

PROSPECTUS

OCCIDENTAL PETROLEUM CORPORATION

SAVINGS PLAN

COMMON STOCK AND PLAN INTERESTS

Par Value \$0.20 Per Share

This Prospectus relates to shares of common stock, par value \$0.20 per share (the “*Common Stock*”), of Occidental Petroleum Corporation, a Delaware corporation (the “*Company*”), and plan interests, that may be offered or sold to eligible employees of the Company or any of its affiliates pursuant to the Occidental Petroleum Corporation Savings Plan (the “*Plan*”). You should read this Prospectus carefully in connection with your participation in the Plan. We also recommend that you retain this Prospectus for future reference. If you need an additional copy of this Prospectus, please contact OxyLink at 800-699-6903 (or 918-610-1990 from outside the U.S. or Canada) during normal business hours (Monday – Friday, 8:30 A.M. – 5:00 P.M. Central Time) or you may obtain a copy online from the Company website at oxylink.oxy.com or [oxy.net.oxy.com](http://oxy.net/oxy.com) > My HR > Savings.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS PROSPECTUS MAY NOT BE USED BY ANY PERSON IN CONNECTION WITH ANY REALES OF THE COMMON STOCK ACQUIRED UNDER THE SAVINGS PLAN.

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

The date of this Prospectus is February 1, 2016.

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No person has been authorized to give any information or to make any representations other than those contained in this Prospectus, and, if given or made, such information or representations must not be relied upon as having been authorized. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction in which or to any person to whom it is unlawful to make such offer or solicitation. Neither the delivery of this Prospectus nor any sale made hereunder will under any circumstances imply that information contained in this Prospectus is correct at any time subsequent to the date of this Prospectus.

DESCRIPTION OF THE PLAN

The following is a summary of the provisions of the Plan. It is not a complete description of all the terms and provisions of the Plan. The descriptions in this Prospectus are based on official Plan documents, which were effective January 1, 2015, as in effect on the date of this Prospectus. If there is a conflict or disagreement between this Prospectus and the official Plan documents, the official Plan documents always govern. Additional information about the Plan and its administrators may be obtained from the Corporate Secretary, Occidental Petroleum Corporation, 5 Greenway Plaza, Suite 110, Houston, Texas 77046, or by calling (713) 215-7000.

General Plan Information

The Plan is formally named the “Occidental Petroleum Corporation Savings Plan” and is also known as the Personal Savings Account or PSA. The Plan is intended to encourage and assist eligible employees in adopting a regular program of savings to provide additional security for their retirement by providing a means whereby they may save for retirement through payroll deductions. Participants can invest their contributions to the Plan easily among different investment funds, including the Company’s common stock, and supplement their retirement income.

The Plan is intended to qualify as a stock bonus plan pursuant to section 401(a) of the Internal Revenue Code (the “Code”) and also includes a qualified cash or deferred arrangement under section 401(k) of the Code. Additionally, the Plan includes an employee stock ownership plan (“ESOP”) component. Matching company contributions are made to participants’ matching accounts, which are invested in the Oxy Stock Fund and are part of the ESOP. Participants may also invest a certain portion of their elective deferrals in the ESOP. The Plan and the ESOP together constitute a single plan under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and the Code. ERISA provides certain minimum standards with respect to, among other things, participation, vesting, funding, accrual of benefits, fiduciary responsibility, and reporting and disclosure to both Participants and various governmental agencies. The Plan is subject to Titles I, II and III of ERISA, which contain the rules with respect to the above-mentioned areas. The Plan is not covered by Title IV of ERISA because the Plan is a defined contribution plan and Title IV generally applies only to defined benefit plans. Title IV guarantees a certain portion of accrued benefits under a defined benefit plan, but the type of guarantee provided in Title IV is usually not pertinent to a defined contribution plan such as this Plan, where individual accounts are maintained for each Participant. Accordingly, no specific level of benefits is guaranteed under the Plan.

The Company expects and intends to continue the Plan but reserves the right to modify, suspend, change or terminate the Plan, or any features of the Plan, at any time or for any reason. Any amendment to the Plan will be effected through a resolution of the Board of Directors of the Company (the “Board”) or by the Occidental Petroleum Corporation Pension and Retirement Plan Administrative Committee (the “Committee”). If material changes that affect participants are made in the future, you will be notified. The Company does not guarantee the continuation of the Plan during any periods of active employment, inactive employment, disability or retirement, nor does it guarantee any specific level of future benefits. The Plan is purely voluntary on the part of the Company, and the Company reserves the right to terminate it at any time by action of its Board. Benefits under the Plan are provided at the Company’s discretion and do not create a contract of employment. However, no amendment will deprive any Participant any vested right and, if the Plan is terminated, future contributions will immediately cease but the Plan will continue to operate until all benefits have been paid.

If you are an employee who participates in the Plan when the Plan is terminated, or if there is a partial termination of the Plan that affects you, you will immediately become vested in your Plan benefit as of the termination date. Distributions of Plan benefits will be made in accordance with the terms of the Plan and as directed by the Company or the Committee, as Plan Administrator.

Administration of the Plan

The Plan is administered by the Committee, which is appointed by, and serves at the discretion of, the Board. The Committee must consist of at least three members, but may be composed of as many members as the Board appoints. The Board, in its capacity as fiduciary, has responsibility only for appointment and removal of the Trustee, and, as noted above and below, the members of the Committee and of the Investment Committee. Neither the Board

nor any committee of the Board has any discretionary authority, control or responsibility with respect to the administration or management of the Plan or the disposition of the Plan's assets. The Company provides ministerial administrative services to the Plan at the direction of the Committee.

