

Mobil Exploration & Producing U.S. Inc.

August 13, 1997

HOUSTON DIVISION
12450 GREENSPOINT DRIVE
HOUSTON, TEXAS 77060-1991

Mr. Paul B. Mount II
Chief Mineral Resources Management Division
California State Lands Commission
200 Oceangate, 12th Floor
Long Beach, CA 90802-4331

Re: Assignment of Oil and Gas Leases
and Industrial Leases

Dear Mr. Mount:

Attached is an executed copy of the Assignment Form for Oil and Gas Leases PRC 421.1, PRC 3120.1, PRC 3242.1 and Industrial Leases PRC 3904.1 and PRC 5515.1 which assign Mobil's interests in the subject leases to Venoco, LLC for your records. I have forwarded a second copy to Venoco for their records.

Please call me at (281) 775-2150 if you have any questions.

Very truly yours,



Steven D. Butt
Supervisor
Commercial Transactions Team

attachments
SDB/wj

cc: Timothy Marquez, Venoco

STATE OF CALIFORNIA
STATE LANDS COMMISSION

STATE OIL AND GAS LEASE
- ASSIGNMENT FORM -

Mobil Oil Corporation (Assignor), as the holder of a 100.0 percent interest in State Oil and Gas Lease PRC 421, issued on October 22, 1949, assigns 100 percent of its right, title and interest under this lease to Venoco LLC (Assignee).

Assignee accepts the assignment of this lease and agrees to perform in the manner provided in the lease the conditions, covenants and agreements to be kept and performed by the Assignor and to be bound by the terms of the lease, including any modifications and collateral agreements, to the same extent as the Assignor.

ASSIGNOR:

ASSIGNEE:

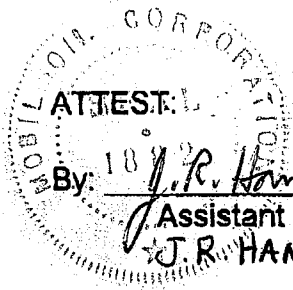
Mobil Oil Corporation
% Mobil Exploration and
Producing U.S. Inc.
12450 Greenspoint Drive
Houston, Texas 77060

Venoco LLC
217 State Street
Suite 300
Santa Barbara, California 93101

By: *S.D. Butt*
Name: S. D. BUTT
Title: Attorney-in-fact
Date: JULY 31, 1997

By: *Timothy M. Marquez*
Name: Timothy M. Marquez
Title: Attorney-in-fact President
Date: July 28, 1997

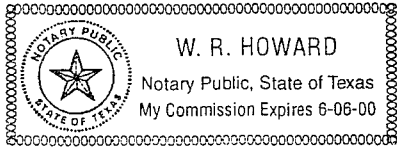
By: *L.W. Coppedge*
Name: L. W. COPPEDGE
Title: Attorney-in-fact
Date: July 31, 1997



STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on JULY 31, 1997 by S.D. BUTT and L.W. COPPEDGE as Attorneys-in-fact of Mobil Oil Corporation, a New York corporation, on behalf of said corporation.



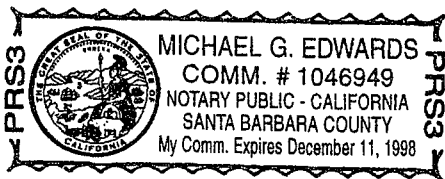
W R Howard
Notary Public, State of Texas

My Commission Expires:--

STATE OF CALIFORNIA §

COUNTY OF Santa Barbara §

On July 28, 1997 before me, Michael G. Edwards, Notary Public, personally appeared Timothy M. Marquez () personally known to me - OR - () proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

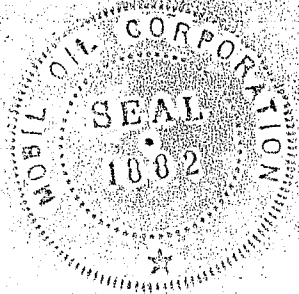
[Signature]
Signature of Notary

CERTIFICATE OF POWER OF ATTORNEY

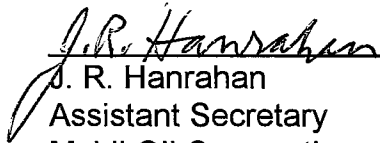
I, J. R. Hanrahan, an Assistant Secretary of Mobil Oil Corporation, do hereby certify:

THAT the attached is a true and correct copy of Power of Attorney dated July 29, 1996, appointing S. D. Butt, J. S. Byth, L. R. Combs, L. W. Coppedge, K. P. Geohegan, N. J. Greer, H. L. Hickey, J. P. Hollier, D. B. Litchfield, B. D. Martiny, D. A. Nicholson, S. E. Payne, W. N. Sessions and E. B. Vaughn, Attorneys-in-Fact of Mobil Oil Corporation.

Dated this 31st day of July, 1997.



(CORPORATE SEAL)



J. R. Hanrahan
Assistant Secretary
Mobil Oil Corporation

STATE OF CALIFORNIA
STATE LANDS COMMISSION

STATE OIL AND GAS LEASE
- ASSIGNMENT APPROVED -

At its meeting on July 11, 1997, the State Lands Commission approved the Assignment from
Mobil Oil Corporation (Assignor) to Venoco, LLC (Assignee), of State Oil
and Gas Leases PRC 421.1, PRC 3120.1, and PRC 3242.1 and Industrial Leases PRC
3904.1 and PRC 5515.1.

This approval was given upon the following conditions:

1. This assignment shall not release the Assignor from any obligation to the State Lands Commission under the lease, any conditions in the assignment agreement to the contrary notwithstanding.
2. The Assignee shall be bound by the lease, including any modifications and collateral agreements, to the same extent as the Assignor, any conditions in the assignment agreement to the contrary notwithstanding. Pursuant to Public Resources Code section 6804, this assignment shall take effect on August 1, 1997..

STATE LANDS COMMISSION

By: Paul B. Monte

Title: Chief, Mineral Resources Management Division

Mobil Oil Corporation (Assignor)

by [Signature] *7/11/97*

Venoco LLC (Assignee)

by [Signature]