether so expressed or not.

SECTION 304. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 305. Governing Law.

This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be construed in accordance with the law of said State.

SECTION 306. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall become effective and constitute a binding agreement between the parties hereto when counterparts hereof shall have been executed and delivered by each of the parties hereto.

SECTION 307. Separability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 308. Conflicts.

To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control. If any provision hereof limits, qualifies or conflicts with another provision hereof or of the Indenture which is required to be included in the Indenture by any of the provisions of the Trust Indenture Act, such required provisions shall control.

SECTION 309. Entire Agreement.

This Supplemental Indenture, together with the Indenture, constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Supplemental Indenture as of the date first above written.

ANADARKO PETROLEUM CORPORATION

By: /s/ Marcia E. Backus
Name: Marcia E. Backus
Title: Senior Vice President

Attest:

/s/ Nicole E. Clark
Name: Nicole E. Clark
Title: Vice President and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: /s/ Valere Boyd
Name: Valere Boyd
Title: Vice President

Attest:

/s/ Mark A. Golder
Name: Mark A. Golder
Title: Vice President

**ANADARKO HOLDING COMPANY
ANADARKO PETROLEUM CORPORATION**

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

Second Supplemental Indenture

**Dated as of August 29, 2019
Amending and Supplementing the Indenture
Dated as of March 27, 1996**

SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of August 29, 2019, by and among Anadarko Holding Company, a Utah corporation (as successor in interest to Union Pacific Resources Group Inc.) (the “**Company**”), Anadarko Petroleum Corporation (the “**Guarantor**”), a Delaware corporation and The Bank of New York Mellon Trust Company, N.A., a national banking association incorporated and existing under the laws of the United States of America (as successor in interest to Chase Bank of Texas, National Association), as trustee under the indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of March 27, 1996, as supplemented by that certain First Supplemental Indenture, dated as of July 14, 2000, between the Company, the Guarantor and the Trustee (as so supplemented, the “**Indenture**”), providing for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness in one or more series (the “**Securities**”), up to such principal amounts as may be authorized in or pursuant to one or more Board Resolutions;

WHEREAS, there are Outstanding on the date hereof Securities of three series consisting of \$111,856,000 aggregate principal amount of the 7.500% Debentures due October 15, 2026, \$253,133,000 aggregate principal amount of the 7.150% Debentures due May 15, 2028 and \$77,970,000 aggregate principal amount of the 7.500% Debentures due November 1, 2096 (collectively, the “**Outstanding Securities**”);

WHEREAS, pursuant to Section 902 of the Indenture, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by this Supplemental Indenture (the “**Requisite Consent**”), the Company, when authorized by a Board Resolution, and the Trustee may enter into a supplemental indenture to add, change or eliminate any provisions of the Indenture or of any supplemental indenture or to modify, in the manner provided for in Section 902 of the Indenture, the Indenture or modify the rights of the Holders of the Outstanding Securities of each such series;

WHEREAS, upon the terms and subject to the conditions set forth in its offers to exchange and solicitation of consents, pursuant to a registration statement initially filed on Form S-4 with the Securities and Exchange Commission (the “**SEC**”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019, and declared effective on August 15, 2019, in respect of the Notes (as amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Occidental Petroleum Corporation, on behalf of the Company, has been soliciting consents (the “**Consent Solicitation**”) of, among others, the Holders of the Outstanding Securities to certain proposed amendments to the Indenture, requiring the Requisite Consent of Holders and to the execution of this Supplemental Indenture, as described in more detail in the Consent Solicitation Statement, and the Company has now obtained such Requisite Consent of Holders, and, as such, this Supplemental Indenture, the amendments set forth herein and the Trustee’s entry into this Supplemental Indenture are authorized pursuant to Section 902 of the Indenture;

WHEREAS, pursuant to Sections 902, 903, 905, 102 and 103 of the Indenture, the Company has delivered to the Trustee a request for the Trustee to join with the Company in the execution of this Supplemental Indenture, along with (1) evidence of the Requisite Consent the Company has received from the Holders of the Outstanding Securities, as certified by Global Bondholder Services Corporation, (2) a copy of a Board Resolution authorizing the execution of this Supplemental Indenture, (3) an Officers' Certificate and (4) an Opinion of Counsel; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by a Board Resolution and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery of this Supplemental Indenture has been in all respects duly authorized.

NOW, THEREFORE, intending to be legally bound hereby, each of the Company, the Guarantor and the Trustee has executed and delivered this Supplemental Indenture.

ARTICLE ONE

INDENTURE

SECTION 101. Effectiveness of Indenture.

(a) Except as specifically provided in this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, shall remain in full force and effect. This Supplemental Indenture shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(b) The Company represents and warrants that each of the conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement have been satisfied, or where permitted, waived, in all respects.

(c) This Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, this Supplemental Indenture shall become operative only upon the completion and settlement of the Consent Solicitation and the related exchange offers, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be not become effective if such Consent Solicitations and related exchange offers are terminated or withdrawn prior to completion or settlement. The Company shall promptly notify the Trustee if the Company shall determine that such closing will not occur.

ARTICLE TWO

AMENDMENTS TO THE INDENTURE

SECTION 201. Amendments to the Indenture. Pursuant to Section 902 of the Indenture, the Company, the Guarantor and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consent obtained pursuant to the Consent Solicitation Statement) hereby agree to amend or supplement certain provisions of the Indenture as follows:

(a) Section 101 of the Indenture (Definitions) is hereby modified so that the defined term of “Officers’ Certificate” is amended and restated in its entirety by the following (and all references to the term “Officers’ Certificate” in the Indenture are replaced with “Officer’s Certificate”):

““Officer’s Certificate” means a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the Company or the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee. Wherever this Indenture requires an Officer’s Certificate be signed also by an engineer or an accountant or other expert, such engineer, accountant or other expert (except as otherwise expressly provided for in this Indenture) may be in the employ of the Company, and shall be acceptable to the Trustee.”

(b) Section 704 of the Indenture (Reports by Company) is hereby amended and restated in its entirety by the following:

“Section 704. Reports by Company.

The Company shall comply with the provisions of Section 314(a) of the Trust Indenture Act to the extent applicable.”

(c) Section 801 of the Indenture (Company May Consolidate, etc., only on Certain Terms) is hereby amended and restated in its entirety by the following:

“Section 801. Company May Consolidate, etc., only on Certain Terms.

The Company shall not consolidate with or merge into any other Person, unless:

(1) the Person formed by such consolidation or into which the Company is merged shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of (and premium, if any) and interest on all the Securities and the performance of every covenant of this Indenture on the part of the Company to be performed or observed; and

(2) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation or merger, and such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with."

(d) Section 802 of the Indenture (Successor Corporation Substituted) is hereby amended and restated in its entirety by the following:

"Section 802. Successor Corporation Substituted. Upon any consolidation or merger, the successor Person formed by such consolidation or into which the Company is merged shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein."

(e) The Indenture is hereby amended by deleting the following Sections and Articles of the Indenture and all references and definitions to the extent solely relating thereto in their entirety and replacing each such Section or Article with "[Intentionally Omitted]":

- (i) Section 1005 (Corporate Existence);
- (ii) Section 1006 (Limitation on Liens and Sale Leaseback Transactions); and
- (iii) Section 1007 (Limitation on Transfers of Principal Properties to Unrestricted Subsidiaries).

SECTION 202. Amendments to the Outstanding Securities.

The Outstanding Securities are hereby amended to delete or modify all provisions inconsistent with the amendment to the Indenture effected by this Supplemental Indenture, and each Global Security shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Security consistent with the terms of the Indenture, as amended by this Supplemental Indenture. To the extent of any conflict between the terms of the Global Security and the terms of the Indenture, as amended by this Supplemental Indenture, the terms of the Indenture, as amended by this Supplemental Indenture, shall govern and be controlling.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Trustee.

The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. For the avoidance of doubt, the Trustee, by executing this Supplemental Indenture in accordance with the terms of the Indenture, does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture, as amended by this Supplemental Indenture.

SECTION 302. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein are used with the respective meanings ascribed to such terms in the Indenture. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 303. Provisions Binding on Successors.

All of the covenants, stipulations, promises and agreements made in this Supplemental Indenture by each of the parties hereto shall bind its successors and assigns whether so expressed or not.

SECTION 304. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 305. Governing Law.

This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be construed in accordance with the law of said State.

SECTION 306. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall become effective and constitute a binding agreement between the parties hereto when counterparts hereof shall have been executed and delivered by each of the parties hereto.

SECTION 307. Separability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 308. Conflicts.

To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control. If any provision hereof limits, qualifies or conflicts with another provision hereof or of the Indenture which is required to be included in the Indenture by any of the provisions of the Trust Indenture Act, such required provisions shall control.

SECTION 309. Entire Agreement.

This Supplemental Indenture, together with the Indenture, constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Indenture as of the date first above written.