The members of the Committee may, but do not need to, be employees of the Company or any affiliate. Except as otherwise provided in the Plan, the Company will have responsibility for any settlor powers, functions or duties, including, without limitation, the right to amend or terminate the Plan as set forth in the Plan. Subject to the terms of the Plan and applicable law, the Committee has the authority to make decisions and determinations relating to the operation of the Plan, including the authority and discretion to:

- Construe and interpret the Plan, to supply all omissions from, correct deficiencies in and resolve ambiguities in the language of the Plan; to decide all questions of eligibility and determine the amount, manner, and time of payment of any Plan benefits;
- Determine the right of any person to an allocation, and the amount thereof;
- Obtain from employees information as may be necessary to administer the Plan and, when necessary, furnish information to persons entitled thereto;
- Prepare and distribute, in the manner the Company determines to be appropriate, information explaining the Plan;
- Establish and maintain accounts in the name of each participant as are necessary;
- Instruct the Plan's trustee (the "*Trustee*") with respect to the payment of Plan benefits;
- Provide for any required bonding of fiduciaries;
- Prepare and file any reports required by ERISA;
- Engage an independent public accountant to conduct examinations and render opinions as required by ERISA;
- Allocate contributions, loan repayments and gains or losses to the accounts of participants;
- Take all steps the Committee deems reasonable to correct errors or omissions in the operation of the Plan; and
- Designate affiliated companies as participating employers in the Plan.

The investment options available under the Plan (including the ESOP) are selected by the Occidental Petroleum Corporation Pension and Retirement Trust and Investment Committee (the "*Investment Committee*"), which is appointed by, and serves at the discretion of, the Board. The Trustee is The Bank of New York Mellon of New York, New York. The Trustee holds amounts in trust for the benefit of Participants and/or beneficiaries of Participants. The Trustee will invest a Participant's accounts pursuant to the directions of such Participant.

The Investment Committee has the authority and responsibility to direct the Trustee with respect to the investment and management of the Plan's trust fund, and to establish a funding policy and method consistent with the objectives of the Plan and the requirements of ERISA. Except as otherwise provided in ERISA, the Investment Committee may delegate such authority and responsibility to direct the Trustee or any person who acknowledges in writing that it is a fiduciary with respect to the Plan and who provides the Investment Committee with a written affirmation that it is qualified to act as an investment manager within the meaning of ERISA. If the Investment Committee delegates to an investment manager the authority and responsibility to so direct the Trustee, such investment manager, and not the Investment Committee or the Trustee, shall have sole responsibility for the

investment and management of so much of the Trust Fund as has been entrusted to his management and control, and, except to the extent otherwise required by ERISA, such delegation shall relieve the Investment Committee and the members thereof of all duties and responsibilities with respect to the authority and responsibility so delegated.

The Investment Committee may relinquish to the Trustee the Investment Committee's power to direct the Trustee with respect to the investment and management of the Trust Fund. In the event the Investment Committee so relinquishes said power to the Trustee and the Trustee accepts such responsibility in writing, the Trustee shall have sole and exclusive power and responsibility with respect to the investment and management of the Trust Fund. The Investment Committee may regain the power so relinquished by appropriate Investment Committee action and notice to the Trustee.

Securities to be Offered

Each Participant has the right to direct the investment of his or her accounts among the funds provided as investment options under the Plan (the "**Investment Funds**"). Each Investment Fund invests in specific types of securities, and therefore, each fund has a different degree of risk. The Investment Funds currently consist of the funds listed under "Alternative Investment Options" and include an investment alternative that invests primarily in shares of the Company's Common Stock (the "**Oxy Stock Fund**"). All Common Stock in the Oxy Stock Fund is held in the name of the Trustee. Participants do not own shares of Common Stock in their Plan accounts and instead own units of participation in the Oxy Stock Fund. While the total number of shares of Common Stock that may be allocated under the Oxy Stock Fund is not limited, the Company has only registered a finite number of shares of Common Stock for use in connection with the Plan as of the date of this Prospectus. Specifically, on February 21, 2002, the Company registered 4,000,000 shares of Common Stock (as adjusted to reflect a two-for-one stock split on August 16, 2006) and, on October 14, 2015, the Company registered an additional 4,000,000 shares of Common Stock and an indeterminate amount of participation interests in the PSA.

From time to time, Participants will receive detailed fund descriptions and reports regarding the Investment Funds, and Participants may contact the Committee, as Plan Administrator at any time to obtain further information about any Investment Fund, including copies of prospectuses, financial statements and reports, expenses, listings of assets held and values of shares. The Plan is designed to be a "Section 404(c) plan," which means that each Participant has the responsibility to monitor the investment options and to decide on the appropriate investment mix for his or her overall portfolio. In the event of a Participant's death, his or her beneficiary becomes responsible for selecting investments for the Participant's accounts. Plan fiduciaries will not give Participants investment advice or manage Participant accounts and are relieved of liability for any losses that may result from a Participant's investment instructions.

Employees Who May Participate in the Plan

Who is Eligible

Except as outlined below, common-law employees of the Company or any of its affiliates designated by the Company's Board (or its delegate) as a participating employer under the Plan are eligible to participate in the Plan ("**Eligible Employee**"). An Eligible Employee may enroll as a participant in the Plan and can start making contributions at any time (a "**Participant**").

Who is Not Eligible

Although an employee of the Company, you are not an Eligible Employee if:

- Your employment with the Company is covered by a collective bargaining agreement, unless such agreement expressly provides for your participation in the Plan;
- You are employed by an affiliate that is not a participating employer under the Plan;
- You are a leased employee; or

- You are a nonresident alien employee who receives no U.S.-source earned income from the Company, unless the Plan has been expressly made applicable to you (in which case, this has previously been communicated to you).

If you transfer employment and become an Eligible Employee, you may become a Participant on the first day of the month in which such transfer takes place. If you transfer employment and are no longer an Eligible Employee, you will no longer be eligible to make or receive pre-tax deferrals, catch-up contributions, after-tax contributions or matching contribution on earnings paid after the date of such transfer (an “*Inactive Participant*”). As an Inactive Participant, you will continue to accrue service under the Plan and upon separation from service, your vested interest shall be based on your total service with the Company and any affiliate of the Company. You will also remain eligible to receive in-service withdrawals and transfer eligible amounts to your rollover account, subject to the terms of the Plan.

Purchase of Securities Pursuant to the Plan

The Plan is designed to be a “Section 404(c) plan,” which means that it is up to you to decide how to invest your Plan account balance. All investments involve the risk of loss as well as the possibility for gain. Historical performance is not indicative of the future performance of any Plan investment fund. Performance for all Plan investments, including the future performance of Common Stock, depends on a number of variables, the performance of other companies and markets in which investments are made and the actual time frame of the investment.

The Company does not guarantee the performance of any Investment Fund, including the performance of the Oxy Stock Fund, nor does it assume any obligation to make up for any losses that you may experience. You may want to consult with an independent financial advisor regarding the Plan investment options that may best help you achieve your personal investment goals.

