

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

**In re: Oil Spill by the Oil Rig
“Deepwater Horizon” in the Gulf
of Mexico, on April 20, 2010**

**This Document Relates to:
Nos. 10-4536, 10-04182, 10-03059,
13-4677, 13-158, 13-00123**

*** MDL No. 2179**

*** SECTION: “J”**
*** JUDGE BARBIER**

*** MAGISTRATE JUDGE**
*** SHUSHAN**

**CONSENT DECREE AMONG DEFENDANT BP EXPLORATION & PRODUCTION
INC. (“BPXP”), THE UNITED STATES OF AMERICA, AND THE STATES OF
ALABAMA, FLORIDA, LOUISIANA, MISSISSIPPI, AND TEXAS**

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A. This Consent Decree addresses civil claims arising from the *Deepwater Horizon* Incident asserted by the United States and/or the Gulf States (Alabama, Florida, Louisiana, Mississippi, and Texas) against BPXP and BP Entities, including claims for civil penalties, natural resource damages, response costs, and other damages. The Gulf States and BPXP have also entered into a separate settlement agreement addressing economic damages and other claims arising from the *Deepwater Horizon* Incident asserted by each Gulf State against BP Entities (“Settlement Agreement”).

B. The United States of America filed a complaint on December 15, 2010, captioned *United States v. BP Exploration & Production Inc., et al.*, No. 10-4536 in MDL 2179 (E.D. La.), relating to the *Deepwater Horizon* Incident alleging, among other things, that BPXP violated the CWA and is liable without limitation under OPA for removal costs and damages, including for, *inter alia*, injuries to, destruction of, loss of, or loss of use of natural resources and net loss of taxes, royalties, rents, fees, and net profit shares due to the injury to, destruction of, and loss of real property, personal property, and natural resources.

C. The State of Alabama filed a first amended complaint on April 7, 2011, captioned *State of Alabama v. BP p.l.c.*, Case No. 2:10-CV-04182 (E.D. La.), that was transferred to MDL 2179 (E.D. La.). Alabama’s complaint alleges, among other things, that BPXP and certain other BP Entities violated the Alabama Water Pollution Control Act, Ala. Code § 22-22-1 *et seq.*, the Alabama Air Pollution Control Act, Ala. Code § 22-28-1 *et seq.*, the Alabama Hazardous Wastes Management Act, Ala. Code § 22-30-1 *et seq.*, and the Alabama Solid Waste and Recyclable Materials Management Act, Ala. Code § 22-27-1 *et seq.*, and therefore are liable for civil penalties under those statutes. Alabama’s amended complaint also sought costs associated with

oil spill response actions, punitive damages and compensatory damages, including, without limitation, damages to natural resources and State properties, lost tax, and other revenues, under the Alabama Water Pollution Control Act, OPA, general maritime law, and common law.

D. The State of Louisiana filed a first amended complaint on April 19, 2011, captioned *State of Louisiana v. BP Exploration & Production, Inc.*, Case Nos. 11-cv-0516 and 10-cv-03059 in MDL 2179 (E.D. La.). Louisiana's amended complaint alleges, among other things, that BPXP and certain other BP Entities violated the Louisiana Environmental Quality Act/Water Control Law, La. R.S. § 30:2011 *et seq.*, § 30:2071 *et seq.*, and are therefore liable for civil penalties under that statute. Louisiana's amended complaint also sought costs associated with oil spill response actions and damages, including, without limitation, damages to natural resources, State property, costs of increased public services, and lost revenues, pursuant to OPA, and the Louisiana Oil Spill Prevention and Response Act, La. R.S. § 30:2451 *et seq.*

E. The State of Texas filed a complaint on May 17, 2013, captioned *State of Texas v. BP Exploration & Production Inc., et al.*, Case No. 1:13-cv-315 (E.D. Tex.), that was transferred to MDL 2179, where Texas filed an amended complaint on June 18, 2013, captioned *State of Texas v. BP Exploration & Production Inc., et al.*, Case No. 13-cv-4677 (E.D. La.). Texas' amended complaint alleges, among other things, that BPXP, certain other BP Entities, and other parties are liable for civil penalties under Texas' Oil Spill Prevention and Response Act, Tex. Nat. Res. Code § 40.001 *et seq.*, and the Texas Water Code, Tex. Water Code § 26.001 *et seq.* Texas' amended complaint also sought cost recovery and damages, including, without limitation, for injury to natural resources, lost tax revenues, lost state park revenues, and other economic damages, under OPA, the Comprehensive Environmental Response, Compensation, and Liability