ANADARKO HOLDING COMPANY

By: /s/ Bernard F. Figlock, III
Name: Bernard F. Figlock, III
Title: Vice President and Treasurer

By: /s/ Nicole E. Clark
Name: Nicole E. Clark
Title: Vice President and Secretary

ANADARKO PETROLEUM CORPORATION, as Guarantor

By: /s/ Marcia E. Backus
Name: Marcia E. Backus
Title: Senior Vice President

By: /s/ Nicole E. Clark
Name: Nicole E. Clark
Title: Vice President and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Valere Boyd
Name: Valere Boyd
Title: Vice President

ANADARKO PETROLEUM CORPORATION

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

First Supplemental Indenture

**Dated as of August 29, 2019
Amending and Supplementing the Indenture
Dated as of September 1, 1997**

FIRST SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of August 29, 2019, by and among Anadarko Petroleum Corporation, a Delaware corporation (the “**Company**”) and The Bank of New York Mellon Trust Company, N.A., a national banking association incorporated and existing under the laws of the United States of America (as successor in interest to Harris Trust and Savings Bank), as trustee under the indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of September 1, 1997 between the Company and the Trustee (the “**Indenture**”), providing for the issuance from time to time of its unsecured senior debentures, notes or other evidences of indebtedness in one or more series (the “**Securities**”), up to such principal amounts as may be authorized in or pursuant to one or more Board Resolutions;

WHEREAS, there are Outstanding on the date hereof Securities of three series consisting of \$47,750,000 aggregate principal amount of the 7.000% Debentures due November 15, 2027, \$14,153,000 aggregate principal amount of the 6.625% Debentures due January 15, 2028 and \$135,005,000 aggregate principal amount of the 7.200% Debentures due March 15, 2029 (collectively, the “**Outstanding Securities**”);

WHEREAS, pursuant to Section 902 of the Indenture, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by this Supplemental Indenture (the “**Requisite Consent**”), the Company, when authorized by a Board Resolution, and the Trustee may enter into a supplemental indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture;

WHEREAS, upon the terms and subject to the conditions set forth in its offers to exchange and solicitation of consents, pursuant to a registration statement initially filed on Form S-4 with the Securities and Exchange Commission (the “**SEC**”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019, and declared effective on August 15, 2019, in respect of the Notes (as amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Occidental Petroleum Corporation, on behalf of the Company, has been soliciting consents (the “**Consent Solicitation**”) of, among others, the Holders of the Outstanding Securities to certain proposed amendments to the Indenture, requiring the Requisite Consent of Holders and to the execution of this Supplemental Indenture, as described in more detail in the Consent Solicitation Statement, and the Company has now obtained such Requisite Consent of Holders, and, as such, this Supplemental Indenture, the amendments set forth herein and the Trustee’s entry into this Supplemental Indenture are authorized pursuant to Section 902 of the Indenture;

WHEREAS, pursuant to Sections 902, 903, 905, 102 and 103 of the Indenture, the Company has delivered to the Trustee a request for the Trustee to join with the Company in the execution of this Supplemental Indenture, along with (1) evidence of the Requisite Consent the Company has received from the Holders of the Outstanding Securities, as certified by Global Bondholder Services Corporation, (2) a copy of a Board Resolution authorizing the execution of this Supplemental Indenture, (3) an Officers' Certificate and (4) an Opinion of Counsel; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by a Board Resolution and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery of this Supplemental Indenture has been in all respects duly authorized.

NOW, THEREFORE, intending to be legally bound hereby, each of the Company and the Trustee has executed and delivered this Supplemental Indenture.

ARTICLE ONE

INDENTURE

SECTION 101. Effectiveness of Indenture.

(a) Except as specifically provided in this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, shall remain in full force and effect. This Supplemental Indenture shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(b) The Company represents and warrants that each of the conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement have been satisfied, or where permitted, waived, in all respects.

(c) This Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, this Supplemental Indenture shall become operative only upon the completion and settlement of the Consent Solicitation and the related exchange offers, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be not become effective if such Consent Solicitations and related exchange offers are terminated or withdrawn prior to completion or settlement. The Company shall promptly notify the Trustee if the Company shall determine that such closing will not occur.

ARTICLE TWO

AMENDMENTS TO THE INDENTURE

SECTION 201. Amendments to the Indenture. Pursuant to Section 902 of the Indenture, the Company and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consent obtained pursuant to the Consent Solicitation Statement) hereby agree to amend or supplement certain provisions of the Indenture as follows:

(a) Section 101 of the Indenture (Definitions) is hereby modified so that the defined term of “Officers’ Certificate” is amended and restated in its entirety by the following (and all references to the term “Officers’ Certificate” in the Indenture are replaced with “Officer’s Certificate”):

““Officer’s Certificate” means a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the Company or the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.”

(a) Paragraphs ten and eleven of Section 305 of the Indenture (Registration, Registration of Transfer and Exchange) are hereby amended and restated in their entirety by the following:

“The Company may at any time and in its sole discretion determine that the Securities of any series issued in the form of one or more Global Securities shall, in whole or in part, no longer be represented by a Global Security or Securities. In such event the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of the definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive registered form without coupons, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such Securities in exchange for such Global Security or Securities (or portion thereof).

If specified by the Company pursuant to Section 301 or pursuant to a Company Order as described in the preceding paragraph with respect to Securities represented by a Global Security, the Depositary for such Global Security may surrender such Global Security in exchange in whole or in part for Securities of the same series and tenor in definitive registered form on such terms as are acceptable to the Company and such Depositary. Thereupon, the Company shall execute, and the Trustee shall authenticate and deliver, without service charge,

(1) to the Person specified by such Depositary a new Security or Securities of the same series and term, of any authorized denominations as requested by such Person, in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Security; and

(2) to such Depositary a new Global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Securities authenticated and delivered pursuant to clause (1) above.”

(b) Section 704 of the Indenture (Reports by Company) is hereby amended and restated in its entirety by the following:

“SECTION 704. *Reports by Company.*

The Company shall comply with the provisions of Section 314(a) of the Trust Indenture Act to the extent applicable.”

(c) Section 801 of the Indenture (Company May Consolidate, Etc., Only on Certain Terms) is hereby amended and restated in its entirety by the following:

“SECTION 801. *Company May Consolidate, Etc., Only on Certain Terms.*

The Company shall not consolidate with or merge into any other person unless:

(1) the person formed by such consolidation or into which the Company is merged shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and interest on all the Securities and the performance of every covenant of this Indenture on the part of the Company to be performed or observed; and

(2) the Company has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation or merger and such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.”

(d) Section 802 of the Indenture (Successor Substituted) is hereby amended and restated in its entirety by the following:

“SECTION 802. *Successor Substituted.*

Upon any consolidation of the Company with or merger of the Company into, any other person in accordance with Section 801, the successor person formed by such consolidation or into which the Company is merged shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor person had been named as the Company herein, and thereafter the predecessor person shall be relieved of all obligations and covenants under this Indenture and the Securities.”

(e) The Indenture is hereby amended by deleting the following Sections and Articles of the Indenture and all references and definitions to the extent solely relating thereto in their entirety and replacing each such Section or Article with “[Intentionally Omitted]”:

- (i) Section 501(5) (Events of Default);
- (ii) Section 1004 (Corporate Existence); and
- (iii) Section 1005 (Limitation on Liens).

SECTION 202. Amendments to the Outstanding Securities.

The Outstanding Securities are hereby amended to delete or modify all provisions inconsistent with the amendment to the Indenture effected by this Supplemental Indenture, and each Global Security shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Security consistent with the terms of the Indenture, as amended by this Supplemental Indenture. To the extent of any conflict between the terms of the Global Security and the terms of the Indenture, as amended by this Supplemental Indenture, the terms of the Indenture, as amended by this Supplemental Indenture, shall govern and be controlling.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Trustee.

The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. For the avoidance of doubt, the Trustee, by executing this Supplemental Indenture in accordance with the terms of the Indenture, does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture, as amended by this Supplemental Indenture.

SECTION 302. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein are used with the respective meanings ascribed to such terms in the Indenture. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 303. Provisions Binding on Successors.

All of the covenants, stipulations, promises and agreements made in this Supplemental Indenture by each of the parties hereto shall bind its successors and assigns whether so expressed or not.

SECTION 304. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 305. Governing Law.

This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be construed in accordance with the law of said State.

SECTION 306. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall become effective and constitute a binding agreement between the parties hereto when counterparts hereof shall have been executed and delivered by each of the parties hereto.

SECTION 307. Separability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 308. Conflicts.

To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control. If any provision hereof limits, qualifies or conflicts with another provision hereof or of the Indenture which is required to be included in the Indenture by any of the provisions of the Trust Indenture Act, such required provisions shall control.

SECTION 309. Entire Agreement.

This Supplemental Indenture, together with the Indenture, constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Supplemental Indenture as of the date first above written.

ANADARKO PETROLEUM CORPORATION

By: /s/ Marcia E. Backus
Name: Marcia E. Backus
Title: Senior Vice President

Attest:
 /s/ Nicole E. Clark
Name:Nicole E. Clark
Title: Vice President and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Valere Boyd
Name: Valere Boyd
Title: Vice President

Attest:
 /s/ Mark A. Golder
Name:Mark A. Golder
Title: Vice President

ANADARKO HOLDING COMPANY,

ANADARKO FINANCE COMPANY,

AND

ANADARKO PETROLEUM CORPORATION

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

Second Supplemental Indenture

Dated as of August 29, 2019

Amending and Supplementing the Indenture

Dated as of April 13, 1999

SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of August 29, 2019, by and among Anadarko Holding Company, a Utah corporation (as successor in interest to Union Pacific Resources Group Inc.) (the “**Company**”), Anadarko Finance Company, a Nova Scotia unlimited liability company (as successor in interest to UPR Capital Company, the “**Subsidiary Issuer**”), Anadarko Petroleum Corporation, a Delaware corporation (the “**Guarantor**”), and The Bank of New York Mellon Trust Company, N.A., a national banking association incorporated and existing under the laws of the United States of America (as successor in interest to The Bank of New York), as trustee under the indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company, the Subsidiary Issuer and the Trustee are parties to that certain Indenture, dated as of April 13, 1999, as supplemented by that certain First Supplemental Indenture, dated as of July 14, 2000, between the Company, the Subsidiary Issuer, the Guarantor and the Trustee (as so supplemented, the “**Indenture**”), providing for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness in one or more series (the “**Securities**”), up to such principal amounts as may be authorized in or pursuant to one or more Board Resolutions;

WHEREAS, there are Outstanding on the date hereof Securities of one series issued by the Company consisting of \$116,275,000 aggregate principal amount of the 7.950% Debentures due April 15, 2029 (the “**Outstanding Securities**”);