As described in greater detail below, matching company contributions, dividends on shares of Common Stock reinvested under the Oxy Stock Fund and the portion of your deferral contributions (including pre-tax, after-tax and catch-up) (“*Active Participant Contributions*”) as directed by you (subject to certain limitations specified in the Plan), will be invested in the Oxy Stock Fund. Participants may invest up to 30% of future Active Participant Contributions in the Oxy Stock Fund, but no new rollover contributions may be invested in the Oxy Stock Fund. Common Stock held in the Oxy Stock Fund may be purchased on the open market or directly from the Company or any other individual. Currently, all shares are purchased from the Company. To meet liquidity requirements, the Trustee holds 1-3% of the Oxy Stock Fund in the BNY Mellon EB Temporary Investment Fund, a collective trust fund that is invested in short-term investment instruments.

There are no fees, commissions or other charges applicable to a purchase of Common Stock under the Plan.

Employee Contributions

You may make Active Participant Contributions to the Plan in one-tenth percent increments, subject to a one percent minimum contribution percentage. Your combined pre-tax and after-tax contribution percentage may not exceed the maximum contribution percentage as mandated by the Internal Revenue Service (“*IRS*”).

You may change your fund investment election for your Active Participant Contributions at any time at OxyLink Online. Your election must be in one-percent increments and total 100 percent. You may invest up to 30 percent of your future Active Participant Contributions (not including rollover contributions) in the Oxy Stock Fund. Your new election will take effect on the first available pay period after making the change at OxyLink Online. A written confirmation of your election will be mailed to you within a few days. Elections are processed daily and are effective as of the first available pay period.

You may transfer up to a total of 30 percent of your existing Plan balance (including amounts in both the Oxy Stock Fund and the California Resources Corporation Stock Fund) into the Oxy Stock Fund. If you request a fund transfer by 1 P.M. Central Time, your transfer will be processed and valued at that same day’s closing trading prices, assuming your request is made on a day on which the New York Stock Exchange is open for trading (a “Trading

Day”). If you request a fund transfer after 1 P.M. Central Time or on a non-Trading Day, your transfer will be processed and valued at the end of the next available Trading Day. If you make more than one fund transfer in a transfer period (after 1 P.M. Central Time until 1 P.M. Central Time on the next available Trading Day), only the final fund transfer you made during that period will be processed.

Matching Company Contributions

Your matching company contributions are deposited with the Trustee and credited to the Plan as reasonably practicable after the payroll payment date. All Matching Company Contributions are invested in the Oxy Stock Fund regardless of the investment choices you elect for your Active Participant Contributions. You may elect to transfer up to 100 percent of your matching company contributions and ESOP dividend contributions invested in the Oxy Stock Fund to other Investment Funds at any time in accordance with the Plan.

Dividends

You may elect to have your Oxy Stock Fund dividends immediately paid to you in a quarterly taxable cash payment. If you do not elect this option, dividends will continue to be reinvested under the Oxy Stock Fund and will be tax deferred (“*ESOP Dividend Contributions*”). If you elect the pass-through dividend payment option, the payments you receive are:

- Taxable to you as ordinary income in the year you receive them and will be reported to you and the IRS on Form 1099-R. 1099-R income recipients may not file tax returns using Form 1040EZ.
- Not eligible to be rolled over to an individual retirement account (“*IRA*”) or another qualified plan.
- Not subject to federal or state withholding tax when payment is made, but you may be responsible for taxes owed when you file your personal tax return.

You can elect or revoke the pass-through dividend payment option at any time on OxyLink Online under Employee Self Service > My PSA / PRA > Investments > Dividend Election.

Additional Rights

Your balance under the Oxy Stock Fund makes you a part-owner of the Company. As a stockholder under the Plan, you are entitled to full voting rights for your pro rata portion of shares held by your investment in the Oxy Stock Fund. Prior to any meeting of the Company’s stockholders, the Trustee will provide you with the information provided to stockholders and a form to instruct the Trustee how to vote. If the Trustee does not receive your instructions, the Trustee will vote the pro rata portion of your shares held under the Plan trust in accordance with instructions from the Committee. Your voting instructions are held in confidence and may not be divulged to the Company or any affiliate.

You are also entitled to tender rights for your pro rata portion of shares held in the Oxy Stock Fund. In the event of a tender or exchange offer for shares of Company stock held by the Trustee in the Oxy Stock Fund, the Trustee will provide you with the information it has regarding the tender offer and how you may direct the Trustee, in writing, to tender or not to tender some or all of your pro rata portion of shares in the Oxy Stock Fund. If the Plan Trustee does not receive direction from you, none of your pro rata portion of shares will be tendered. Your individual tender instructions are held in confidence. Only the total number of shares tendered on behalf of the Oxy Stock Fund will be disclosed.

APPLICATION OF SECTION 16(b) OF THE EXCHANGE ACT

Section 16(b) of the Securities Exchange Act of 1934 (the “*Exchange Act*”) imposes liability on officers and directors of the Company and beneficial owners of 10% or more of a class of equity securities of the Company with respect to any profit realized on a purchase and sale, or sale and purchase, of any equity security (including derivative

securities such as stock options) of the Company within a period of less than six months. The liability is owed to the Company and may be enforced by the Company and any Company stockholder suing derivatively for the Company's benefit. *You should consult with the Company or legal counsel before determining for yourself whether a transaction you are considering is exempt from short-swing liability or whether the Plan has in fact been administered in compliance with Rule 16b-3.*