Act (“CERCLA”), 42 U.S.C. § 9601 *et seq.*, Texas’ Oil Spill Prevention and Response Act, Tex. Nat. Res. Code § 40.001 *et seq.*, and the Texas Water Code, Tex. Water Code § 26.001 *et seq.*

F. The State of Mississippi filed a complaint on April 18, 2013, captioned *Hood v. BP Exploration & Production, Inc., et al.*, Case No. 1:13-cv-00158 (S.D. Miss.), that was transferred to MDL 2179 (E.D. La.) on May 9, 2013. Mississippi’s complaint alleges, among other things, that BPXP, certain other BP Entities, and other parties are liable for damages to the State, including for injury to natural resources, economic losses, and costs of providing increased public services under OPA and general maritime law, and for punitive damages under general maritime law. The State of Mississippi filed an additional complaint in the Circuit Court for the First Judicial District of Harrison County, Mississippi, on April 19, 2013, captioned *Hood v. BP Exploration & Production, Inc., et al.*, bearing case number A2401-13-93 on the docket of said court. The aforesaid action was removed to the U.S. District Court for the Southern District of Mississippi, Case No. 1:13-cv-00206 on May 3, 2013, and was transferred to MDL 2179 (E.D. La.) on May 20, 2013. Mississippi’s additional complaint alleges, among other things, that BPXP, certain other BP Entities, and other parties violated the common law, Mississippi Air and Water Pollution Control Law, Miss. Code Ann. § 49-17-1 *et seq.*, the Antiquities Law of Mississippi, Miss. Code Ann. § 39-7-1 *et seq.*, the Solid Waste Disposal Law of 1974, Miss. Code Ann. § 17-17-1 *et seq.*, and Miss. Code Ann. § 29-1-19, and therefore are liable for civil penalties under those statutes. Mississippi’s additional complaint also sought costs associated with economic, compensatory, and punitive damages, including, without limitation, damages to natural resources and State properties, and lost tax and other revenues under Mississippi law.

G. The State of Florida filed a first amended complaint on April 20, 2013, captioned

State of Florida v. BP Exploration & Production, Inc., et al., Case No. 5:13-cv-00123 (N.D. Fla.), that was transferred to MDL 2179 (E.D. La.). Florida's amended complaint alleges, among other things, that BPXP and certain other BP Entities are liable for damages, including, but not limited to, loss of taxes, under OPA, common law, and general maritime law, and punitive damages under general maritime law and Florida law. The Trustees for the natural resources of the State of Florida filed a complaint on March 5, 2014, captioned *Vinyard et al. v. BP Exploration & Production, Inc., et al.*, Case. No. 3:14-cv-00112 (N.D. Fla.), that was transferred to MDL 2179 (E.D. La.) on March 24, 2014. The Trustees for the State of Florida's complaint alleges, among other things, that BPXP and certain other BP Entities are liable for removal costs and natural resource damages under OPA.

H. On February 22, 2012, the Court entered an order granting partial summary judgment and finding BPXP liable for civil penalties under Section 311(b)(7) of the CWA, 33 U.S.C. § 1321(b)(7), in an amount to be determined by the Court. In the same order, the Court issued a declaratory judgment against BPXP, holding BPXP jointly and severally liable for removal costs and damages under Section 1002 of OPA, 33 U.S.C. § 2702. *See In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, 844 F. Supp. 2d 746 (E.D. La. 2012), *aff'd in part sub nom. In re Deepwater Horizon*, 753 F.3d 570 (5th Cir. 2014), *rehearing en banc denied* 775 F.3d 741 (5th Cir. 2015), *cert. denied* 135 S. Ct. 2893 (2015).

I. On November 14, 2011, the Court entered an order dismissing Alabama's and Louisiana's claims under state law, including for civil penalties, as being preempted by federal law. *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, No. 10-3059, 2011 WL 5520295 (E.D. La. Nov. 14, 2011).