WHEREAS, pursuant to Section 902 of the Indenture, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by this Supplemental Indenture (the “**Requisite Consent**”), the Company, as the applicable Issuer of Securities Outstanding and the Guarantor, when authorized by a Board Resolution, and the Trustee may enter into a supplemental indenture to add, change or eliminate any provisions of the Indenture or of any supplemental indenture or to modify, in the manner provided for in Section 902 of the Indenture, the Indenture or modify the rights of the Holders of the Securities of each such series under the Indenture;

WHEREAS, upon the terms and subject to the conditions set forth in its offers to exchange and solicitation of consents, pursuant to a registration statement initially filed on Form S-4 with the Securities and Exchange Commission (the “**SEC**”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019, and declared effective on August 15, 2019, in respect of the Notes (as amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Occidental Petroleum Corporation, on behalf of the Company, has been soliciting consents (the “**Consent Solicitation**”) of, among others, the Holders of the Outstanding Securities to certain proposed amendments to the Indenture, requiring the Requisite Consent of Holders and to the execution of this Supplemental Indenture, as described in more detail in the Consent Solicitation Statement, and the Company has now obtained such Requisite Consent of Holders, and, as such, this Supplemental Indenture, the amendments set forth herein and the Trustee’s entry into this Supplemental Indenture are authorized pursuant to Section 902 of the Indenture;

WHEREAS, pursuant to Sections 902, 903, 905, 102 and 103 of the Indenture, the Company has delivered to the Trustee a request for the Trustee to join with the Company in the execution of this Supplemental Indenture, along with (1) evidence of the Requisite Consent the Company has received from the Holders of the Outstanding Securities, as certified by Global Bondholder Services Corporation, (2) a copy of a Board Resolution authorizing the execution of this Supplemental Indenture, (3) an Officers' Certificate and (4) an Opinion of Counsel; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by a Board Resolution and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery of this Supplemental Indenture has been in all respects duly authorized.

NOW, THEREFORE, intending to be legally bound hereby, each of the Company, the Guarantor and the Trustee has executed and delivered this Supplemental Indenture.

ARTICLE ONE

INDENTURE

SECTION 101. Effectiveness of Indenture.

(a) Except as specifically provided in this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, shall remain in full force and effect. This Supplemental Indenture shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(b) The Company represents and warrants that each of the conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement have been satisfied, or where permitted, waived, in all respects.

(c) This Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, this Supplemental Indenture shall become operative only upon the completion and settlement of the Consent Solicitation and the related exchange offers, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be not become effective if such Consent Solicitations and related exchange offers are terminated or withdrawn prior to completion or settlement. The Company shall promptly notify the Trustee if the Company shall determine that such closing will not occur.

AMENDMENTS TO THE INDENTURE

SECTION 201. Amendments to the Indenture. Pursuant to Section 902 of the Indenture, the Company, the Subsidiary Issuer, the Guarantor and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consent obtained pursuant to the Consent Solicitation Statement) hereby agree to amend or supplement certain provisions of the Indenture as follows:

(a) Section 101 of the Indenture (Definitions) is hereby modified so that the defined term of “Officers’ Certificate” is amended and restated in its entirety by the following (and all references to the term “Officers’ Certificate” in the Indenture are replaced with “Officer’s Certificate”):

““Officer’s Certificate” means a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the Company or the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee. Wherever this Indenture requires that an Officer’s Certificate be signed also by an engineer or an accountant or other expert, such engineer, accountant or other expert (except as otherwise expressly provided in this Indenture) may be in the employ of the applicable Issuer or the Guarantor, and shall be acceptable to the Trustee.”

(b) Section 704 of the Indenture (Reports by Issuers and the Guarantor) is hereby amended and restated in its entirety by the following:

“Section 704. Reports by Company.

The Company shall comply with the provisions of Section 314(a) of the Trust Indenture Act to the extent applicable.”

(c) Section 801 of the Indenture (Company May Consolidate, etc., Only on Certain Terms) is hereby amended and restated in its entirety by the following:

“Section 801. Company May Consolidate, etc., only on Certain Terms.

The Company shall not consolidate with or merge into any other Person, unless:

(1) the Person formed by such consolidation or into which the Company is merged shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of (and premium, if any) and interest on all the Securities and the performance of every covenant of this Indenture on the part of the Company to be performed or observed; and

(2) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation or merger and such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with."

(d) Section 803 of the Indenture (Successor Corporation Substituted) is hereby amended and restated in its entirety by the following:

"Section 803. Successor Substituted. Upon (a) any consolidation or merger of the Company in accordance with Section 801 or (b) any consolidation, amalgamation or merger, or conveyance or transfer of the properties and assets of a Subsidiary Issuer substantially as an entirety in accordance with Section 802, the successor formed by such merger, consolidation or amalgamation or to which such conveyance or transfer is made, as applicable, shall succeed to, and be substituted for, and may exercise every right and power of, the Company or such Subsidiary Issuer under this Indenture with the same effect as if such successor had been named as the Company or such Subsidiary Issuer herein. In the event of any such conveyance or transfer of a Subsidiary Issuer, such Subsidiary Issuer as the predecessor corporation may be dissolved, wound up or liquidated at any time thereafter."

(e) The Indenture is hereby amended by deleting the following Sections and Articles of the Indenture and all references and definitions to the extent solely relating thereto in their entirety and replacing each such Section or Article with "[Intentionally Omitted]":

- (i) Section 1005 (Corporate Existence);
- (ii) Section 1006 (Limitation on Liens and Sale Leaseback Transactions); and
- (iii) Section 1007 (Limitation on Transfers of Principal Properties to Unrestricted Subsidiaries).

SECTION 202. Amendments to the Outstanding Securities.

The Outstanding Securities are hereby amended to delete or modify all provisions inconsistent with the amendment to the Indenture effected by this Supplemental Indenture, and each Global Security shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Security consistent with the terms of the Indenture, as amended by this Supplemental Indenture. To the extent of any conflict between the terms of the Global Security and the terms of the Indenture, as amended by this Supplemental Indenture, the terms of the Indenture, as amended by this Supplemental Indenture, shall govern and be controlling.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Trustee.

The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. For the avoidance of doubt, the Trustee, by executing this Supplemental Indenture in accordance with the terms of the Indenture, does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture, as amended by this Supplemental Indenture.

SECTION 302. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein are used with the respective meanings ascribed to such terms in the Indenture. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 303. Provisions Binding on Successors.

All of the covenants, stipulations, promises and agreements made in this Supplemental Indenture by each of the parties hereto shall bind its successors and assigns whether so expressed or not.

SECTION 304. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 305. Governing Law.

This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be construed in accordance with the law of said State.

SECTION 306. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall become effective and constitute a binding agreement between the parties hereto when counterparts hereof shall have been executed and delivered by each of the parties hereto.

SECTION 307. Separability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 308. Conflicts.

To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control. If any provision hereof limits, qualifies or conflicts with another provision hereof or of the Indenture which is required to be included in the Indenture by any of the provisions of the Trust Indenture Act, such required provisions shall control.

SECTION 309. Entire Agreement.

This Supplemental Indenture, together with the Indenture, constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Indenture as of the date first above written.

ANADARKO HOLDING COMPANY

By: /s/ Bernard F. Figlock, III
Name: Bernard F. Figlock, III
Title: Vice President and Treasurer

By: /s/ Nicole E. Clark
Name: Nicole E. Clark
Title: Vice President and Secretary

ANADARKO FINANCE COMPANY

By: /s/ Bernard F. Figlock, III
Name: Bernard F. Figlock, III
Title: Vice President and Treasurer

By: /s/ Nicole E. Clark
Name: Nicole E. Clark
Title: Vice President and Secretary

ANADARKO PETROLEUM CORPORATION, as Guarantor

By: /s/ Marcia E. Backus
Name: Marcia E. Backus
Title: Senior Vice President

By: /s/ Nicole E. Clark
Name: Nicole E. Clark
Title: Vice President and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as
Trustee

By: /s/ Valere Boyd

Name: Valere Boyd

Title: Vice President

**ANADARKO FINANCE COMPANY
ANADARKO PETROLEUM CORPORATION**

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

Second Supplemental Indenture

**Dated as of August 29, 2019
Amending and Supplementing the Indenture
Dated as of April 26, 2001**

SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of August 29, 2019, by and among Anadarko Finance Company, an unlimited liability company organized under the laws of the province of Nova Scotia, Canada (the “**Company**”), Anadarko Petroleum Corporation (the “**Guarantor**”), a Delaware corporation and The Bank of New York Mellon Trust Company, N.A., a national banking association incorporated and existing under the laws of the United States of America (as successor in interest to The Bank of New York), as trustee under the indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of April 26, 2001, as supplemented by that certain First Supplemental Indenture, dated as of May 23, 2001, between the Company, the Guarantor and the Trustee (as so supplemented, the “**Indenture**”), providing for the issuance of securities as described in the Indenture (the “**Securities**”), up to such principal amounts as may be authorized in or pursuant to one or more Board Resolutions;

WHEREAS, there are Outstanding on the date hereof Securities of one series consisting of \$900,000,000 aggregate principal amount of the 7.500% Senior Notes due May 1, 2031 (the “**Outstanding Securities**”);

WHEREAS, pursuant to Section 8.02 of the Indenture, upon the request of the Company and the Guarantor with the written consent (including consents obtained in connection with a tender offer or exchange offer for the Securities of such series or a solicitation of consents in respect of the Securities of such series, provided that in each case such offer or solicitation is made to all Holders of the Securities of such series then outstanding on equal terms) of the Holders of at least a majority in principal amount of the Securities of each series of Outstanding Securities (the “**Requisite Consent**”) and accompanied by resolutions of the Board of Directors of the Company and of the Guarantor authorizing the execution of the supplemental indenture, the Company, Guarantor and Trustee may enter into a supplemental indenture that amends or supplements this Indenture with respect to the Securities of a series or the Securities of any series;