OTHER RESTRICTIONS ON RESALE

Generally, Participants who are not "affiliates" of the Company as defined in Rule 405 of the Securities Act of 1933, as amended (the "*Securities Act*") may sell or transfer shares of Common Stock, if any, distributed to them in accordance with the terms of the Plan through the New York Stock Exchange ("NYSE") at prices prevailing at the time of sale, with such Participants paying brokerage commissions and applicable transfer taxes, or in negotiated transactions or otherwise. The Company has not filed a registration statement, and no prospectus is available, with respect to reoffers or resales of securities distributed in accordance with the terms of the Plan to persons deemed to be affiliates of the Company. Subject to the limitations of section 16(b) of the Exchange Act, shares of Common Stock acquired by an affiliate of the Company, such as an executive, an officer or director, pursuant to the Plan may be sold by such affiliate only in accordance with the provisions of Rule 144 under the Securities Act, pursuant to an effective registration statement under the Securities Act, or in transactions that are exempt from registration under the Securities Act. Under Rule 144, an officer or director may sell Common Stock if the sale meets certain conditions. In general, under Rule 144 an officer or director may sell within any three-month period a number of shares that does not exceed the greater of 1% of the total number of outstanding shares of Common Stock or the average weekly trading volume of the Common Stock reported during the four calendar weeks immediately preceding the sale. In addition to other conditions, the shares of Common Stock must also be sold in unsolicited "brokers' transactions" within the meaning of Rule 144 and section 4(4) of the Securities Act, directly with a "market maker" within the meaning of Rule 144 and section 3(a)(38) of the Exchange Act, or in "riskless principal transactions" within the meaning of Rule 144 and in certain circumstances the seller must file a notice of sale with the SEC. *You should consult with the Company or legal counsel before determining for yourself whether a transaction you are considering complies with the conditions specified in Rule 144 or otherwise satisfies an exemption under the Securities Act.*

TAX EFFECTS OF PLAN PARTICIPATION

The Plan is intended to meet the requirements of Sections 401(a) and 401(k) of the Code. Based upon existing provisions of the Internal Revenue Code and the regulations promulgated thereunder, the United States federal income tax consequences to you and the Company generally are summarized below.

Please note that the following description is intended to summarize the principal federal income tax consequences generally applicable to you. The description does not describe state or local income tax consequences for any participant. Because of the complexity and highly technical requirements of the tax law, general descriptions of the federal income tax law cannot cover all cases and cannot describe in detail all of the special rules contained in the law. *If you have specific questions concerning tax consequences, you should consult a tax advisor with reference to your individual tax situation and potential changes in the applicable law.*

Plan Contributions

You generally will not be subject to federal income taxation on your pre-tax contributions, catch-up contributions, or matching contributions at the time the contributions are made; however, such contributions made to the Plan on your behalf are subject to Social Security and Medicare taxes at the time they otherwise would have been paid to you. These amounts are usually taxable when they are withdrawn or distributed to you or your beneficiary.

After-tax contributions are subject to federal income taxation at the time they are made to the Plan. After-tax contributions included in a distribution are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is included in the payment, so you cannot take a payment of only after-tax contributions. However, if you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to

determine whether the after-tax contributions are included in a payment. In addition, special rules apply when you do a rollover, as described below.

Direct Payment

If payment of an eligible rollover distribution from the Plan is made directly to you, it is subject to income tax withholding. The payment is taxed in the year you receive it unless within 60 days you roll it over to an IRA or another plan that accepts rollovers.

Rollover

To avoid immediate taxation, you can roll over payment to an IRA or an employer plan that will accept the rollover either through a direct rollover or a 60-day rollover. If your rollover includes after-tax contributions, special requirements apply.

You may roll over to an IRA a payment that includes after-tax contributions in either a direct or 60-day rollover; however, you must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a 60-day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals \$12,000, of which \$2,000 is after-tax contributions. In this case, if you roll over \$10,000 to an IRA in a 60-day rollover, no amount is taxable because the \$2,000 amount not rolled over is treated as being after-tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

Reporting of Taxes

Mandatory Withholding. The Plan is required by law to withhold 20% of your eligible rollover distribution that is not directly rolled over and send that amount to the IRS as income tax withholding.

Voluntary Withholding. If any portion of your payment from the Plan is not an eligible rollover distribution, but is taxable, the mandatory withholding rules described above do not apply. In this case, you may elect whether or not to have withholding apply to that portion. If you do not make an election, the Plan will withhold 10% of this portion of your payment and send it to the IRS as income tax withholding.

Additional 10% Tax. If you receive a payment before you reach age 59½ and you do not roll it over, then, in addition to regular income tax, you may have to pay an extra tax equal to 10% of the taxable portion of the payment. The additional 10% tax does not apply to the payment if it is (1) paid because you separated from service during or after the year you reach age 55, (2) paid because you retire due to disability, (3) paid to you in equal (or almost equal) payments over your life or life expectancy (or your and your beneficiary's lives or life expectancies), (4) used to pay certain medical expenses, (5) paid after death, (6) ESOP dividends, (7) a corrective distributions of contributions that exceed tax law limitations, (8) paid directly to the government to satisfy a federal tax levy, (9) paid to an alternate payee under a qualified domestic relations order or (10) payment while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days. See IRS Form 5329 for more information on the additional 10% tax.

Special Tax Treatment

If an eligible rollover distribution is not rolled over, it will be taxed in the year you receive it. However, if it qualifies as a "lump-sum distribution," it may be eligible for special tax treatment. A lump-sum distribution is a payment, within one year, of your entire balance under the Plan (and certain other similar plans of the Company) that is payable because you reach age 59½ or separate from service. For a payment to qualify as a lump-sum distribution,

you must have been a participant in the Plan for at least five years. The special tax treatment for lump-sum distributions is described below:

- *Ten-Year Averaging.* If you receive a lump-sum distribution and you were born before January 2, 1936, you can make a one-time election to figure the tax on the payment by using “10-year averaging” (using 1986 tax rates). Ten-year averaging often reduces the tax owed.
- *Capital Gain Treatment.* If you receive a lump-sum distribution and you were born before January 2, 1936, and you were a participant in the Plan before 1974, you may elect to have the part of your payment that is attributable to your pre-1974 participation in the Plan taxed as long-term capital gain at a rate of 20%.

There are other limits on the special tax treatment for lump-sum distributions. For example, you generally can elect this special tax treatment only once in your lifetime, and the election applies to all lump-sum distributions received in that same year.

Company Stock

There are special rules regarding the treatment of “net unrealized appreciation” for payments from the Plan that include Company Stock. “Net unrealized appreciation” generally is the increase in the value of the Company Stock while it was held by the Plan.

- *Lump-Sum Distributions.* If your Plan distribution qualifies as a lump-sum distribution, as described above, except that you do not have to have been a participant in the Plan for at least five years, there will be excluded from gross income the net unrealized appreciation attributable to that part of the distribution that includes Company Stock. You may instead elect not to have this special rule apply to the net unrealized appreciation. In this case, your net unrealized appreciation will be taxed in the year you receive the Company Stock, unless you roll the stock over to an IRA or another tax-qualified employer plan.
- *Employee Contributions.* For the purpose of computing gross income, the amount actually distributed to you from the Plan will not include any net unrealized appreciation in Company Stock attributable to amounts contributed by you (other than certain types of deductible employee contributions).