J. On October 12, 2011 and December 7, 2011, the DOI, on behalf of BSEE issued BPXP notifications of incidents of noncompliance, alleging, among other things, violations of the OCSLA, 43 U.S.C. § 1301 *et seq.*, and its implementing regulations 30 C.F.R. Part 250, Subparts A, C, D, and Q. The alleged violations occurred while BPXP and its contractors conducted drilling and temporary abandonment procedures at the Macondo Well. BPXP filed administrative appeals of the incidents of noncompliance with the IBLA (IBLA 2012-0050 and IBLA 2012-0085), which appeals have been stayed pending resolution of this action. Subject to the right to an appeal, BSEE has authority to assess civil penalties for incidents of noncompliance, as well as seek other appropriate relief, pursuant to 43 U.S.C. § 1350(b)(1) & (b)(2).

K. On July 15, 2010, the DOI, on behalf of the Bureau of Ocean Energy Management, Regulation and Enforcement, issued a letter regarding BPXP's obligations pursuant to OCSLA and the Federal Oil and Gas Royalty Management Act, 30 U.S.C. § 1756. BPXP filed an administrative appeal of this letter to the IBLA (IBLA 2010-0236), which appeal has been suspended.

L. The U.S. Coast Guard, NOAA, DOI, EPA, USDA, and other federal agencies have incurred costs, including response, removal, and natural resource damages assessment costs, as a result of the discharges of oil into the waters of the United States relating to the *Deepwater Horizon* Incident.

M. Each of the Gulf States, including their respective State Trustees, has incurred costs, including response, removal, and natural resource damages assessment costs, as a result of the discharges of oil into the waters of the United States and/or the Gulf States relating to the

Deepwater Horizon Incident.

N. On January 30, 2013, the Court in *U.S. v. BP Exploration & Production, Inc.*, Case No. 2:12-cr-00292 (E.D. La.) approved a criminal Plea Agreement between the United States and BPXP pursuant to which BPXP pled guilty to an information charging it with eleven counts of violations of 18 U.S.C. § 1115 (Misconduct or Neglect of Ship Officers), one count of violation of 18 U.S.C. § 1505 (Obstruction of Congress), one misdemeanor count of a violation of 33 U.S.C. §§ 1319(e)(1)(A) and 1321(b)(3) (CWA), and one misdemeanor count of a violation of 16 U.S.C. §§ 703 and 707(a) (Migratory Bird Treaty Act), relating to the *Deepwater Horizon Incident*.

O. On November 28, 2012, EPA issued a notice of suspension to BP p.l.c., BP America, Inc., BPXP, and other BP Entities from participating in federal contracts and other covered transactions. On February 1, 2013, EPA issued a notice of statutory disqualification to BPXP stating that BPXP cannot receive federal contracts or benefits if any part of the work will be performed at its Houston headquarters.

P. On March 13, 2014, BP p.l.c., BPCNA, BPXP, and certain other BP Entities entered into an Administrative Agreement with EPA to resolve all suspension and debarment matters arising from the *Deepwater Horizon Incident*. The Administrative Agreement incorporates requirements of both the Plea Agreement and a Securities and Exchange Commission Judgment Order entered against BP p.l.c. on December 10, 2012 (*Securities and Exchange Comm'n v. BP p.l.c.*, Case No. 2:12-cv-02774 (E.D. La.)).

Q. Trial has concluded on the United States' CWA claims, No. 10-4536. After the first phase of trial, on September 9, 2014, the Court issued its amended Findings of Fact and

Conclusions of Law finding that the discharge of oil was the result of BPXP's gross negligence and willful misconduct within the meaning of Section 311(b)(7)(D) of the CWA. *See In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, 21 F. Supp. 3d 657 (E.D. La. 2014). BPXP has disputed and appealed this decision to the U.S. Court of Appeals for the Fifth Circuit.

R. After the second phase of trial, on January 15, 2015, the Court issued its Findings of Fact and Conclusions of Law with respect to the Phase Two Trial (Doc. No. 14021), finding, *inter alia*, that 4.0 million barrels of oil were released from the Macondo Reservoir (Rec. Doc. 14021 ¶ 273); and that, for purposes of calculating the maximum civil penalty under the CWA, 3.19 million barrels of oil discharged into the Gulf of Mexico.

S. The Court conducted the third phase of the trial regarding the United States' civil penalty claim filed under the CWA between January 20 and February 2, 2015. The Court has not yet issued its findings of fact or conclusions of law regarding this third phase of the CWA trial.