WHEREAS, upon the terms and subject to the conditions set forth in its offers to exchange and solicitation of consents, pursuant to a registration statement initially filed on Form S-4 with the Securities and Exchange Commission (the “**SEC**”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019, and declared effective on August 15, 2019, in respect of the Notes (as amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Occidental Petroleum Corporation, on behalf of the Company, has been soliciting consents (the “**Consent Solicitation**”) of, among others, the Holders of the Outstanding Securities to certain proposed amendments to the Indenture, requiring the Requisite Consent of Holders and to the execution of this Supplemental Indenture, as described in more detail in the Consent Solicitation Statement, and the Company has now obtained such Requisite Consent of Holders, and, as such, this Supplemental Indenture, the amendments set forth herein and the Trustee’s entry into this Supplemental Indenture are authorized pursuant to Section 8.02 of the Indenture;

WHEREAS, pursuant to Sections 8.02, 8.03, 8.06, 11.04 and 11.05 of the Indenture, the Company has delivered to the Trustee a request for the Trustee to join with the Company in the execution of this Supplemental Indenture, along with (1) evidence of the Requisite Consent the Company has received from the Holders of the Outstanding Securities, as certified by Global Bondholder Services Corporation, (2) a copy of resolutions of the Board of Directors of the Company and of the Guarantor authorizing the execution of this Supplemental Indenture, (3) an Opinion of Counsel and (4) an Officers' Certificate; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by a Board Resolution and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery of this Supplemental Indenture has been in all respects duly authorized.

NOW, THEREFORE, intending to be legally bound hereby, each of the Company, the Guarantor and the Trustee has executed and delivered this Supplemental Indenture.

ARTICLE ONE

INDENTURE

SECTION 101. Effectiveness of Indenture.

(a) Except as specifically provided in this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, shall remain in full force and effect. This Supplemental Indenture shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(b) The Company represents and warrants that each of the conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement have been satisfied, or where permitted, waived, in all respects.

(c) This Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, this Supplemental Indenture shall become operative only upon the completion and settlement of the Consent Solicitation and the related exchange offers, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be not become effective if such Consent Solicitations and related exchange offers are terminated or withdrawn prior to completion or settlement. The Company shall promptly notify the Trustee if the Company shall determine that such closing will not occur.

AMENDMENTS TO THE INDENTURE

SECTION 201. Amendments to the Indenture. Pursuant to Section 8.02 of the Indenture, the Company, the Guarantor and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consent obtained pursuant to the Consent Solicitation Statement) hereby agree to amend or supplement certain provisions of the Indenture as follows:

(a) Section 1.01 of the Indenture (Definitions) is hereby modified so that the defined term of “Officers’ Certificate” is amended and restated in its entirety by the following (and all references to the term “Officers’ Certificate” in the Indenture are replaced with “Officer’s Certificate”):

““Officer’s Certificate” means a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the Company or the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.”

(b) Section 2.07(a) of the Indenture (Certificated Securities) is hereby amended and restated in its entirety by the following:

“(a) A Global Security deposited with the Depositary or with the Trustee as custodian for the Depositary pursuant to Section 2.01 shall be transferred to the beneficial owners thereof in the form of certificated Securities in an aggregate principal amount equal to the principal amount of such Global Security, in exchange for such Global Security, only if such transfer complies with Section 2.06 and (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for such Global Security or if at any time such Depositary ceases to be a “clearing agency” registered under the Exchange Act and a successor depositary is not appointed by the Company within 90 days of such notice, or (ii) the Company, in its sole discretion, notifies the Trustee in writing that it elects to cause the issuance of certificated Securities under this Indenture (which, in the case of this sub-clause (ii), may be in whole or in part).”

(c) Section 3.03 of the Indenture (SEC Reports; Financial Statements) is hereby amended and restated in its entirety by the following:

“SECTION 3.03 SEC Reports; Financial Statements.

The Company shall comply with the provisions of Section 314(a) of the Trust Indenture Act to the extent applicable.”

(d) Section 4.01 of the Indenture (Limitation on Mergers and Consolidations) is hereby amended and restated in its entirety by the following:

“SECTION 4.01 Limitation on Mergers and Consolidations.

The Company shall not consolidate or amalgamate with or merge into any other Person, unless:

(1) in the case of a merger, the Company shall be the continuing Person, or the Person formed by such consolidation or into which the Company is merged, shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and interest on all the Securities and the performance of every covenant of this Indenture on the part of the Company to be performed or observed; and

(2) the Company has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation or merger and such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

The Guarantor may consolidate with or merge into any other Person, *provided* that in any such case:

(1) in the case of a merger, the Guarantor shall be the surviving entity, or the Person formed by such consolidation or into which the Guarantor is merged shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of all obligations in respect of the Guarantees and the performance of every covenant of this Indenture on the part of the Guarantor to be performed or observed;

(2) the Guarantor has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation or merger and such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.”

(e) Section 4.02 of the Indenture (Successors Substituted) is hereby amended and restated in its entirety by the following:

“SECTION 4.02 Successors Substituted.

Upon any consolidation of the Company or the Guarantor with, or merger of the Company or the Guarantor into, any other Person the successor Person formed by such consolidation or into which the Company or the Guarantor is merged shall succeed to, and be substituted for, and may exercise every right and power of, the Company or the Guarantor (as the case may be) under this Indenture with the same effect as if such successor Person had been named as the Company or the Guarantor (as the case may be) herein, and thereafter the predecessor Person shall be relieved of all obligations and covenants under this Indenture and the Securities.”

(f) Section 6.02 of the Indenture (Rights of the Trustee) is hereby modified to add the following provision: “(1) the Trustee shall not be deemed to have notice of any default or Event of Default unless either (1) a Responsible Officer has actual knowledge of such Default or Event of Default, or (2) written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee and such notice references the Securities and this Indenture.”

(g) The Indenture is hereby amended by deleting the following Sections and Articles of the Indenture and all references and definitions to the extent solely relating thereto in their entirety and replacing each such Section or Article with “[Intentionally Omitted]”:

- (i) Section 3.04(b) (Compliance Certificate);
- (ii) Section 3.05 (Corporate Existence);
- (iii) Section 3.07 (Limitation on Liens); and
- (iv) Section 5.01(4) (Events of Default).

SECTION 202. Amendments to the Outstanding Securities.

The Outstanding Securities are hereby amended to delete or modify all provisions inconsistent with the amendment to the Indenture effected by this Supplemental Indenture, and each Global Security shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Security consistent with the terms of the Indenture, as amended by this Supplemental Indenture. To the extent of any conflict between the terms of the Global Security and the terms of the Indenture, as amended by this Supplemental Indenture, the terms of the Indenture, as amended by this Supplemental Indenture, shall govern and be controlling.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Trustee.

The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. For the avoidance of doubt, the Trustee, by executing this Supplemental Indenture in accordance with the terms of the Indenture, does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture, as amended by this Supplemental Indenture.

SECTION 302. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein are used with the respective meanings ascribed to such terms in the Indenture. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 303. Provisions Binding on Successors.

All of the covenants, stipulations, promises and agreements made in this Supplemental Indenture by each of the parties hereto shall bind its successors and assigns whether so expressed or not.

SECTION 304. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 305. Governing Law.

This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be construed in accordance with the law of said State.

SECTION 306. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall become effective and constitute a binding agreement between the parties hereto when counterparts hereof shall have been executed and delivered by each of the parties hereto.

SECTION 307. Separability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 308. Conflicts.

To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control. If any provision hereof limits, qualifies or conflicts with another provision hereof or of the Indenture which is required to be included in the Indenture by any of the provisions of the Trust Indenture Act, such required provisions shall control.

SECTION 309. Entire Agreement.

This Supplemental Indenture, together with the Indenture, constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Indenture as of the date first above written.

ANADARKO FINANCE COMPANY

By: /s/ Bernard F. Figlock, III
Name: Bernard F. Figlock, III
Title: Vice President and Treasurer

ANADARKO PETROLEUM CORPORATION, as Guarantor

By: /s/ Marcia E. Backus
Name: Marcia E. Backus
Title: Senior Vice President

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as
Trustee

By: /s/ Valere Boyd
Name: Valere Boyd
Title: Vice President

KERR-MCGEE CORPORATION
ANADARKO PETROLEUM CORPORATION

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

Third Supplemental Indenture

Dated as of August 29, 2019
Amending and Supplementing the Indenture
Dated as of August 1, 2001

THIRD SUPPLEMENTAL INDENTURE

THIS THIRD SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of August 29, 2019, by and among Kerr-McGee Corporation, a Delaware corporation (the “**Company**”), Anadarko Petroleum Corporation (the “**Parent Guarantor**”), a Delaware corporation and The Bank of New York Mellon Trust Company, N.A., a national banking association incorporated and existing under the laws of the United States of America (as successor in interest to Citibank, N.A.), as trustee under the indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of August 1, 2001, as supplemented by that certain First Supplemental Indenture, dated as of September 21, 2005, between the Company and the Trustee and that certain Second Supplemental Indenture, dated as of October 4, 2006, between the Company, the Parent Guarantor and the Trustee (as so supplemented, the “**Indenture**”), providing for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness in one or more series (the “**Securities**”), up to such principal amounts as may be authorized in or pursuant to one or more Board Resolutions;

WHEREAS, there are Outstanding on the date hereof Securities of two series consisting of \$650,000,000 aggregate principal amount of the 6.950% Senior Notes due July 1, 2024 and \$500,000,000 aggregate principal amount of the 7.875% Senior Notes due September 15, 2031 (collectively, the “**Outstanding Securities**”);