If you receive Company Stock in a distribution that may be rolled over, no amount will be withheld from the payment. If you receive cash or property other than Company Stock in a payment that can be rolled over, the 20% withholding amount will be based on the entire taxable amount paid to you (including the value of the Company Stock determined by excluding the net unrealized appreciation). However, the amount withheld will be limited to the cash or property (excluding Company Stock) paid to you.

If you receive Company Stock in a distribution that qualifies as a lump-sum distribution, the special tax treatment for lump-sum distributions described above (such as 10-year averaging) also may apply.

Tax Upon Sale of Company Stock

In addition to the federal income tax paid in the year of distribution, you will recognize capital gain (or loss) in the year in which you sell any Company Stock distributed from the Plan. The amount of your gain or loss will be equal to the difference between the amount realized and your basis in the Company Stock.

Your basis generally will be the amount subject to income tax in the year of distribution (i.e., the value of the Company Stock at the time of distribution less net unrealized appreciation of shares) plus the amount of taxable contributions attributable to the Company Stock.

Gain upon the sale of the Company Stock will be long-term capital gain to the extent of net unrealized appreciation, regardless of how long you hold the Company Stock. The additional gain that is in excess of net unrealized appreciation will be long-term capital gain if the stock is held for more than one year following distribution from the Plan. Otherwise, the additional gain will be short-term capital gain.

Other Tax Consequences of Plan Participation

The state and local income tax consequences of participating in the Plan will depend on applicable state and local income tax laws. United States federal estate and gift taxes may also apply in individual cases. In addition, participation in the Plan may have tax consequences under various foreign laws which may be applicable to certain participants. Since these laws vary, you should consult your personal tax advisor regarding the application of these laws to participation in the Plan.

Tax Impact to the Company

The Company and each affiliate who participates in the Plan will be entitled to a tax deduction for amounts that they contribute to the Plan, subject to limitations contained in the Code.

INVESTMENT OF AND INFORMATION ABOUT YOUR ACCOUNT

Investment of Plan Account

You have the right to direct the investment of all your Plan accounts amount the Investment Funds. Additionally, you have the right to elect the percentage of your own contributions or contributions made on your behalf by the Company which are to be deposited in each available Investment Fund. Such election will be in effect until modified. Elections will be limited to multiples of one percent (or such other reasonable increments as determined by the Committee). If no investment direction is received from you (or you make an invalid investment election), the amounts credited to your accounts will be invested in the Diversified Balance Fund. The Diversified Balance Fund is intended to be a “qualified default investment alternative” under ERISA Section 404(c) and 514(e) and was selected by the Investment Committee in its sole and absolute discretion. The amounts invested in the Diversified Balance Fund will remain there until you elect to reinvest such amounts in one or more other investment options under the Plan. For more information about the Diversified Balance Fund you should refer to the Plan’s Fund Descriptions summary or the Plan’s QDIA Notice.

Investment Choices under the Plan

You choose how the amounts in your Plan accounts are invested by selecting from the Investment Funds offered under the Plan, which includes the Oxy Stock Fund that is primarily invested in shares of Company stock. The Investment Funds are further described in the Plan’s Fund Descriptions summary. You will receive an updated Fund Description summary from time to time that will provide updated fund investment performance information and information for any new investment funds available under the Plan.

All Investment Funds (except the Oxy Stock Fund and the CRC Stock Fund) are selected by the Investment Committee. Any current Investment Fund may be discontinued and new investment funds may be added from time to time by the Investment Committee. Only the Board, in its settlor function, may amend the Plan to terminate, remove or otherwise modify the Oxy Stock Fund. The Investment Funds are valued reach day that the New York Stock Exchange is open based on the closing value of the funds for that day. Regarding investments in the Oxy Stock Fund, participants actually own a percentage of that fund, which includes shares of Company stock and cash, rather than specific shares of Company stock. The closing price per unit of the Oxy Stock Fund will not be the same as the closing price per share of the Company’s common stock reported for a particular trading day.

Your participation in the Plan is voluntary. The Plan is an ERISA Section 404(c) Plan. As a result, you are solely responsible for the selection of your investment options. None of the Company, the Committee, the Investment Committee or the Trustee, or any of their respective directors, officers or employees, is empowered to advise you as to the manner in which investment should be made, nor are they responsible for any investment decisions that you make. The fact that an Investment Fund is available under the Plan must not be construed as a recommendation that you invest in that Investment Fund. This is equally true for funds that invest in Company stock (such as the Oxy Stock Fund) as it is for other investment alternatives available under the Plan that do not invest in Company stock. Neither the Company, the Committee, the Investment Committee nor the Trustee guarantees that the Trust will not incur losses

or depreciation, nor will the Company, the Committee, the Investment Committee or the Trustee make up any such losses or depreciation (or share in any gains or appreciation).

You may wish to consult with an investment counselor before making your selections. The Plan's investment options are intended to provide you with a broad range of investment choices that will allow you to determine the appropriate risk and return levels for you based upon your particular situation. Some of the Investment Funds may involve greater risk to your Plan account in exchange for the chance to earn a greater return on your money. For example, the Oxy Stock Fund has the most investment risk and volatility of all the Investment Funds. You should refer to the Plan's Fund Description summary for the description of the investment objectives, risk and return of the Investment Funds, along with each fund's historical investment results.

It is important for you to understand that past performance of any fund is not a guarantee that the Investment Fund will continue to perform at the same level or offer the same yield in the future. You should understand that all Investment Funds involve some risk of loss or decline in the principal amount invested. How you choose to invest your account is an important decision which you should consider carefully.

ERISA Section 404(c)

Because you make the investment choices, the Committee and the Investment Committee can not be responsible for any losses resulting from your investment elections. It is intended that the Plan meet the requirements of Section 404(c) of ERISA, and the regulations thereunder, which relieves the Plan fiduciaries for any losses that are the direct and necessary result of the investment instructions given by you or your beneficiaries.

