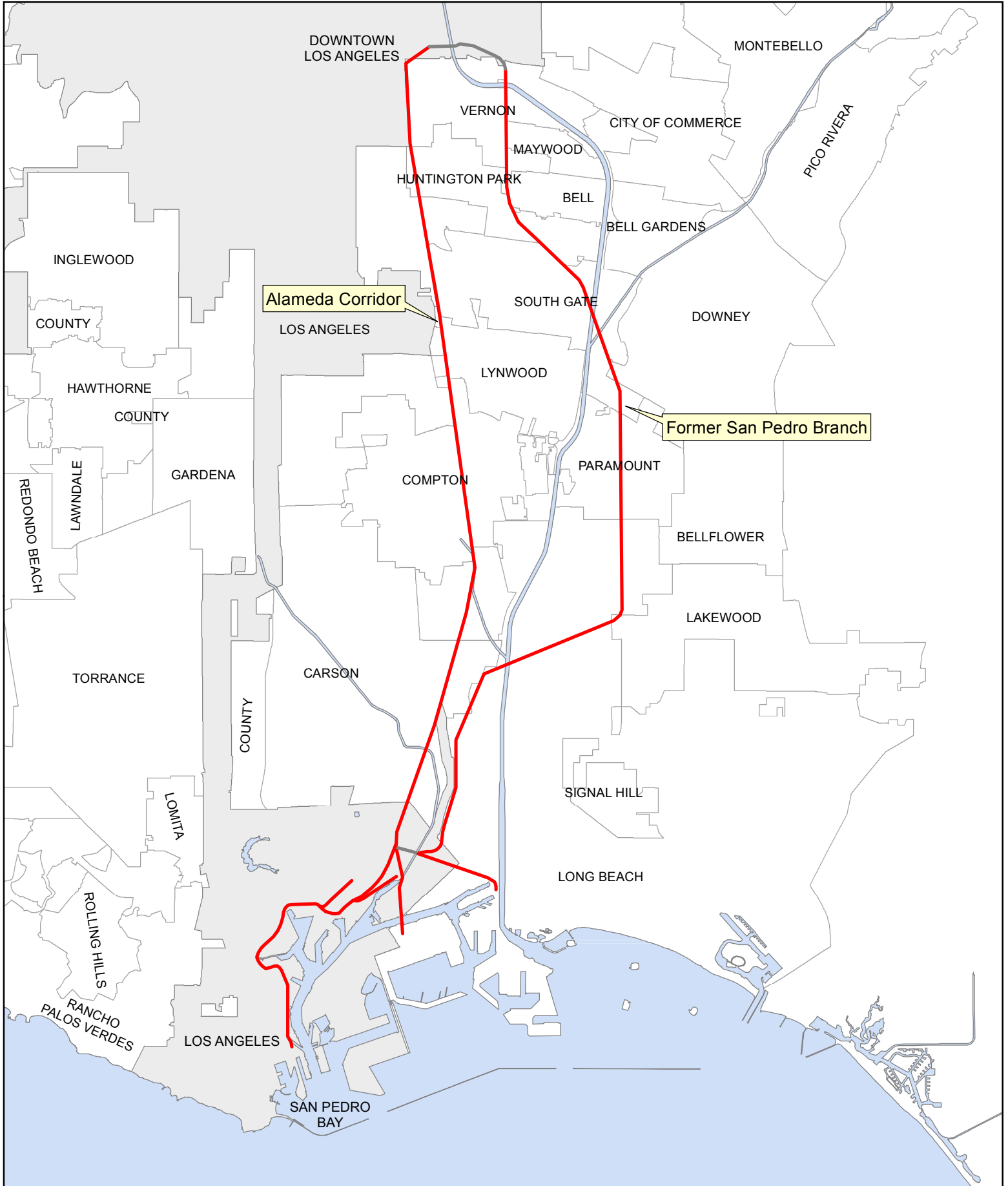
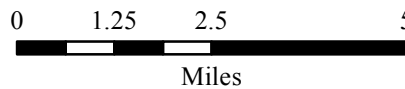


BP and ARCO Pipeline Crossings/Jointly Owned Property



Transmittal 1



Harbor Department
Planning & Economic Development
Map Produced 12/2014



JOINT REVOCABLE PERMIT NO. 10-02
ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION OF JOINT REVOCABLE PERMIT NO. 10-02 AND CONSENT THERETO ("Assignment") is entered into by and between BP WEST COAST PRODUCTS LLC, a Delaware limited liability company ("Assignor"), and TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company ("Assignee") and consent is granted thereto by the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board").