WHEREAS, pursuant to Section 9.02 of the Indenture, upon the request of the Company, with the consent of the Holders of not less than 50% in aggregate principal amount of the Outstanding Securities of all series affected by this Supplemental Indenture (voting as one class) (the “**Requisite Consent**”), the Company, when authorized by a Board Resolution, and the Trustee may from time to time and at any time enter into a supplemental indenture to the Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or of modifying in any manner the rights of the Holders of the Securities of each such series;

WHEREAS, upon the terms and subject to the conditions set forth in its offers to exchange and solicitation of consents, pursuant to a registration statement initially filed on Form S-4 with the Securities and Exchange Commission (the “**SEC**”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019, and declared effective on August 15, 2019, in respect of the Notes (as amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Occidental Petroleum Corporation, on behalf of the Company, has been soliciting consents (the “**Consent Solicitation**”) of, among others, the Holders of the Outstanding Securities to certain proposed amendments to the Indenture, requiring the Requisite Consent of Holders and to the execution of this Supplemental Indenture, as described in more detail in the Consent Solicitation Statement, and the Company has not obtained such Requisite Consent of Holders, and, as such, this Supplemental Indenture, the amendments set forth herein and the Trustee’s entry into this supplemental Indenture are authorized pursuant to Section 9.02 of the Indenture;

WHEREAS, pursuant to Sections 9.02, 9.03, 9.05, 1.02 and 1.03 of the Indenture, the Company has delivered to the Trustee a request for the Trustee to join with the Company in the execution of this Supplemental Indenture, along with (1) evidence of the Requisite Consent the Company has received from the Holders of the Outstanding Securities, as certified by Global Bondholder Services Corporation, (2) a copy of a Board Resolution authorizing the execution of this Supplemental Indenture, (3) an Officers' Certificate and (4) an Opinion of Counsel; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by a Board Resolution and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery of this Supplemental Indenture has been in all respects duly authorized.

NOW, THEREFORE, intending to be legally bound hereby, each of the Company, the Parent Guarantor and the Trustee has executed and delivered this Supplemental Indenture.

ARTICLE ONE

INDENTURE

SECTION 101. Effectiveness of Indenture.

(a) Except as specifically provided in this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, shall remain in full force and effect. This Supplemental Indenture shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(b) The Company represents and warrants that each of the conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement have been satisfied, or where permitted, waived, in all respects.

(c) This Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, this Supplemental Indenture shall become operative only upon the completion and settlement of the Consent Solicitation and the related exchange offers, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be not become effective if such Consent Solicitations and related exchange offers are terminated or withdrawn prior to completion or settlement. The Company shall promptly notify the Trustee if the Company shall determine that such closing will not occur.

AMENDMENTS TO THE INDENTURE

SECTION 201. Amendments to the Indenture. Pursuant to Section 9.02 of the Indenture, the Company, the Parent Guarantor and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consent obtained pursuant to the Consent Solicitation Statement) hereby agree to amend or supplement certain provisions of the Indenture as follows:

(a) Section 1.01 of the Indenture (Definitions) is hereby modified so that the defined term of “Officers’ Certificate” is amended and restated in its entirety by the following (and all references to the term “Officers’ Certificate” in the Indenture are replaced with “Officer’s Certificate”):

““Officer’s Certificate” means a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the Company or the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.”

(b) The fifth, sixth and seventh paragraphs of Section 3.07 of the Indenture (Temporary Securities) are hereby amended and restated in their entirety by the following:

“The Company may at any time and in its sole discretion determine that the Securities of any series issued in the form of one or more Global Securities shall, in whole or in part, no longer be represented by such Global Security or Securities. In such event, the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive form and in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series in exchange for such Global Security or Securities (or portion thereof).

If the Securities of any series shall have been issued in the form of one or more Global Securities and if an Event of Default with respect to the Securities of such series shall have occurred and be continuing, the Company will promptly execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Securities of such series, will authenticate and deliver Securities of such series in definitive form and in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series in exchange for such Global Security or Securities.

If specified by the Company pursuant to Section 3.01 or pursuant to a Company Order as described in the second preceding paragraph of this Section 3.07 with respect to Securities of a series, the U.S. Depositary for such series of Securities may surrender a Global Security for such series of Securities in exchange in whole or in part for Securities of such series in definitive form on such terms as are acceptable to the Company and such depositary. Thereupon, the Company shall execute and the Trustee shall authenticate and deliver, without charge:

(1) to each Person specified by the U.S. Depositary a new Registered Security or Securities of the same series, of any authorized denomination as requested by such Person in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Security; and

(2) to the U.S. Depositary a new Global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Securities delivered to Holders thereof."

(c) Section 7.04 of the Indenture (Reports by Company) is hereby amended and restated in its entirety by the following:

"SECTION 7.04. Reports by Company.

The Company shall comply with the provisions of Section 314(a) of the Trust Indenture Act to the extent applicable."

(d) Section 8.01 of the Indenture (Consolidations and Mergers of Company and Conveyances Permitted Subject to Certain Conditions) is hereby amended and restated in its entirety by the following:

"SECTION 8.01. Consolidations and Mergers of Company and Conveyances Permitted Subject to Certain Conditions.

The Company may consolidate with or merge with or into any other Person, *provided* that in any such case, either the Company shall be the continuing Person, or the successor Person shall expressly assume the due and punctual payment of the principal of and interest on all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Company by supplemental indenture satisfactory to the Trustee, executed and delivered to the Trustee by such Person."

(e) Section 8.02 of the Indenture (Rights and Duties of Successor Corporation) is hereby amended and restated in its entirety by the following:

“SECTION 8.02. Rights and Duties of Successor Corporation.

In case of any such consolidation or merger and upon any such assumption by the successor Person, such successor Person shall succeed to and be substituted for the Company, with the same effect as if it has been named herein as the Company, and the predecessor Person shall be relieved of any obligation under this Indenture and the Securities. Such successor Person thereupon may cause to be signed, and may issue either in its own name or in the name of the Company, any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor Person, instead of the Company, and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Securities which such successor Person thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

In case of any such consolidation or merger such changes in phraseology and form (but not in substance) may be made in the Securities thereafter issued as may be appropriate.”

(f) Section 8.06 of the Indenture (When Guarantors May Consolidate or Merge) is hereby amended and restated in its entirety by the following:

“SECTION 8.06. When Guarantors May Consolidate or Merge.

Except in the case of a Guarantor that is being disposed of in its entirety to another Person, the Company will not permit any Guarantor to consolidate with or merge with or into any Person unless:

(A) the resulting, surviving or transferee Person (if not a Guarantor or the Company) shall expressly assume all the obligations of such Guarantor under each of its Guarantees hereunder; and

(B) the Company delivers to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation or merger, and, if applicable, the assumption by the resulting or surviving Person of such Guarantor’s obligations under each of its Guarantees hereunder, complies with the Indenture.

If the conditions set forth in (A) and (B) above are otherwise satisfied, the consolidation or merger of any Guarantor with or into any Person shall not be or be deemed to be a violation, default or breach by the Company or any Guarantor of any of the provisions of Article XV hereof.

In the event that a Guarantor is disposed of in its entirety (whether by merger, consolidation or sale of its capital stock), such Guarantor shall be released from its obligations under each of its Guarantees.”

(g) Section 10.06 of the Indenture (Statement as to Default) is hereby amended and restated in its entirety by the following:

“SECTION 10.06. Statement as to Default.

The Company will deliver to the Trustee, on or before a date not more than four months after the end of each fiscal year of the Company ending after the date hereof, a statement (which shall not be deemed an Officer’s Certificate and need not conform with any of the provisions of Section 1.02) signed by the principal executive officer, principal financial officer or principal accounting officer of the Company and by the Treasurer or the Secretary or any Assistant Treasurer or any Assistant Secretary the Company, stating that in the course of the performance by the signers of their duties as officers of the Company and based upon a review made under their supervision of the activities of the Company during such year and of the Company’s performance under this Indenture they would normally obtain knowledge whether or not the Company is in default in the performance of any covenant or agreement contained herein, stating whether or not they have obtained knowledge that the Company is in default in the performance of any such covenant or agreement, and if so, specifying each such default of which the signers have knowledge and the nature thereof. For purposes of this Section, such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.”

(h) Section 16.06 of the Indenture (When Parent Guarantor May Consolidate or Merge) is hereby amended and restated in its entirety by the following:

“SECTION 16.06. When Parent Guarantor May Consolidate or Merge. Parent Guarantor will not consolidate with or merge with or into any Person unless:

- (A) the resulting, surviving or transferee Person (if not Parent Guarantor, a Guarantor or the Company) shall expressly assume all the obligations of Parent Guarantor under its Parent Guarantee hereunder; and
- (B) the Company delivers to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation or merger, and, if applicable, the assumption by the resulting or surviving Person of Parent Guarantor’s obligations under its Parent Guarantee hereunder, complies with the Indenture.

If the conditions set forth in (A) and (B) above are otherwise satisfied, the consolidation or merger of Parent Guarantor with or into any Person shall not be or be deemed to be a violation, default or breach by Parent Guarantor of any of the provisions of Article Sixteen hereof.”

- (i) The Indenture is hereby amended by deleting the following Sections and Articles of the Indenture and all references and definitions to the extent solely relating thereto in their entirety and replacing each such Section or Article with “[Intentionally Omitted]”:
- (i) Section 8.03 (Securities to be Secured in Certain Events);
- (ii) Section 8.05 (Limitation on Lease of Properties as an Entirety);
- (iii) Section 10.04 (Payment of Taxes and Other Claims);
- (iv) Section 10.05 (Maintenance of Principal Properties);
- (v) Section 10.07 (Corporate Existence);
- (vi) Section 10.08 (Limitation on Secured Debt); and
- (vii) Section 10.09 (Limitation on Sales and Leasebacks).

SECTION 202. Amendments to the Outstanding Securities.