Investment Risk

As noted previously, because the Plan is designed to comply with Section 404(c) of ERISA, as a participant in the Plan, you assume all investment risks associated with the investments held for your account by the Trustee including the risk if a decreases in market value. Nothing in the Plan will be construed as an indemnity to you against any risk, or a guarantee by the Company, its affiliates or subsidiaries, including the Company, the Committee, the Investment Committee or the Trustee of the value of any investment made in accordance with Plan provisions.

Investment risk can be increased if you do not adequately diversify your investments. Holding a significant portion of your portfolio in a single fund or in the securities of one entity (such as Company stock through the Oxy Stock Fund) may subject you to an undesirable level of risk. You are encouraged to seek the advice of your personal investment advisor to assist you in developing a well-balanced and diversified investment portfolio.

In particular, investment in Company stock through the Oxy Stock Fund involve a significant degree of risk. This investment option may subject a participant to more risk than other available investment alternatives due to the lack of diversification of the investments held in that fund, as well as other risks associated with investing in Company stock, including those risks described in the Company Annual Report on Form 10-K and other documents incorporated by reference into this Prospectus. The value of an investment in the Oxy Stock Fund will vary depending on a number of factors, including:

- Fluctuations in the market value of Company stock;
- The amount and timing of contributions to the Plan on behalf of participants, transfers to or from the Oxy Stock Fund and investments made by the Oxy Stock Fund;
- The amount and timing of contributions to or transfers or withdrawals from your individual account; and
- The impact of the Oxy Stock Fund's cash position.

None of the Company, its affiliates or subsidiaries, the Committee, the Investment Committee or the Trustee makes any recommendation to you as to whether to invest in Company stock through the Oxy Stock Fund.

The Committee and the Trustee have the authority to impose “blackout periods” when necessary from time to time for certain administrative or other reasons. Generally, you will be provided notice of a blackout period at least 30 days in advance of the start of the period. During a blackout period you will be prohibited from trading some or all of your investment funds. Any blackout period may have an adverse effect on your account balance to the extent that you will not be able to respond to any changes in market prices of your funds that are subject to the blackout period. Participants will be notified prior to the start of any blackout period.

Account Valuation

Your Plan account is valued on a daily basis. Investment earnings and losses will be posted to your account daily. Valuations for distributions will occur when they are processed.

Account Statement and Information

You will receive a statement of your account at least annually. The statement will show the opening balances from the prior statement, contributions made to your account, how the performance (profit or loss) of each Investment Fund has affected your account, loans, withdrawals and other activity and a closing balance. You can also obtain current information at any time about your Plan account balance by calling contact OxyLink at 800-699-6903 (or 918-610-1990 from outside the U.S. or Canada) during normal business hours (Monday – Friday, 8:30 A.M. – 5:00 P.M. Central Time) or online at oxylink.oxy.com.

Alternative Investment Options

The following table illustrates the performance of the Investment Funds currently available to participants for 2012, 2013, 2014 and 2015:

Investment Fund	Year by Year Investment Returns as of December 31			
	2012	2013	2014	2015
(a) Stable Value	2.54%	2.04%	1.86%	2.15%
(b) Small Cap Value	22.86%	41.35%	9.25%	-1.47%
(c) S&P 500	16.00%	32.37%	13.68%	1.39%
(d) Large Cap Growth II	15.69%	32.62%	11.89%	0.32%
(e) Oxy Stock	-15.76%	27.11%	-12.10%	-12.07%
(f) Mid Cap Index	16.01%	35.20%	13.79%	-1.30%
(g) Large Cap Growth I	17.88%	34.15%	9.56%	6.49%
(h) Diversified Balanced	18.32%	28.37%	8.87%	-2.87%
(i) International Equity	24.52%	24.17%	-6.22%	-2.97%
(j) Large Cap Value	12.35%	24.67%	9.35%	-0.15%
(k) Bond	10.39%	-1.93%	4.69%	0.70%
(l) REIT	17.74%	2.48%	30.27%	2.45%
(m) High Yield Bond	14.60%	5.75%	3.32%	-1.92%
(n) Global Conver. Bond	13.01%	21.58%	5.39%	3.02%
(o) Inflation Protect.	6.87%	-8.83%	4.07%	-1.67%
(p) California Resour.	---	---	-29.66%	-55.79%
(q) Large-Mid Cap Val.	---	---	---	-4.67%

For additional information on the Plan's Investment Funds, including the Oxy Stock Fund, or to obtain a copy of the current version of the Plan's Fund Descriptions summary, you may (i) call OxyLink at 800-699-6903 (or 918-610-1990 from outside the U.S. or Canada) during normal business hours (Monday – Friday, 8:30 A.M. – 5:00 P.M. Central Time) or you may obtain a copy online from the Company website at oxylink.oxy.com or OxyNet.oxy.com > My HR > Savings.

Upon request, the Company will provide you with information regarding each of the Investment Funds, including the historical performance of each such Investment Fund and further information regarding each such Investment Fund's investment strategy and portfolio of securities. No assurance can be given that similar results will be achieved by the various Investment Funds in the future. Since changes in the market value of the underlying securities and interest and dividend income, among other things, cause the rates of return and therefore the value of your account constantly to vary, no past period is necessarily indicative of future performance.

WITHDRAWAL FROM THE PLAN; ASSIGNMENT OF INTEREST

Distributions Generally

Distributions from your account are subject to the Plan's terms and limitations (as outlined below and contained in the Plan document) and limitations imposed by the IRS. Distributions from your account may be made while you are still employed by the Company or an affiliate of the Company (an "*In-Service Withdrawal*"), upon your separation from service, or upon your death.

Note, however, that pre-tax amounts that you contribute or are contributed on your behalf may not be distributed earlier than upon one of the following events:

- Your retirement, death, Disability, or separation from service;
- The termination of the Plan without the establishment of another defined contribution plan (other than an employee stock ownership plan within the meaning of Code section 4975(e)(7)), provided that distributions made under this paragraph may be made only in the form of a single lump sum that complies with Code section 401(k)(10)(B); or
- Your attainment of age 59½.

In-Service Withdrawals

If you are an active Participant or inactive Participant, you may withdraw, prior to your separation from service, in the following order, any amount, up to 100 percent of the sum of your:

- After tax account, if any;
- Rollover account, if any;
- Pre-tax account, but only if you have attained age 59½; and
- Matching account, on a pro rata basis; provided that in-service withdrawals from the matching account will be permitted only if you have completed at least three years of service with the Company.