T. The Parties agree, and the Court by entering this Consent Decree finds, that this Consent Decree, (i) has been negotiated at arm's length, in good faith, and will limit, avoid and resolve litigation between the Parties, and (ii) is fair, reasonable, and furthers the objectives of the statutes listed in the covenants not to sue.

NOW, THEREFORE, without further adjudication, findings or admissions of any issue of fact or law in connection with the *Deepwater Horizon* Incident, other than those expressly set forth in this Consent Decree, and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. Jurisdiction. This Court has jurisdiction over the subject matter of this action, pursuant to, *inter alia*, 33 U.S.C. §§ 1321(b), 1327, and 2717(b) and 28 U.S.C. §§ 1327, 1331, 1333, 1345, and 1355, and over the Parties for the purposes of the entry and enforcement of this Consent Decree.

2. Venue. Venue lies in the Eastern District of Louisiana pursuant to, *inter alia*, 33 U.S.C. §§ 2717(b) and 1321(b)(7)(E), and 28 U.S.C. §§ 98(a), 1391, and 1395.

3. Findings Regarding Jurisdiction and Venue.

a. Solely for purposes of this Consent Decree or any action to enforce this Consent Decree, the Court finds and the Parties acknowledge and agree that: (a) the Court has exclusive jurisdiction over this Consent Decree and any action to enforce it; and (b) venue is proper in the Eastern District of Louisiana.

b. This Court finds and the Parties agree that the Court has authority to enter this Order as to all claims addressed herein, including those transferred to MDL 2179 pursuant to 28 U.S.C. § 1407.

4. Retention of Jurisdiction. Consistent with the terms of this Consent Decree, including its Appendices, the Court shall retain jurisdiction over this case for the purpose of resolving disputes arising under this Consent Decree and effectuating or enforcing compliance with the terms of this Consent Decree.

II. APPLICABILITY

5. Persons Bound. The obligations of this Consent Decree apply to and are binding upon the United States, each of the Gulf States, and BPXP and, for the limited purposes set forth

in Paragraph 6, BP p.l.c. and BPCNA, and each of their successors, assigns, or other entities or persons otherwise bound by law to comply with this Consent Decree.

6. Participation of BP p.l.c. and BPCNA. BP p.l.c. and BPCNA are entering into this Consent Decree for the limited purpose of guaranteeing the payment obligations of BPXP, providing financial assurance, and granting and receiving covenants not to sue, as set forth in this Consent Decree.

7. Liability of Successors and Assigns.

a. Any legal successor or assign of BPXP, BPCNA, or BP p.l.c. shall be liable for the payment and other performance obligations of BPXP, BPCNA, or BP p.l.c., as applicable hereunder, and an agreement to be so liable shall be included by BPXP, BPCNA, or BP p.l.c., as applicable, in the terms of any sale, acquisition, or merger of BPXP, BPCNA, or BP p.l.c., as applicable, with appropriate terms for the retention or transfer of financial assurances for BPXP's payment obligations under the Consent Decree.

b. No change in the ownership or control of BPXP, BPCNA, or BP p.l.c. shall alter the obligations of BPCNA or BP p.l.c. as guarantors without the express written agreement of the United States and the Gulf States.

c. In the event of the sale, assignment, or transfer of some but not all of BPXP's assets to an unaffiliated third party pursuant to an arm's-length transaction, such third party shall not be liable for BPXP's obligations under this Consent Decree.

III. DEFINITIONS

8. Terms Defined in Statute or Regulation. Capitalized terms used in this Consent Decree that are defined in the CWA, OPA, or the OCSLA, or in regulations promulgated

pursuant to the CWA, OPA, or OCSLA, shall have the meanings assigned to them in such law or regulations, unless otherwise provided in this Consent Decree. In the case of a conflict between a defined term in this Consent Decree and any such term in OPA, CWA, OSCLA, or other law, the Consent Decree shall govern.

