



DEED OF ASSIGNMENT

This Deed of Assignment is made and entered into this 28<sup>th</sup> day of January 1993

by and between :

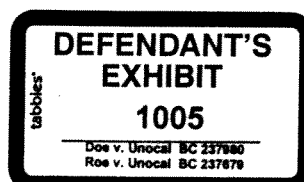
- TOTAL MYANMAR EXPLORATION AND PRODUCTION, (hereinafter referred to as "TOTAL"), a corporation duly organized and existing under the laws of the French Republic, having its registered office at Tour TOTAL, 24, Cours Michelet - 92800 PUTEAUX, FRANCE.

and

- UNOCAL MYANMAR OFFSHORE Co. Ltd., (hereinafter referred to as "UNOCAL"), a corporation duly organized and existing under the laws of Bermuda, having an office at 1201 West 5th Street, Los Angeles CA 90017 USA.

TOTAL and UNOCAL being hereinafter referred to individually as "Party" and collectively as "Parties",

*W*  
*sel*



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WITNESSETH

WHEREAS on July 9th 1992 TOTAL and MYANMA OIL AND GAS ENTERPRISE entered into :

- a Memorandum of Understanding for the Moattama Gas Project (hereinafter the "MOU"),
- a Production Sharing Contract for Appraisal Development and Production of Petroleum in the Moattama Area between Myanmar Oil and Gas Enterprise and Total Myanmar Exploration and Production (hereinafter the "PSC") ;

WHEREAS on the same date were issued :

- a Letter from Total Myanmar Exploration and Production concerning the NAY MIN YAUNG RIG,
- and a Side Letter from Myanmar Oil and Gas Enterprise,

those four documents being hereinafter referred to as the "CONTRACT"

WHEREAS Section 17.2.g) of the PSC and Section 5.c) of the MOU allow TOTAL to assign to a third party in whole or in part its undivided interests, rights, privileges, duties and obligations under the CONTRACT subject to the written consent of MOGE ; and

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WHEREAS TOTAL is willing to assign to UNOCAL and UNOCAL is willing to acquire an undivided forty seven and five tenth percent (47.5 %) participating interest in the total undivided interests, rights, privileges, duties and obligations under the CONTRACT.

NOW THEREFORE, in consideration of the premises hereinabove and of the mutual covenants herein contained, the Parties agree as follows :

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*CA*  
*Self*

ARTICLE 1

TOTAL hereby transfers and assigns to UNOCAL effective Jan. 28<sup>th</sup>, 1993 and subject to the written approval of MOGE an undivided forty seven and five tenth percent (47,5 %) participating interest in the undivided interests, rights, privileges, duties and obligations of Contractor under the CONTRACT and UNOCAL hereby accepts such transfer and assignment.

ARTICLE 2

TOTAL shall remain the Operator and the entity to which notifications and correspondence from MOGE and from other relevant authorities related to or in connection with the CONTRACT can be addressed.

ARTICLE 3

UNOCAL hereby expressly agrees to be bound by all terms and provisions contained in the CONTRACT.

ARTICLE 4

All notices and other communications by each Party to the other shall be deemed to have been properly given or delivered when delivered in person to an authorized representative of the Party to whom the notice is addressed or when sent by registered airmail, telex or cable to the concerned Party's address as follows :

TOTAL MYANMAR EXPLORATION AND PRODUCTION.

Tour TOTAL  
TEP/FEO  
92069 PARIS LA DEFENSE FRANCE  
Attention Mr J.M. BEUQUE  
Tél. : (33) 1 42 91 32 81  
Fax : (33) 1 42 91 30 12  
Telex : 615700 F

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*cf.  
Ref*


UNOCAL MYANMAR OFFSHORE Co. Ltd.

1201 West 5th Street  
LOS ANGELES CA 90017 USA  
Tel. : 1 213 977 7600  
Fax : 1 213 977 5185  
Telex : 188 334 UNOCAL UT  
Attention : Stephen C. LIPMAN

TOTAL MYANMAR EXPLORATION  
AND PRODUCTION

  
BY : J.M. BEUQUE  
Title : Chief Executive Officer

UNOCAL MYANMAR OFFSHORE Co. Ltd.

  
BY : Stephen C. LIPMAN  
Title : President