In Reply Refer To: MS 5421
OCS-G 1691-B

Instrument:

Filed : May 11, 1993
Executed : April 30, 1993
Approved : September 28, 1993
Effective : May 1, 1993

Chevron Pipe Line Company
Assignor

Union Oil Company of California
Assignee

ACTION: ASSIGNMENT APPROVED

The approval of this assignment is restricted to record title interest only, and by virtue of this approval, the Assignee is subject to, and shall fully comply with, all applicable regulations now or to be issued under the Outer Continental Shelf Lands Act, as amended.

Assignor assigned unto Assignee all of Assignor's right, title and interest.

Record title interest is now held as follows:


Union Oil Company of California 100%

Chris C. Oynes
Acting Regional Director

cc: Assignor
Assignee
Case File
May 10, 1993

Minerals Management Service
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394
Attention: Mrs. LaNelle Boehm

SUBJECT: Right of Way Assignment
OCS-G 1691-B Ship Shoal Block 266

Dear Mrs. Boehm:

Enclosed please find enclosed three (3) fully executed originals of a Right of Way Assignment in which Assignor, Chevron Pipe Line Company, conveys unto Assignee, Union Oil Company of California, all its right, title and interest in and to Right of Way No. OCS-G 1691-B.

All parties have executed the Right of Way Assignment signifying their acceptance of the interests conveyed. We request your approval of the assignment in accordance with the rules and regulations governing the conveyance of interest and leases in Outer Continental Shelf Area.

Once the subject assignment has been approved by your office, we would appreciate your returning two (2) approved originals of the assignment, along with your decision providing for the approval of the assignment, to the attention of Mr. Anthony A. Wiltz, at the letterhead address.

We request that you make the effective date of the assignment May 1, 1993.

As required by your rules and regulations, please find Union's check # 009966 and check # 009980 to cover the $50.00 filing fees.

Should you have any questions or require additional information, please contact Mr. Anthony A. Wiltz at (318) 266-6808.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

By: Robert J. Sevin, Jr.
Attorney-in-Fact
RIGHT OF WAY ASSIGNMENT

THIS AGREEMENT, dated the 20th day of April 1993, by and between Chevron Pipe Line Company, a Delaware corporation, whose mailing address is P. O. Box 740339, New Orleans, Louisiana 70174 (hereinafter "ASSIGNOR") and Union Oil Company of California, a California corporation, whose mailing address is P. O. Box 51388, Lafayette, Louisiana 70505-1388 (hereinafter "ASSIGNEE");

WITNESSETH

That, for and in consideration of the mutual advantages and benefits accruing to the parties hereto and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed between the parties as follows:

1. ASSIGNOR does hereby transfer, assign, sell, bargain and convey to ASSIGNEE without warranty of any nature or kind, express or implied, all of ASSIGNOR's right, title and interest, if any, in and to the right of way described in Exhibit "A" hereto, subject to the terms and provisions of said right-of-way and this Assignment.

2. This Assignment is further made subject to all valid and subsisting restrictions, exceptions, reservations, liens, interests, instruments, rights-of-way, and other encumbrances, whether recorded or not.

3. This Assignment is subject to approval by the Minerals Management Service, United States Department of Interior, pursuant to 30 CFR § 250.163. The process of obtaining such approval may continue hereinafter.

4. The parties hereto acknowledge and agree that the rights flowing to and obligations incumbent upon ASSIGNOR hereunder by virtue of that certain Asset Sale Agreement of Ship Shoal 253 Field (Ship Shoal Block 266) dated April 1, 1993, are the same rights flowing to and obligations incumbent upon Chevron U.S.A. Inc., therein, to the extent that ASSIGNOR, herein, and not Chevron U.S.A. Inc., hereby conveys the Pipeline. Likewise, the parties hereto acknowledge and agree that the rights flowing to and obligations incumbent upon ASSIGNEE, herein, by virtue of that certain Asset Sale Agreement of Ship Shoal 253 Field (Ship Shoal Block 266) dated April 1, 1993, are the same rights flowing to and obligations incumbent upon Union Oil Company of California, therein, to the extent that the Pipeline is hereby conveyed to ASSIGNEE, herein.

5. ASSIGNOR and ASSIGNEE hereby agree to execute and deliver such other or further documents and instruments and to take such other or further actions after the date hereof as necessary to accomplish the transactions contemplated by this Assignment.

6. The terms and provisions hereof shall inure to and be binding upon the respective heirs, successor and assigns of ASSIGNOR and ASSIGNEE.

7. This Agreement is executed this 30th day of April 1993, but made effective the 1st day of May 1993.

ASSIGNOR: CHEVRON PIPE LINE COMPANY

By: D. E. Reult
Title: Attorney-in-Fact

ASSIGNEE: UNION OIL COMPANY OF CALIFORNIA

By: A. M. Szmukler
Title: Attorney-in-Fact

APPROVED

Chris C. Alger
Acting Regional Director
MAY 1993
Effective Date
ACCEPTANCE OF ASSIGNMENT

Union Oil Company of California, Assignee herein, expressly assumes and agrees to discharge all duties and obligations arising out of or imposed by and under each and all terms and provisions of said right-of-way.

WITNESSES:

[Signatures]

STATE OF LOUISIANA

PARISH OF ST. BERNARD

On this 29th day of April 1993, before me appeared D.E. Revette, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of CHEVRON PIPE LINE COMPANY, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinafore written.

Notary Public in and for the State of Louisiana

My Commission expires at death.

STATE OF Texas

COUNTY OF Harris

On this 29th day of April 1993, before me appeared Robert J. Sevin, Jr., to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Union Oil Company of California, a California corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinafore written.

Notary Public in and for State of Texas

My Commission expires 1-29-94
EXHIBIT "A"

The Right-of-Way described is conveyed to Assignee together with all present pipeline equipment and appurtenances located thereon.

<table>
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<tr>
<th>SEG. NO.</th>
<th>ROW NO.</th>
<th>CPL ROW NO.</th>
<th>GRANTOR/GRANTEE</th>
<th>DESCRIPTION</th>
<th>P/L LENGTH</th>
<th>SIZE</th>
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<tr>
<td>450</td>
<td>OCS-G 1691-B</td>
<td>R-2733</td>
<td>Chevron U.S.A. Inc./Chevron Pipe Line Company</td>
<td>Ship Shoal 266 &quot;A&quot; Structure to Ship Shoal 208 &quot;F&quot; Pump Platform</td>
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<td>16.25 Statute Miles</td>
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