9. Terms Defined in this Consent Decree. For purposes of this Consent Decree, whenever the terms set forth below are used, the following definitions shall apply:

a. **“Act of Insolvency”** means any one of the following: the presentation of a winding-up petition in respect of BP p.l.c., the making of an application for an administration order in respect of BP p.l.c., an application to court for an order convening meetings of creditors of BP p.l.c. to consider a scheme of arrangement under the Companies Act 2006 that would materially alter the United States’ or any Gulf State’s rights against BP p.l.c. under this Consent Decree, the summoning of meetings of the creditors of BP p.l.c. (including the United States and the Gulf States) to consider a proposal for a company voluntary arrangement or other composition under the Insolvency Act 1986 that would materially alter the United States’ or any Gulf State’s rights against BP p.l.c. under this Consent Decree, or the appointment of an administrative receiver, administrator, or liquidator in respect of BP p.l.c. If in the case of a petition presented or application made by a creditor, contributory or other third party, such petition or application is stayed, dismissed, or withdrawn within 60 Days of its filing, such a petition or application shall not constitute an Act of Insolvency. For the purposes of this Paragraph, the term “materially alter” means an alteration to the United States’ or any Gulf State’s rights against BP p.l.c. under the Consent Decree which reduces the amounts owed or

payable, or extends the time at which payments are to be made, to the United States or any Gulf State or is otherwise materially prejudicial to the United States or any Gulf State.

b. “**Administrative Agreement**” means the agreement reached on March 13, 2014, between BP p.l.c., BPCNA, BPXP, and certain other BP Entities and the EPA, as amended, to resolve all suspension and debarment matters arising from the *Deepwater Horizon* Incident and which is attached as Appendix 4 to this Consent Decree.

c. “**BP Entity**” or “**BP Entities**” means one or more of the following: BP p.l.c., BPCNA, and BPXP, and any parents, subsidiaries, successors, assigns, and all entities identified in Appendix 7 to this Consent Decree, and, for each of the preceding, all of their current, future, and former officers, directors, and employees in their official capacities.

d. “**BP p.l.c.**” means BP p.l.c., a company incorporated in England whose registered office is at 1 St. James’s Square, London, SW1Y 4PD, England.

e. “**BPCNA**” means BP Corporation North America Inc., incorporated in the State of Indiana, with its current principal place of business in Houston, Texas.

f. “**BPXP**” means BP Exploration & Production Inc., incorporated in the State of Delaware, with its current principal place of business in Houston, Texas.

g. “**BSEE**” means the the Bureau of Safety and Environmental Enforcement in the Department of the Interior.

h. “**Change of Control**” means change of control of BP p.l.c. in the form of a takeover bid, tender offer or other merger transaction (however effected), that has become unconditional in all respects or otherwise effective, under which a third party or group of parties

acting together acquires such number of shares in BP p.l.c. (or an interest in such shares) so as to carry more than 50% of the voting rights in BP p.l.c.

i. “**Consent Decree**” means this Consent Decree, including all its appendices.

j. “**Court**” means the United States District Court for the Eastern District of Louisiana.

k. “**CWA**” means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1388.

l. “**Date of Lodging**” means the date upon which the United States submits this Consent Decree to the Court, prior to soliciting public comment on the Consent Decree or the PDARP.

m. “**Day**” means a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until 5 p.m. Central Time of the next business day.

n. “**Deepwater Horizon**” means the mobile offshore drilling unit *Deepwater Horizon*, including its engines, gear, tackle, apparel, riser, and appurtenances.

o. “**Deepwater Horizon Incident**” means (1) all discharges of hydrocarbons or other substances from the Macondo Well, including discharges from, through, or into the *Deepwater Horizon*, occurring on or after April 20, 2010, but prior to the Date of Lodging of the Consent Decree, regardless of any subsequent movement, migration, resuspension, or resurfacing

of such hydrocarbons or other substances; (2) the installation, drilling, construction and blowout of the Macondo Well; (3) the explosion and fire on the *Deepwater Horizon*; (4) the loss of the *Deepwater Horizon*; (5) containment efforts related to the Macondo Well; (6) construction of the relief wells within the meaning of the Macondo Well; and (7) cleanup, removal, and remediation efforts, and all other response or restoration actions, including the application of dispersants, in connection with the foregoing events.

p. **“Deepwater Horizon Oil Spill NRD Fund”** means the incident-specific subaccount within the NRDAR Fund established for the *Deepwater Horizon* Incident.

q. **“DOI”** means the U.S. Department of the Interior.

r. **“DOJ ENRD”** means the U.S. Department of Justice’s Environment and Natural Resources Division.

s. **“Effective Date”** means the date upon which the Court enters this Consent Decree.

t. **“EFT”** means a FedWire Electronic Funds Transfer.

u. **“EPA”** means the U.S. Environmental Protection Agency.