No withdrawal may be requested in any processing period in which a Plan loan, is being processed. Furthermore, no withdrawal request may be processed more often than once in any six month period beginning with the date that your most recent withdrawal request was processed.

Application for a withdrawal shall be made on such forms as the Committee prescribes and shall be effective as of the end of the processing period in which such application is received and approved by the Committee. The Committee shall direct the Trustee, in such cases, to pay your withdrawal amount in a single sum.

Withdrawals shall be paid first out of the net cumulative pre-1987 contributions from your after-tax account. Withdrawals shall then be paid out of the net cumulative post-1986 contributions, together with earnings thereon, on a pro rata basis, from your after-tax account. Additional amounts shall be withdrawn, if needed, from earnings on pre-1987 contributions from your after-tax account, then from your rollover account, if any, then from your pre-tax account, if permissible, and then from your matching account, to the extent permissible. The amount withdrawn shall be taken from such Investment Funds in which the subaccount is invested on a pro rata basis.

A withdrawal from your account balances invested in Common Stock shall be in the form of full shares of Common Stock and cash representing any fractional share, except that cash shall be paid in lieu of full shares of Common Stock if you specified in the written request for withdrawal that the withdrawal be in the form of cash. A withdrawal from account balances invested in assets other than Common Stock shall be paid in cash. Notwithstanding the foregoing, a withdrawal consisting of pre-1987 contributions from your after tax account only shall be in the form of cash.

Except as provided below, if you withdraw any amount from your matching account, you (except if you have attained age 59½ at the time the withdrawal is requested and you withdraw the entire balance in your account), shall not be permitted to make any Active Participant Contributions, or receive matching contributions for a period of six calendar months after the withdrawal is processed. The preceding sentence shall be inapplicable in the case of a withdrawal effected by any of your creditors pursuant to an insolvency proceeding initiated under federal or state law or pursuant to any tax levy. In addition, notwithstanding the foregoing and effective January 1, 2013, if you have attained age 59½ and you withdraw less than the entire balance in your account, you shall not be suspended from making Active Participant Contributions, or receiving matching contributions, but shall not be permitted to make another withdrawal for six months beginning with the date that your most recent withdrawal request was processed.

Benefits Upon Separation From Service

If you incur a separation from service for any reason other than death, you may elect to receive a distribution of your account, in a payment form specified by the Plan. If you fail to elect a distribution of benefits upon your separation from service you shall be deemed to have elected to defer the commencement of benefits.

Unless you choose to defer the commencement of benefits, either affirmatively or by failing to make a distribution election, and subject to the IRS rules regarding required minimum distributions, distribution of your benefits when you incur a separation from service will begin not later than the 60th day after the close of the Plan Year in which occurs the later of:

- Your separation from service; or
- Your 65th birthday.

If for any reason the amount which is required to be paid cannot be ascertained on the date payment would be due, payment or payments will be made not later than 60 days after the earliest date on which the amount of such payment is ascertained.

Payment Rules

All distributions from the Plan shall be valued as provided in the Plan and paid in cash or Common Stock as provided by the Plan's payment rules. The automatic form of benefit payment if you incur a separation from service and have not elected a form of distribution of your account is a single lump sum.

If you incur a separation from service for any reason other than death, you may elect to have your Account distributed to you under one of the following distribution options, in lieu of the automatic lump sum, as selected by you in the manner prescribed and approved by the Committee:

- *Partial Cash Distribution.* You may request one partial cash distribution in any six month period. If you receive a partial cash distribution, you must wait until the next processing period before you may request a subsequent lump sum payment or total distribution. Under this option, Investment Fund balances will automatically be depleted on a pro rata basis in the following account depletion sequence:
 - (A) After-tax account;
 - (B) Rollover account;
 - (C) Pre-tax account; and
 - (D) Matching account and ESOP Dividend account on a pro rata basis.

Remaining balances in each account will continue to participate in Investment Fund earnings until valued for distributions.

- *Special Distribution.* This distribution option requires a two-step process. In the first step, the portion of your account, which is an eligible rollover distribution and which is invested in Investment Funds other than the Oxy Stock Fund, is distributed as a direct rollover, as directed by you. In the second step, the Oxy Stock Fund balance from your account is distributed to you as shares of Common Stock along with a cash distribution of any remaining portion of your account.
- *Total Deferral.* Defers distribution of your account, but not beyond the end of the year in which you attain age 70½. Subject to any applicable required minimum distributions, you may revoke your deferral election at any time by submitting another distribution request.

Generally, if you are receiving a distribution in the form of a single lump sum payment, the value of the account attributable to investments other than Common Stock shall be paid in cash and the value of the account attributable to Common Stock shall be distributed in full shares of Common Stock plus cash representing the value of any fractional share. However, by written notice to the Committee, you may:

- Elect to receive cash in lieu of and equal to the value of the Common Stock that would otherwise be distributed under the general rule; or
- Elect to receive all or a portion of your account in the form of whole shares of Common Stock, plus cash for any fractional share. Any such election shall be implemented in accordance with procedures established by the Committee by transferring the investment of such account or portion thereof, as applicable.

If in the event and to the extent that as of the date of distribution of Common Stock, the Common Stock is not readily tradable on an established securities market or is subject to a trading limitation, you shall have the option to sell (the “put option”) such Common Stock, in whole or in part, to the Company. The put option shall be granted in accordance with Code section 409(h) and all applicable Treasury Regulations. Specifically, the put option shall provide that for a period of at least 60 days following the date of distribution of the Common Stock and, if not exercised within such period of 60 days, during the first 60 days in the following Plan Year, you shall have the right to have the Company purchase such shares at their fair market value, determined in accordance with Treasury Regulations section 54.4975-11(d)(5), as of the Valuation Date coincident with or immediately preceding the date of exercise of such put option. The put option may be exercised by notifying the Company in writing that the option is being exercised.

Once the put option is exercised, the fair market value of such shares shall be paid in a lump sum as soon as practicable. However, the Company reserves the right to adopt a different payment schedule at any time, but such payment schedule shall not be longer than in annual installments over a period of five years, with interest on the deferred balance at a reasonable rate as determined by the Committee; provided that any purchase of stock having a value of \$1,000 or less shall be paid for in a lump sum.

