

1 **ASSIGNMENT CONSENT AGREEMENT**

2 **7702**

3 THIS ASSIGNMENT CONSENT AGREEMENT is made and entered, in
4 triplicate, pursuant to a minute order adopted by the City Council of the City of Long
5 Beach at its meeting of August 15, 2006.

6 **PARTIES.** This Assignment Consent Agreement is entered into by and between
7 **BreitBurn Energy Company, LLC.,** ("Assignor") and **BreitBurn ^{Operating} Energy Partners, L.P.**
8 ("Assignee") and the **City of Long Beach, California,** a municipal corporation ("City").

9 **RECITALS.** This Assignment Consent Agreement is made with reference to the
10 following facts and objectives:

11 A. On September 6, 1962 the City and Alamos Land Company, as
12 lessors and J. A. Campbell and H. H. Herder, a copartnership, and J. A. Campbell, an
13 individual, collectively doing business as Herbell Oil Exploration Co., as lessee, entered
14 into that certain Recreation Park Oil and Gas Lease (the "Lease"), which Lease has
15 been amended at various times.

16 B. Assignor is the successor in interest to a portion of the interest of the
17 original Lessee, Herbell Oil Exploration Co.

18 C. Assignor desires to assign all of its right, title and interest in said
19 Lease to Assignee and Assignee desires to accept same.

20 D. City is willing to consent to the assignment on the terms and
21 conditions of the Consent to Assignment set forth herein to which both Assignor and
22 Assignee agree.

23 **NOW THEREFORE,** the parties hereto agree as follows:

24 1. **ASSIGNMENT.** For a good and valuable consideration, receipt of which is
25 hereby acknowledged, Assignor hereby assigns and transfers to Assignee, effective
26 October 10, 2006 all right title and interest in the Lease, which lease and
27 all amendments thereto are incorporated herein by reference as though set forth herein.

28 2. Neither this Assignment nor City's consent thereto shall relieve Assignor from

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1 any liabilities arising from or attributable to the activities by Assignor, its predecessors,
2 affiliates, wholly or partially owned entities, parents and assigns prior to the effective
3 date of this Assignment, notwithstanding anything to the contrary in any agreements
4 between Assignor and Assignee.

5 3. Assignor agrees to remain bound to and guarantees fully the performance by
6 Assignee of all of the terms, covenants and conditions of the Agreement for the
7 remaining term thereof, notwithstanding anything to the contrary in any agreements
8 between Assignor and Assignee.

9 4. Assignee accepts all of the rights, title, interest and obligations in and to the
10 Agreement and agrees and covenants to incur and be responsible for all of the duties
11 and obligations of Assignor thereunder, notwithstanding anything to the contrary in any
12 other agreements between Assignor and Assignee.

13 5. This Assignment shall be binding upon and shall inure to the benefit of the
14 parties and their successors and assigns; however, nothing in this consent shall be
15 interpreted to waive City's right to object to any future transfer or sale of any rights or
16 obligations in this Agreement.

17 6. This Assignment shall be governed by the laws of the State of California.

18 7. This Assignment shall be effective upon execution by City.

19 8. This Assignment may be executed in any number of counterparts, and each
20 executed counterpart shall have the same force and effect as an original instrument
21 and shall be construed as if all the parties to the aggregate counterparts had signed the
22 same instrument.

23 **IN WITNESS WHEREOF**, the parties have caused this Agreement to be
24 executed on the dates set forth opposite their signatures.

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Date: _____

Date: 6/14/07

Date: _____

Date: 6/11/07

Date: 6/11/07

Date: 6/11/07

BREITBURN ENERGY COMPANY, LLC

By: BreitBurn Energy Company L. P.,
its Successor-in-Interest

~~XXXX~~ _____

By:  *Ch*
Chris Williamson

Title: V. P. of Operations

"ASSIGNOR"

**OPERATING
BREITBURN ENERGY PARTNERS, L. P.**

By: BreitBurn Operating GP, LLC,
its General Partner

~~XXXX~~ _____

By:  *Ch*
Chris Williamson

Title: Vice President of Operations

"ASSIGNEE"

BREITBURN ENERGY COMPANY, LLC

By: BreitBurn Energy Company L. P.,
its Successor-in-Interest

 *Ch*

Bruce D. McFarland
Treasurer

"ASSIGNOR"

BREITBURN OPERATING, L. P.

By: BreitBurn Operating GP, LLC,
its General Partner

 *Ch*

Bruce D. McFarland
Treasurer

"ASSIGNEE"

CONSENT TO ASSIGNMENT



**Operating
Energy Partners,**

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BreitBurn Energy Company, LLC ("Assignor") and BreitBurn Energy Partners, L.P. ("Assignee") executed that certain Assignment Consent Agreement, effective 10/10/06 whereby Assignor assigned all of its right, title and interest in and to the RECREATION PARK OIL AND GAS LEASE with the City.

City hereby consents to said Assignment by Assignor to Assignee, subject to the conditions contained therein, and further conditions upon Assignee posting with the City any and all security instruments required under the Lease.

CITY OF LONG BEACH, a municipal corporation

Date: August 20, 2007

By: 
City Manager

The foregoing Assignment Consent Agreement is hereby approved as to form this 25th day of January, ²⁰⁰⁷~~2006~~.

ROBERT E. SHANNON, City Attorney

By: 
Deputy

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