v. **“Exhibit B”** means Exhibit B to the Plea Agreement made enforceable by the Order of Special Conditions of Probation. A copy of Exhibit B is attached to Appendix 5 to this Consent Decree.

w. **“Federal Trustees”** means any and all federal officials designated by the President under Section 1006(b)(2) of OPA, 33 U.S.C. § 2706(b)(2), or authorized under any other applicable law, to act as trustees on behalf of the public for Natural Resources in

connection with the *Deepwater Horizon* Incident, including the Secretary of Commerce, the Secretary of the Interior, the Secretary of Agriculture, and the Administrator of the U.S. Environmental Protection Agency, and their respective delegates.

x. **“Framework Agreement”** means the agreement between BPXP, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas titled the *Framework for Early Restoration Addressing Injuries Resulting from the Deepwater Horizon Oil Spill*, dated April 20, 2011.

y. **“Gulf State”** or **“Gulf States”** means one or more of the States of Alabama, Florida, Louisiana, Mississippi, and Texas.

z. **“IBLA”** means the Interior Board of Land Appeals in the Department of the Interior.

aa. **“Implementation Plan”** means “the detailed implementation plan” required by paragraph 32 of Exhibit B. The approved Implementation Plan, redacted to remove certain information in conformance with the standard provided by Paragraph 39.b., is attached as Appendix 6 to this Consent Decree.

bb. **“Indemnified Parties”** means those entities identified in Appendix 3 and any indemnified related parties with whom any of the BP Entities has entered into agreements to indemnify, hold harmless, or reimburse the party with respect to U.S. Covered Matters or State Covered Matters, prior to July 2, 2015.

cc. **“Macondo Well”** means (a) Macondo Well 1 (including MC-252#1, Well No. 001ST00BP00, MC-252#1 ST1, Well No. 001ST00BP01), Macondo Well 2 (including MC-

252#2, Well No. 003ST00BP00), and Macondo Well 3 (including MC-252#3, Well No. 002ST00BP00) within Block 252, Mississippi Canyon, OCS Official Protraction Diagram, NH 16 16-10 existing on or before the Date of Lodging of the Consent Decree; (b) the *Deepwater Horizon*; (c) a coffer dam used in the course of removal work conducted during the discharge of oil from Block 252 of the Mississippi Canyon that began April 20, 2010; (d) “the Macondo Well” as defined in the United States’ Complaint in MDL 2179; and (e) the eight aliquots within Block 252, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, three of which were owned or operated by BXP or a BP Entity as of July 2, 2015.

dd. “**Natural Resource**” and “**Natural Resources**” means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, sediment, habitat, supporting ecosystem, and/or any other such resources at any time belonging to, managed by, held in trust by, appertaining to, regulated by, assessed as part of the *Deepwater Horizon* Natural Resource Damages assessment, or otherwise controlled by the United States (including resources of the exclusive economic zone; “system unit resources” as defined by 54 U.S.C. § 100721(3); “park system resources” as defined by 16 U.S.C. § 19jj(d); and marine “sanctuary resources” as defined by 16 U.S.C. § 1432(8)), any Gulf State, and/or any Trustee.

ee. “**Natural Resource Damages**” means any costs or damages recoverable by the United States or any of the Gulf States (including the Trustees) as trustees or *parens patriae* on behalf of the public under Section 1002(b)(2)(A) of OPA, 33 U.S.C. § 2702(b)(2)(A), the Park System Resource Protection Act, 54 U.S.C. § 100722 and the former 16 U.S.C. § 19jj-1 (repealed Dec. 19, 2014), the National Marine Sanctuaries Act, 16 U.S.C. § 1443, Section 311(f)(4) and (5) of the CWA, 33 U.S.C. §§ 1321(f)(4) and (5), Section 107(a)(4)(C) of

CERCLA, 42 U.S.C. § 9607(a)(4)(C), any other federal law, state law, common law, or any federal, state, or local regulation, rule, guidance or ordinance, as compensation to the public for injury to, destruction of, loss of, or loss of use of Natural Resources, including any natural resource services they provide, resulting from a release or threat of release of oil or a hazardous substance or any removal or response action (including any diversion of freshwater). Natural Resource Damages include, without limitation: (i) the costs of assessing injury, destruction, loss of, or loss of use of Natural Resources and the resulting damages; (ii) the costs of restoration, rehabilitation, or replacement of injured, destroyed, or lost Natural Resources and natural resource services or of acquisition of equivalent resources; (iii) the costs of planning and monitoring such restoration activities; and (iv) any other compensation for diminution in value or loss of use or non-use values of Natural Resources.