Death Benefits

If you die after distribution of your account has commenced, the remaining portion of your benefit, if any, will continue to be distributed at least as rapidly as under the method of distribution in effect prior to your death.

If you die before benefit payments begin, the balance of your Account will generally be distributed to your Beneficiary as soon as practicable after your death. However, if your Beneficiary is your Spouse, he or she may elect, before any benefit payments begin, in accordance with procedures established by the Committee, to defer receipt of payment of your Account, but not beyond December 31 of the year which includes the date you would have attained age 70½. Benefit payments will be made as follows:

- If your Beneficiary is your trust or estate, the distribution shall be paid in a single lump sum payment;
- If your Beneficiary is other than your Spouse and unless you elect otherwise, the distribution shall be paid in a single lump sum; and
- If the Beneficiary is your Spouse, then in addition to the payment form described above, your Spouse may elect, in accordance with procedures established by the Committee, to have the distribution paid in the form of a partial cash distribution.

Required Minimum Distributions

Your entire Account will be distributed, or a minimum amount will begin to be distributed, to you no later than the Required Beginning Date as determined under the Plan and the rules of Code section 401(a)(9) and the Treasury Regulations issued thereunder.

FORFEITURES AND PENALTIES

Any portion of your account that is not under the provisions of the Plan shall be forfeited upon the first to occur of the following forfeitable events:

- You elect, to commence or receive a distribution of the value of your account on account of a separation from service. For this purpose, if the percentage of your vested account is zero, you will be deemed to have elected such a distribution and the nonvested portion of your account will be immediately forfeited.
- You incur five consecutive breaks in service. For this purpose, a break in service is a period of 12 months in which you are absent from service, except that if the absence is due to a maternity or paternity reason as described in the Plan, the period between the first and second anniversaries of such absence shall be neither a period of service nor a period of severance.

If you resume employment as an Eligible Employee after having forfeited your nonvested account, then the cash value (determined at the time of forfeiture) of the amount forfeited shall be restored to your account. No buyback shall be required and the reinstatement will occur regardless of the length of your absence from service.

Certain early distributions from the Plan will be subject to an excise tax (see “Tax Effects of Plan Participation—Reporting of Taxes” for further details).

CHARGES AND DEDUCTIONS AND LIENS THEREFOR

Any person or entity servicing the Plan as a fiduciary, record-keeper or other non-discretionary service provider is entitled to payment of compensation and expense reimbursements out of the Plan assets if such amounts are not otherwise paid by the Company. Such compensation and expense reimbursements and any other fees and expenses incurred in the operation or administration of the Plan may be paid out of Plan assets if not prohibited by ERISA. Such other fees and expenses include, but are not limited to, trustee and custodial fees, check processing fees, fees and expenses for investment education or advice services, premiums on bonds required under ERISA and any other direct costs incurred by the Plan, to the extent that the payment of such amounts out of the Plan assets does not violate ERISA.

No benefit under the Plan will be subject to any legal process, levy, execution, attachment or garnishment for the payment of any claim against a Participant. The Plan will honor federal tax liens to the extent required by law.

AVAILABLE INFORMATION

The Company is subject to the information requirements of the Exchange Act and in accordance therewith files reports, proxy statements, and other information with the SEC, which can be read and copied at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. The SEC also maintains a website at www.sec.gov that contains reports, proxy statements and other information regarding issuers that file electronically with the SEC, including the Company.

This Prospectus constitutes a part of a Registration Statement on Form S-8 (File No. 333-207413) (the "**Registration Statement**") that the Company has filed with the SEC under the Securities Act with respect to shares of Common Stock that are reserved for issuance under the Plan. This Prospectus does not contain all the information set forth in the Registration Statement or incorporated by reference therein, certain parts of which are omitted in accordance with the rules and regulations of the SEC. For further information with respect to the Company and Common Stock, reference is made to the Registration Statement, the documents incorporated by reference therein and the exhibits thereto. Statements contained herein concerning the provisions of certain documents are not necessarily complete, and in each instance, reference is made to the copy of the document filed as an exhibit to the Registration Statement or otherwise filed with the SEC. Each such statement is qualified in its entirety by that reference.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents have been filed by the Company with the SEC pursuant to the Exchange Act and are incorporated by reference into this Prospectus, and will be deemed to be a part hereof:

- The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, filed on February 23, 2015;
- The Company's Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2015, June 30, 2015, and September 30, 2015 filed on May 6, 2015, August 4, 2015, and October 30, 2015 respectively;
- The Company's Current Reports on Form 8-K filed on January 29, 2015, May 6, 2015, May 7, 2015, June 12, 2015, June 23, 2015, July 30, 2015, October 14, 2015, October 28, 2015 and December 11, 2015 (excluding any information deemed furnished and not filed pursuant to Item 2.02 or Item 7.01 of such Current Report on Form 8-K); and
- The description of the Company's Common Stock contained in the Company's registration statement on Form 8-B dated June 26, 1986 (as amended by Form 8, dated December 22, 1986, Form 8, dated February 3, 1988, Form 8-B/A, dated July 12, 1993, Form 8-B/A, dated March 21, 1994, and Form 8-B/A, dated November 2, 1995, and including any amendment or report filed for the purpose of updating such description subsequent to the date of this Prospectus).

All documents filed by the Company with the SEC pursuant to section 13(a), 13(c), 14 or 15(d) of the Exchange Act (excluding any information deemed furnished and not filed pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K) subsequent to the date of this Prospectus and prior to the filing of a post-effective amendment to the Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Prospectus and to be a part hereof from the date of the filing of such documents.

Any statement contained in this Prospectus or any document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein or in any Prospectus Supplement modifies or supersedes such statement. Any statement so modified or superseded will not be deemed to constitute a part of this Prospectus, except as so modified or superseded.

The Company will provide without charge to each person to whom a copy of this Prospectus has been delivered, on the written or oral request of any person, a copy of any or all of the documents referred to above that have been or may be incorporated by reference into this Prospectus, other than exhibits to the documents (unless the exhibits are specifically incorporated by reference into the documents). Written or telephone request for the copies should be directed to the Corporate Secretary, Occidental Petroleum Corporation, 5 Greenway Plaza, Suite 110, Houston, Texas 77046 (telephone number: (713) 215-7000). This Prospectus can also be obtained online from the Company's website at oxylink.oxy.com or OxyNet.oxy.com > My HR > Savings.