WHEREAS, the Boards of Harbor Commissioners of the City and the City of Long Beach ("Long Beach") entered into Joint Revocable Permit No. 10-02 ("Permit") dated April 1, 2010 with Assignor as Permittee;

WHEREAS, pursuant to Section 9 of the Permit, Assignor desires to assign all of its right, title and interest in the Permit to Assignee and Assignee desires to accept such assignment and assume all of the obligations of Assignor under the Permit;

WHEREAS, Assignee hereby accepts the assignment from Assignor and assumes and is bound by all of the terms and conditions of the Permit;

WHEREAS, Long Beach, acting by and through its Board of Harbor Commissioners, consented to this assignment as set forth herein pursuant to authority granted by the Board at its meeting of May 12, 2014. (Long Beach Harbor Dept. Doc. No. HD-14-272), the effective date of said Long Beach assignment to be the same effective date of City's consent as provided for herein;

Now, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereby agree as follows:

1. **Assignment.** Effective as of the Effective Date (as defined below), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Permit.
2. **Assumption.** Effective as of the Effective Date, Assignee hereby assumes all of the Assignor's rights and obligations under the Permit.
3. **Prorations.** Any rental and other payments under the Permit shall be prorated between the parties.
4. **Successors.** This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

6. **Further Assurances.** Assignor and Assignee each agree to execute and deliver to the other party, upon demand, such further documents, instruments and conveyances, and shall take such further actions, as are necessary or desirable to effectuate this Assignment.

7. **Effective Date.** This Assignment shall become effective and enforceable against the parties hereto when executed by the Executive Director on behalf of the City.

8. **Entire Agreement.** This Assignment constitutes the entire agreement of the parties with respect to the assignment of the Permit.

[Next page is signature page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date to the left of their signatures.

ASSIGNOR:

BP WEST COAST PRODUCTS LLC, a Delaware limited liability company

Dated: 10/21/2014

By: [Signature]
Name: STEPHEN C. LEE
Title: VICE PRESIDENT

ASSIGNEE:

TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company

Dated: 10-1-14

By: [Signature]
Name: Charles S. Parrish
Title: EVP and Secretary



CONSENT

Effective upon the date shown below, the City of Los Angeles, acting by and through its Board of Harbor Commissioners pursuant to Joint Revocable Permit 10-02, hereby consents to the foregoing Assignment and Assumption and confirms that the Permit remains in full force and effect.

THE CITY OF LOS ANGELES

Dated: _____

By: _____
Executive Director

Attest: _____
Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 11/5, 2014
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By [Signature]
Heather M. McCloskey, Deputy

STATE OF ILLINOIS

COUNTY OF DUPAGE

I hereby certify that, on October 21, 2014, Stephen C. Lee, a person who was known to me, appeared before me in person and acknowledged before me that he (1) held the title of Vice President of BP WEST COAST PRODUCTS, LLC, a Delaware limited liability company, (2) he executed and delivered the foregoing instrument on behalf of said limited liability company by proper authority, and (3) the execution and delivery of the foregoing was the free and voluntary act of said limited liability company for the purposes stated in such instruments.



A handwritten signature in blue ink, which appears to read "Dawn M. Schwab", written over a horizontal line.

Notary Public

Print Name: Dawn M. Schwab

[SEAL]

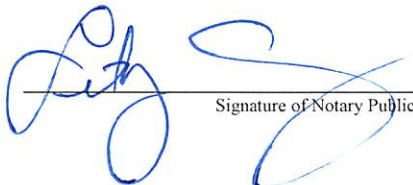
CERTIFICATE OF ACKNOWLEDGMENT

State of Texas)
) ss.
County of Bexar)

On October 1, 2014, before me, Lety Cruz, Notary Public, personally appeared Charles S. Parrish, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Place Notary seal above