ff. “**NOAA**” means the National Oceanic and Atmospheric Administration.

gg. “**NRDAR Fund**” means the DOI’s Natural Resource Damage Assessment and Restoration Fund.

hh. “**OCSLA**” means the Outer Continental Shelf Lands Act, 43 U.S.C. §§ 1331-1356.

ii. “**OPA**” means the Oil Pollution Act, 33 U.S.C. §§ 2701-2762.

jj. “**OSLTF**” means the Oil Spill Liability Trust Fund established pursuant to 26 U.S.C. § 9509 and 33 U.S.C. § 1321(s).

kk. “**Paragraph**” means a portion of this Consent Decree identified by an Arabic numeral or a lower case letter.

ll. **“Party” or “Parties”** means any or all of the United States, the Gulf States, BPXP, BPCNA, and BP p.l.c.

mm. **“PDARP”** means the *Programmatic Damage Assessment and Restoration Plan for the Deepwater Horizon Oil Spill*.

nn. **“Plea Agreement”** means the agreement approved by the District Court for the Eastern District of Louisiana on January 29, 2013, which is attached as Appendix 5 to this Consent Decree.

oo. **“Project Stipulation”** means a stipulation entered into pursuant to the Framework Agreement.

pp. **“RESTORE Act”** means the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012, Public Law 112-141, Subtitle F.

qq. **“Section”** means a portion of this Consent Decree denoted by a capitalized Roman numeral.

rr. **“Settling Local Entity”** means any local governmental entity that has, in the past, present, or future, settled claims for economic and other damages arising from the *Deepwater Horizon* Incident.

ss. **“State Covered Matters”** means the claims to which the covenant not to sue provided in Paragraph 61 applies.

tt. **“State Trustees”** means any and all state and local officials designated by any governor of any Gulf State under Section 1006(b)(3) of OPA, 33 U.S.C. § 2706(b)(3), or

authorized under any other applicable law, to act as a trustee on behalf of the public for Natural Resources in connection with the *Deepwater Horizon* Incident, including officials from the Alabama Department of Conservation and Natural Resources, the Geological Survey of Alabama, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Louisiana Coastal Protection and Restoration Authority, the Louisiana Oil Spill Coordinator's Office, the Louisiana Department of Environmental Quality, the Louisiana Department of Wildlife and Fisheries, the Louisiana Department of Natural Resources, the Mississippi Department of Environmental Quality, the Texas Parks and Wildlife Department, the Texas General Land Office, and the Texas Commission on Environmental Quality, and their respective delegates.

uu. **"Trustee"** or **"Trustees"** means one or more Federal Trustees and/or State Trustees.

vv. **"U.S. Covered Matters"** means the claims to which the covenant not to sue provided in Paragraph 60 applies.

ww. **"USDA"** means the U.S. Department of Agriculture.

xx. **"United States"** means the United States, its agencies, and instrumentalities.

IV. CIVIL PENALTY

10. Civil Penalty Amount. BPXP shall pay the United States the sum of \$5.5 billion as a civil penalty pursuant to 33 U.S.C. § 1321, and subject to the RESTORE Act.

11. Civil Penalty Payment Schedule. BPXP shall pay the civil penalty in accordance with the schedule set forth in Table 1. The Assumed Year presented in Table 1 shall be adjusted, if necessary, so that the first payment is due on the first anniversary after the Effective Date and each subsequent payment is due, respectively, on the subsequent anniversary of the Effective Date.

Table 1: Payment Schedule for Civil Penalty		
Payment Date	Assumed Year	Amount
Anniversary of the Effective Date	2017	\$379,310,345
Anniversary of the Effective Date	2018	\$189,655,172
Anniversary of the Effective Date	2019	\$379,310,345
Anniversary of the Effective Date	2020	\$379,310,345
Anniversary of the Effective Date	2021	\$379,310,345
Anniversary of the Effective Date	2022	\$379,310,345
Anniversary of the Effective Date	2023	\$379,310,345
Anniversary of the Effective Date	2024	\$379,310,345
Anniversary of the Effective Date	2025	\$379,310,345
Anniversary of the Effective Date	2026	\$379,310,345
Anniversary of the Effective Date	2027	\$379,310,345
Anniversary of the Effective Date	2028	\$379,310,345
Anniversary of the Effective Date	2029	\$379,310,345
Anniversary of the Effective Date	2030	\$379,310,345
Anniversary of the Effective Date	2031	\$379,310,343
Total:		\$5,500,000,000