The Outstanding Securities are hereby amended to delete or modify all provisions inconsistent with the amendment to the Indenture effected by this Supplemental Indenture, and each Global Security shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Security consistent with the terms of the Indenture, as amended by this Supplemental Indenture. To the extent of any conflict between the terms of the Global Security and the terms of the Indenture, as amended by this Supplemental Indenture, the terms of the Indenture, as amended by this Supplemental Indenture, shall govern and be controlling.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Trustee.

The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. For the avoidance of doubt, the Trustee, by executing this Supplemental Indenture in accordance with the terms of the Indenture, does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture, as amended by this Supplemental Indenture.

SECTION 302. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein are used with the respective meanings ascribed to such terms in the Indenture. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 303. Provisions Binding on Successors.

All of the covenants, stipulations, promises and agreements made in this Supplemental Indenture by each of the parties hereto shall bind its successors and assigns whether so expressed or not.

SECTION 304. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 305. Governing Law.

This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be construed in accordance with the law of said State.

SECTION 306. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall become effective and constitute a binding agreement between the parties hereto when counterparts hereof shall have been executed and delivered by each of the parties hereto.

SECTION 307. Separability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 308. Conflicts.

To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control. If any provision hereof limits, qualifies or conflicts with another provision hereof or of the Indenture which is required to be included in the Indenture by any of the provisions of the Trust Indenture Act, such required provisions shall control.

SECTION 309. Entire Agreement.

This Supplemental Indenture, together with the Indenture, constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Third Supplemental Indenture as of the date first above written.

KERR-MCGEE CORPORATION

By: /s/ Bernard F. Figlock, III
Name: Bernard F. Figlock, III
Title: Vice President and Treasurer

Attest:
/s/ Nicole E. Clark
Name: Nicole E. Clark
Title: Vice President and Secretary

ANADARKO PETROLEUM CORPORATION, as Parent Guarantor

By: /s/ Marcia E. Backus
Name: Marcia E. Backus
Title: Senior Vice President

Attest:
/s/ Nicole E. Clark
Name: Nicole E. Clark
Title: Vice President and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as
Trustee

By: /s/ Valere Boyd
Name: Valere Boyd
Title: Vice President

Attest:
/s/ Mark A. Golder
Name: Mark A. Golder
Title: Vice President

ANADARKO PETROLEUM CORPORATION

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

Fourth Supplemental Indenture

**Dated as of August 29, 2019
Amending and Supplementing the Indenture
Dated as of September 19, 2006**

FOURTH SUPPLEMENTAL INDENTURE

THIS FOURTH SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of August 29, 2019, by and among Anadarko Petroleum Corporation, a Delaware corporation (the “**Company**”) and The Bank of New York Mellon Trust Company, N.A., a national banking association incorporated and existing under the laws of the United States of America (formerly known as The Bank of New York Trust Company, N.A.), as trustee under the indenture referred to below (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to that certain Indenture, dated as of September 19, 2006, as supplemented by that certain First Supplemental Indenture, dated as of October 10, 2006, between the Company and the Trustee, that certain Second Supplemental Indenture, dated as of July 15, 2009, between the Company and the Trustee, that certain Third Supplemental Indenture, dated as of June 10, 2015, between the Company and the Trustee (as so supplemented, the “**Indenture**”), providing for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness in one or more series (the “**Securities**”), up to such principal amounts as may be authorized in or pursuant to one or more Board Resolutions;

WHEREAS, there are Outstanding on the date hereof Securities of nine series consisting of \$667,035,000 aggregate principal amount of the 4.850% Senior Notes due March 15, 2021, \$247,965,000 aggregate principal amount of the 3.450% Senior Notes due July 15, 2024, \$1,100,000,000 aggregate principal amount of the 5.550% Senior Notes due March 15, 2026, \$1,750,000,000 aggregate principal amount of the 6.450% Senior Notes due September 15, 2036, \$2,270,600,000 aggregate principal amount at maturity of the Zero Coupon Senior Notes due October 10, 2036, \$325,000,000 aggregate principal amount of the 7.950% Senior Notes due June 15, 2039, \$750,000,000 aggregate principal amount of the 6.200% Senior Notes due March 15, 2040, \$625,000,000 aggregate principal amount of the 4.500% Senior Notes due July 15, 2044 and \$1,100,000,000 aggregate principal amount of the 6.600% Senior Notes due March 15, 2046 (collectively, the “**Outstanding Securities**”);

WHEREAS, pursuant to Section 902 of the Indenture, with the consent of the Holders of a majority in principal amount of the Outstanding Securities of all series affected by this Supplemental Indenture, considered together as one class for this purpose (the “**Requisite Consent**”), by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into a supplemental indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture;

WHEREAS, upon the terms and subject to the conditions set forth in its offers to exchange and solicitation of consents, pursuant to a registration statement initially filed on Form S-4 with the Securities and Exchange Commission (the “**SEC**”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019, and declared effective on August 15, 2019, in respect of the Notes (as amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Occidental Petroleum Corporation, on behalf of the Company, has been soliciting consents (the “**Consent Solicitation**”) of, among others, the Holders of the Outstanding Securities to certain proposed amendments to the Indenture, requiring the Requisite Consent of Holders and to the execution of this Supplemental Indenture, as described in more detail in the Consent Solicitation Statement, and the Company has now obtained such Requisite Consent of Holders, and, as such, this Supplemental Indenture, the amendments set forth herein and the Trustee’s entry into this Supplemental Indenture are authorized pursuant to Section 902 of the Indenture;

WHEREAS, pursuant to Sections 902, 903, 905, 102 and 103 of the Indenture, the Company has delivered to the Trustee a request for the Trustee to join with the Company in the execution of this Supplemental Indenture, along with (1) evidence of the Requisite Consent the Company has received from the Holders of the Outstanding Securities, as certified by Global Bondholder Services Corporation, (2) a copy of a Board Resolution authorizing the execution of this Supplemental Indenture, (3) an Opinion of Counsel and (4) an Officers' Certificate; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by a Board Resolution and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery of this Supplemental Indenture has been in all respects duly authorized.

NOW, THEREFORE, intending to be legally bound hereby, each of the Company and the Trustee has executed and delivered this Supplemental Indenture.

ARTICLE ONE

INDENTURE

SECTION 101. Effectiveness of Indenture.

(a) Except as specifically provided in this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, shall remain in full force and effect. This Supplemental Indenture shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(b) The Company represents and warrants that each of the conditions of the Consent Solicitation as set forth in the Consent Solicitation Statement have been satisfied, or where permitted, waived, in all respects.

(c) This Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, this Supplemental Indenture shall become operative only upon the completion and settlement of the Consent Solicitation and the related exchange offers, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be not become effective if such Consent Solicitations and related exchange offers are terminated or withdrawn prior to completion or settlement. The Company shall promptly notify the Trustee if the Company shall determine that such closing will not occur.

ARTICLE TWO

AMENDMENTS TO THE INDENTURE

SECTION 201. Amendments to the Indenture. Pursuant to Section 902 of the Indenture, the Company and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consent obtained pursuant to the Consent Solicitation Statement) hereby agree to amend or supplement certain provisions of the Indenture as follows:

(a) Section 101 of the Indenture (Definitions) is hereby modified so that the defined term of “Officers’ Certificate” is amended and restated in its entirety by the following (and all references to the term “Officers’ Certificate” in the Indenture are replaced with “Officer’s Certificate”):

““Officer’s Certificate” means a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the Company or the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.”

(b) Paragraph eight of Section 305 of the Indenture (Registration, Registration of Transfer and Exchange) is hereby amended and restated in its entirety by the following:

“The provisions of Clauses (1), (2), (3) and (4) below shall apply only to Global Securities:

(1) Each Global Security authenticated under this Indenture shall be registered in the name of the Depositary designated for such Global Security or a nominee thereof and delivered to such Depositary or a nominee thereof or custodian therefor, and each such Global Security shall constitute a single Security for all purposes of this Indenture.

(2) Notwithstanding any other provision in this Indenture, and subject to such applicable provisions, if any, as may be specified as contemplated by Section 301, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any Person other than the Depositary for such Global Security or a nominee thereof unless (A) such Depositary has notified the Company that it (i) is unwilling or unable to continue as Depositary for such Global Security or (ii) has ceased to be a clearing agency registered under the Exchange Act, or (B) the Company has executed and delivered to the Trustee a Company Order stating that such Global Security shall be exchanged in whole or in part for Securities that are not Global Securities (in which case such exchange shall promptly be effected by the Trustee). If the Company receives a notice of the kind specified in Clause (A) above or has delivered a Company Order of the kind specified in Clause (B) above, it may, in its sole discretion, designate a successor Depositary for such Global Security within 60 days after receiving such notice or delivery of such order, as the case may be. If the Company designates a successor Depositary as aforesaid, such Global Security shall promptly be exchanged in whole for one or more other Global Securities registered in the name of the successor Depositary, whereupon such designated successor shall be the Depositary for such successor Global Security or Global Securities and the provisions of Clauses (1), (2), (3) and (4) of this provision shall continue to apply thereto.

(3) Subject to Clause (2) above and to such applicable provisions, if any, as may be specified as contemplated by Section 301, any exchange of a Global Security for other Securities may be made in whole or in part, and all Securities issued in exchange for a Global Security or any portion thereof shall be registered in such names as the Depositary for such Global Security shall direct.

(4) Every Security authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, whether pursuant to this Section, Section 304, 306, 906 or 1107 or otherwise, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless such Security is registered in the name of a Person other than the Depositary for such Global Security or a nominee thereof.”

(c) Section 704 of the Indenture (Reports by Company) is hereby amended and restated in its entirety by the following:

“SECTION 704. *Reports by Company.*

The Company shall comply with the provisions of Section 314(a) of the Trust Indenture Act to the extent applicable.”

(d) Section 801 of the Indenture (Company May Consolidate, Etc., Only on Certain Terms) is hereby amended and restated in its entirety by the following:

“SECTION 801. *Company May Consolidate, Etc., Only on Certain Terms.*

The Company shall not consolidate with or merge into any other Person and the Company shall not permit any Person to consolidate with or merge into the Company, unless:

(1) in case the Company shall consolidate with or merge into another Person, the Person formed by such consolidation or into which the Company is merged shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and any premium and interest on all the Securities and the performance or observance of every covenant of this Indenture on the part of the Company to be performed or observed and, for each Security that by its terms provides for conversion, shall have provided for the right to convert such Security in accordance with its terms; and

(2) the Company has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation or merger and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.”

(e) Section 802 of the Indenture (Successor Substituted) is hereby amended and restated in its entirety by the following:

“SECTION 802. *Successor Substituted.*

Upon any consolidation of the Company with, or merger of the Company into, any other Person, the successor Person formed by such consolidation or into which the Company is merged shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein, and thereafter the predecessor Person shall be relieved of all obligations and covenants under this Indenture and the Securities.”

(f) The Indenture is hereby amended by deleting the following Sections and Articles of the Indenture and all references and definitions to the extent solely relating thereto in their entirety and replacing each such Section or Article with “[Intentionally Omitted]”:

- (i) Section 505(5) (Events of Default);
- (ii) Section 1004 (Corporate Existence); and

SECTION 202. Amendments to the Outstanding Securities.

The Outstanding Securities are hereby amended to delete or modify all provisions inconsistent with the amendment to the Indenture effected by this Supplemental Indenture, and each Global Security shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Security consistent with the terms of the Indenture, as amended by this Supplemental Indenture. To the extent of any conflict between the terms of the Global Security and the terms of the Indenture, as amended by this Supplemental Indenture, the terms of the Indenture, as amended by this Supplemental Indenture, shall govern and be controlling.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Trustee.

The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. For the avoidance of doubt, the Trustee, by executing this Supplemental Indenture in accordance with the terms of the Indenture, does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture, as amended by this Supplemental Indenture.

SECTION 302. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein are used with the respective meanings ascribed to such terms in the Indenture. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 303. Provisions Binding on Successors.

All of the covenants, stipulations, promises and agreements made in this Supplemental Indenture by each of the parties hereto shall bind its successors and assigns whether so expressed or not.

SECTION 304. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 305. Governing Law.

This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be construed in accordance with the law of said State.

SECTION 306. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture shall become effective and constitute a binding agreement between the parties hereto when counterparts hereof shall have been executed and delivered by each of the parties hereto.

SECTION 307. Separability Clause.

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 308. Conflicts.

To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control. If any provision hereof limits, qualifies or conflicts with another provision hereof or of the Indenture which is required to be included in the Indenture by any of the provisions of the Trust Indenture Act, such required provisions shall control.

SECTION 309. Entire Agreement.

This Supplemental Indenture, together with the Indenture, constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the date first above written.

ANADARKO PETROLEUM CORPORATION

By: /s/ Marcia E. Backus
Name: Marcia E. Backus
Title: Senior Vice President

Attest:
 /s/ Nicole E. Clark

Name: Nicole E. Clark
Title: Vice President and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Valere Boyd

Name: Valere Boyd
Title: Vice President

Attest:
 /s/ Mark A. Golder

Name: Mark A. Golder
Title: Vice President

OCCIDENTAL PETROLEUM CORPORATION ANNOUNCES RESULTS OF EARLY TENDERS IN ITS OFFERS TO EXCHANGE TWENTY-THREE SERIES OF NOTES ISSUED BY ANADARKO PETROLEUM CORPORATION, ANADARKO HOLDING COMPANY, ANADARKO FINANCE COMPANY AND KERR-MCGEE CORPORATION FOR OCCIDENTAL NOTES

HOUSTON, August 29, 2019 – Occidental Petroleum Corporation (“Occidental”) (NYSE: OXY) today announced that it has obtained the requisite consents applicable to each of the following series of notes to adopt certain proposed amendments (the “Proposed Amendments”) to the terms of the corresponding indentures governing such notes: (i) the 4.850% Senior Notes due 2021 issued by Anadarko Petroleum Corporation (“Anadarko”), (ii) the 3.450% Senior Notes due 2024 issued by Anadarko, (iii) the 6.950% Senior Notes due 2024 issued by Kerr-McGee Corporation (“Kerr-McGee”), (iv) the 5.550% Senior Notes due 2026 issued by Anadarko, (v) the 7.500% Debentures due 2026 issued by Anadarko Holding Company, as successor in interest to Union Pacific Resources Group Inc. (“Anadarko HoldCo”), (vi) the 7.000% Debentures due 2027 issued by Anadarko, (vii) the 7.125% Debentures due 2027 issued by Kerr-McGee, (viii) the 7.150% Debentures due 2028 issued by Anadarko HoldCo, (ix) the 6.625% Debentures due 2028 issued by Anadarko, (x) the 7.200% Debentures due 2029 issued by Anadarko, (xi) the 7.950% Debentures due 2029 issued by Anadarko HoldCo, (xii) the 7.500% Senior Notes due 2031 issued by Anadarko Finance Company (“Anadarko Finance”), (xiii) the 7.875% Senior Notes due 2031 issued by Kerr-McGee, (xiv) the 6.450% Senior Notes due 2036 issued by Anadarko, (xv) the Zero Coupon Senior Notes due 2036 issued by Anadarko, (xvi) the 7.950% Senior Notes due 2039 issued by Anadarko, (xvii) the 6.200% Senior Notes due 2040 issued by Anadarko, (xviii) the 4.500% Senior Notes due 2044 issued by Anadarko, (xix) the 6.600% Senior Notes due 2046 issued by Anadarko, (xx) the 7.730% Debentures due 2096 issued by Anadarko and (xxi) the 7.500% Debentures due 2096 issued by Anadarko HoldCo. As of 5:00 p.m., New York City time, on August 28, 2019 (the “Early Participation Date”), Occidental had not yet received the requisite consents to adopt the Proposed Amendments with respect to the 7.250% Debentures due 2025 issued by Anadarko and the 7.250% Debentures due 2096 issued by Anadarko (together, the “Extended Consent Revocation Deadline Old Notes”).

The results are based on early tenders in (i) the offers to exchange any and all validly tendered (and not validly withdrawn) and accepted notes of the 23 series of notes described in the table below (collectively, the “Old Notes”) for the new notes of a corresponding series to be issued by Occidental as described in the table below (collectively, the “Oxy Notes”) and cash and (ii) the related solicitation of consents (together with the offers to exchange, the “Exchange Offers”) being made by Occidental on behalf of Anadarko, Anadarko HoldCo, Anadarko Finance and Kerr-McGee to adopt the Proposed Amendments to such indentures governing the Old Notes (the “Old Notes Indentures”).

Occidental today also announced that it is extending the deadline to receive the Early Participation Premium (as defined in the Prospectus (as defined below)) from 5:00 p.m., New York City time, on August 28, 2019 to 12:01 a.m., New York City time, on September 13, 2019, which is the same time as the Expiration Date (as defined below) for the Exchange Offers, unless further extended. Additionally, Occidental today announced that it has waived the condition to the Exchange Offers that it receives (i) the requisite consents to adopt the Proposed Amendments for all series of Old Notes at or by the Expiration Date and (ii) the valid tender (without valid withdrawal) of a majority in aggregate principal amount of the Old Notes of all series at or by the Expiration Date.

Solely with respect to the Extended Consent Revocation Deadline Old Notes, Occidental today also announced that it is extending the deadline to revoke consents to the Proposed Amendments to the applicable Old Notes Indentures (the “Consent Revocation Deadline”) from 5:00 p.m., New York City time, on August 28, 2019 to 12:01 a.m., New York City time, on September 13, 2019, which is the same time as the Expiration Date, unless further extended. The Consent Revocation Deadline for all other series of Old Notes has not been extended and occurred on 5:00 p.m., New York City time, on August 28, 2019. As a result, a valid withdrawal of Old Notes (other than the Extended Consent Revocation Deadline Old Notes) after the Consent Revocation Deadline will not be deemed a revocation of the related consents, and such consents will continue to be deemed delivered.

Except as described in this press release, no changes have been made to the terms and conditions of the Exchange Offers, which are set forth in a Registration Statement on Form S-4, which was filed with the Securities and Exchange Commission (“SEC”) on August 1, 2019, as amended by Amendment No. 1 thereto filed with the SEC on August 13, 2019 (the “Registration Statement”), and was declared effective on August 15, 2019.

With respect to all Old Notes other than the Extended Consent Revocation Deadline Old Notes, Anadarko, Anadarko HoldCo, Anadarko Finance and Kerr-McGee will promptly execute supplemental indentures to the applicable Old Notes Indentures that contain the Proposed Amendments, which supplemental indentures shall become operative only upon the completion and settlement of the Exchange Offers, with the result that the Proposed Amendments effected by such supplemental indentures shall not become effective if the Exchange Offers are terminated or withdrawn prior to completion or settlement. The Exchange Offers commenced on August 15, 2019 and expire at 12:01 a.m., New York City time, on September 13, 2019, unless extended or terminated (the “Expiration Date”). The settlement is anticipated to occur promptly after the Expiration Date. The consummation of the Exchange Offers is subject to, and conditional upon, the satisfaction or, where permitted, the waiver of the conditions set forth in Occidental’s prospectus, dated as of August 15, 2019 (the “Prospectus”), as amended by this press release.

As of the Early Participation Date, the principal amounts of Old Notes set forth in the table below had been validly tendered and not validly withdrawn (and consents thereby validly delivered and not validly revoked):

Aggregate Principal Amount	Title of Series of Old Notes	Issuer	CUSIP/ISIN No.	Title of Series of Oxy Notes	Total Consideration ⁽¹⁾⁽²⁾		Old Notes Tendered at the Early Participation Date	
					Oxy Notes (principal amount)	Cash	Aggregate Principal Amount	Percentage
\$ 677,035,000	4.850% Senior Notes due 2021	Anadarko	032511BM8 / US032511BM81	4.850% Senior Notes due 2021	\$ 1,000	\$ 1.00	\$ 645,688,000	95.37 %
\$ 247,965,000	3.450% Senior Notes due 2024	Anadarko	032511BJ5 / US032511BJ52	3.450% Senior Notes due 2024	\$ 1,000	\$ 1.00	\$ 159,776,000	64.43 %
\$ 650,000,000	6.950% Senior Notes due 2024	Kerr-McGee	492386AU1 / US492386AU15	6.950% Senior Notes due 2024	\$ 1,000	\$ 1.00	\$ 578,487,000	89.00 %
\$ 310,000	7.250% Debentures due 2025	Anadarko	032511AH0 / US032511AH06	7.250% Debentures due 2025	\$ 1,000	\$ 1.00	\$ 25,000	8.06 %
\$ 1,100,000,000	5.550% Senior Notes due 2026	Anadarko	032511BN6 / US032511BN64	5.550% Senior Notes due 2026	\$ 1,000	\$ 1.00	\$ 1,083,264,000	98.48 %
\$ 111,856,000	7.500% Debentures due 2026	Anadarko HoldCo	907834AB1 / US907834AB13	7.500% Debentures due 2026	\$ 1,000	\$ 1.00	\$ 87,909,000	78.59 %
\$ 47,750,000	7.000% Debentures due 2027	Anadarko	032511AL1 / US032511AL18	7.000% Debentures due 2027	\$ 1,000	\$ 1.00	\$ 29,792,000	62.39 %
\$ 150,000,000	7.125% Debentures due 2027	Kerr-McGee	492386AK3 / US492386AK33	7.125% Debentures due 2027	\$ 1,000	\$ 1.00	\$ 120,633,000	80.42 %
\$ 235,133,000	7.150% Debentures due 2028	Anadarko HoldCo	907834AG0 / US907834AG00	7.150% Debentures due 2028	\$ 1,000	\$ 1.00	\$ 223,806,000	95.18 %
\$ 14,153,000	6.625% Debentures due 2028	Anadarko	032511AM9 / US032511AM90	6.625% Debentures due 2028	\$ 1,000	\$ 1.00	\$ 13,816,000	97.62 %
\$ 135,005,000	7.200% Debentures due 2029	Anadarko	032511AN7 / US032511AN73	7.200% Debentures due 2029	\$ 1,000	\$ 1.00	\$ 120,811,000	89.49 %
\$ 116,275,000	7.950% Debentures due 2029	Anadarko HoldCo	907834AJ4 / US907834AJ49	7.950% Debentures due 2029	\$ 1,000	\$ 1.00	\$ 80,625,000	69.34 %
\$ 900,000,000	7.500% Senior Notes due 2031	Anadarko Finance	032479AD9 / US032479AD91	7.500% Senior Notes due 2031	\$ 1,000	\$ 1.00	\$ 869,240,000	96.58 %
\$ 500,000,000	7.875% Senior Notes due 2031	Kerr-McGee	492386AT4 / US492386AT42	7.875% Senior Notes due 2031	\$ 1,000	\$ 1.00	\$ 481,096,000	96.22 %
\$ 1,750,000,000	6.450% Senior Notes due 2036	Anadarko	032511AY3 / US032511AY39	6.450% Senior Notes due 2036	\$ 1,000	\$ 1.00	\$ 1,730,434,000	98.88 %
\$ 2,270,600,000 ⁽³⁾	Zero Coupon Senior Notes due 2036 (the “Zero Coupon Notes”)	Anadarko	032511BB2 / US032511BB27	Zero Coupon Senior Notes due 2036	\$ 1,000	\$ 1.00	\$ 2,270,292,000	99.99 %
\$ 325,000,000	7.950% Senior Notes due 2039	Anadarko	032511BG1 / US032511BG14	7.950% Senior Notes due 2039	\$ 1,000	\$ 1.00	\$ 320,767,000	98.70 %
\$ 750,000,000	6.200% Senior Notes due 2040	Anadarko	032510AC3 / US032510AC36	6.200% Senior Notes due 2040	\$ 1,000	\$ 1.00	\$ 736,896,000	98.25 %
\$ 625,000,000	4.500% Senior Notes due 2044	Anadarko	032511BK2 / US032511BK26	4.500% Senior Notes due 2044	\$ 1,000	\$ 1.00	\$ 623,117,000	99.70 %
\$ 1,100,000,000	6.600% Senior Notes due 2046	Anadarko	032511BP1 / US032511BP13	6.600% Senior Notes due 2046	\$ 1,000	\$ 1.00	\$ 1,099,016,000	99.91 %
\$ 48,800,000	7.250% Debentures due 2096	Anadarko	032511AK3 / US032511AK35	7.250% Debentures due 2096	\$ 1,000	\$ 1.00	\$ 3,770,000	7.73 %
\$ 60,500,000	7.730% Debentures due 2096	Anadarko	032511AJ6 / US032511AJ61	7.730% Debentures due 2096	\$ 1,000	\$ 1.00	\$ 44,794,000	74.04 %
\$ 77,970,000	7.500% Debentures due 2096	Anadarko HoldCo	907834AC9 / US907834AC95	7.500% Debentures due 2096	\$ 1,000	\$ 1.00	\$ 59,783,000	76.67 %

- (1) Consideration per \$1,000 principal amount of Old Notes validly tendered and accepted for exchange. No additional payment will be made for a holder’s consent to the Proposed Amendments.
- (2) The term “Oxy Notes” in this column refers, in each case, to the series of Oxy Notes corresponding to the series of Old Notes of like tenor and coupon.
- (3) Aggregate principal amount at maturity. The accreted amount as of September 18, 2019, the anticipated settlement date of the applicable exchange offer, will be approximately \$413,739.22 per \$1,000,000 aggregate principal amount at maturity of Zero Coupon Notes. Except where otherwise indicated, the term “aggregate principal amount,” when used in reference to the Zero Coupon Notes, refers to the accreted amount as of the anticipated settlement date.

Questions concerning the terms of the Exchange Offers should be directed to the following joint lead dealer managers:

BofA Merrill Lynch 214 North Tryon Street, 14th Floor Charlotte, North Carolina 28255 Attention: Liability Management Group Collect: (980) 683-3215 Toll-Free: (888) 292-0070	Citigroup 388 Greenwich Street, 7th Floor New York, New York 10013 Attention: Liability Management Group Collect: (212) 723-6106 Toll-Free: (800) 558-3745	J.P. Morgan 383 Madison Avenue New York, New York 10179 Attention: Liability Management Group Collect: (212) 834-3424 Toll-Free: (866) 834-4666	Wells Fargo Securities 555 South Tryon Street Charlotte, North Carolina 28202 Attention: Liability Management Group Collect: (704) 410-4756 Toll-Free: (866) 309-6316
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Questions concerning tender procedures for the Old Notes and requests for additional copies of the Prospectus and the Letter of Transmittal should be directed to the following exchange agent and information agent:

Global Bondholder Services Corporation				
<i>By Facsimile (Eligible Institutions Only):</i> (212) 430-3775	<i>By E-Mail:</i> contact@gbsc-usa.com	<i>By Mail or Hand:</i> 65 Broadway—Suite 404 New York, New York 10006	<i>Banks and Brokers (Collect):</i> (212) 430-3774	<i>All Others (Toll Free):</i> (866) 470-3900

The Exchange Offers are being made pursuant to the terms and conditions set forth in the Prospectus, which forms a part of the Registration Statement, as amended as described in this press release, and the related Letter of Transmittal and Consent (the “Letter of Transmittal”). Tenders of Old Notes in connection with any of the Exchange Offers may be withdrawn at any time prior to the Expiration Date of the applicable Exchange Offer. Following the Expiration Date, tenders of Old Notes may not be validly withdrawn unless Occidental is otherwise required by law to permit withdrawal. Occidental may terminate or withdraw the Exchange Offers at any time for any reason.

This press release is not an offer to sell or a solicitation of an offer to buy any of the securities described herein and is also not a solicitation of the related consents. The Exchange Offers may be made solely pursuant to the terms and conditions of the Prospectus, the Letter of Transmittal and the other related materials. The Exchange Offers are not being made in any state or jurisdiction in which such offers would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

In order to participate in any exchange offer and consent solicitation for Old Notes, holders of the Old Notes resident in Canada are required to complete, sign and submit to the exchange agent a Canadian Eligibility Form (attached as Annex A to the Letter of Transmittal).

Any holder of the Old Notes located in any Member State of the EEA that is a retail investor will not be able to participate in the Exchange Offers. For these purposes, a retail investor means a person who is one or more of the following: (i) a retail client as defined in point (ii) of Article 4(1) Directive (EU) 2014/65/EU (as amended, “MiFID II”), (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) a person that is not a qualified investor as defined in the Prospectus Directive.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This communication contains forward-looking statements within the meaning of the federal securities laws, including Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. In this context, forward-looking statements often address expected future business and financial performance and financial condition, and often contain words such as “expect”, “anticipate”, “intend”, “plan”, “believe”, “seek”, “see”, “will”, “would”, “target”, similar expressions, and variations or negatives of these words. Forward-looking statements by their nature address matters that are, to different degrees, uncertain, such as the expected timing of completion of the Exchange Offers. These and other forward-looking statements are not guarantees of future results and are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those expressed in any forward-looking statements, including the failure make any filing or take other action required to consummate such transaction in a timely matter or at all.

Factors that could cause actual results to differ and that may affect Occidental’s results of operations and financial position appear in Part I, Item 1A “Risk Factors” of Occidental’s Annual Report on Form 10-K for the year ended December 31, 2018, and in Occidental’s other filings with the SEC. Additional factors related to the Exchange Offers appear in the Registration Statement.

Contacts

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