12. Interest on the Civil Penalty. Interest shall accrue on all unpaid portions of the civil penalty in accordance with the requirements of Section VII and shall be paid to the United States on the anniversary of the Effective Date occurring in the year 2032. Such interest and any interest or stipulated penalties due under Paragraphs 44 and 51 for failure to timely pay the civil penalty shall be treated as a civil penalty payment pursuant to the CWA and the RESTORE Act.

13. Civil Penalty Payment Procedure. BPXP shall pay the civil penalty and the interest on the civil penalty through EFT pursuant to instructions that shall be provided upon request to BPXP by the Financial Litigation Unit of the Office of the United States Attorney, Eastern District of Louisiana. BPXP shall cause payment to be accompanied by a transmittal letter that shall specify that the payment is a civil penalty under Section 311(b) of the CWA and is being made pursuant to this Consent Decree, in connection with the *Deepwater Horizon* Incident. BPXP also shall cause the transmittal letter to specify the civil number assigned to this case (10-4536), along with DJ No. 90-5-1-1-10026.

14. Tax Treatment. No BP Entity may capitalize into inventory or basis or take as a tax deduction any portion of the civil penalty payments, including interest, due under this Section IV or any penalties or interest due under Paragraphs 44 and 51 for failure to timely pay the civil penalty.

V. NATURAL RESOURCE DAMAGES

15. Natural Resource Damages Amount. BPXP shall pay \$7.1 billion, plus any of the \$1 billion and accrued interest not yet paid by BPXP under the Framework Agreement, to the United States and the Gulf States for Natural Resource Damages resulting from the *Deepwater Horizon* Incident.

16. Natural Resource Damages Payment Schedule. BPXP shall pay the \$7.1 billion in accordance with the schedule set forth in Table 2. The Assumed Year presented in Table 2 shall be adjusted, if necessary, so that the first payment is due one calendar year after the Effective Date and each subsequent payment is due, respectively, on the subsequent anniversary of the Effective Date. The payments required by this Paragraph shall be

distributed to subaccounts within the *Deepwater Horizon* Oil Spill NRD Fund as set forth in Section 2.4 of Appendix 2. Interest on all unpaid portions of the Natural Resource Damages payments required under this Paragraph shall accrue in accordance with Section VII and shall be paid as provided in Paragraph 21.a.

Table 2: Payment Schedule for \$7.1 Billion Payment for Natural Resource Damages		
Payment Date	Assumed Year	Amount
Anniversary of the Effective Date	2017	\$489,655,172
Anniversary of the Effective Date	2018	\$244,827,586
Anniversary of the Effective Date	2019	\$489,655,172
Anniversary of the Effective Date	2020	\$489,655,172
Anniversary of the Effective Date	2021	\$489,655,172
Anniversary of the Effective Date	2022	\$489,655,172
Anniversary of the Effective Date	2023	\$489,655,172
Anniversary of the Effective Date	2024	\$489,655,172
Anniversary of the Effective Date	2025	\$489,655,172
Anniversary of the Effective Date	2026	\$489,655,172
Anniversary of the Effective Date	2027	\$489,655,172
Anniversary of the Effective Date	2028	\$489,655,172
Anniversary of the Effective Date	2029	\$489,655,172
Anniversary of the Effective Date	2030	\$489,655,172
Anniversary of the Effective Date	2031	\$489,655,178
Total:		\$7,100,000,000

17. Final Payment of Early Restoration Funds. As of the Effective Date, the Framework Agreement and the Project Stipulations entered into under that agreement shall be void as to undertakings between BPXP and the Trustees, provided, however, that the Trustees shall use the amounts paid or committed by BPXP under each Project Stipulation for the project(s) and in the manner specified in each such Project Stipulation and the corresponding early restoration plan adopted by the Trustees, except that decisions concerning any project modification(s), the selection and implementation of any replacement project(s), and the use of

any unexpended early restoration project funds shall be made in accordance with the relevant provisions of Appendix 2. No later than 30 days after the Effective Date, BPXP shall pay all then-unpaid amounts that BPXP agreed to pay under the Project Stipulations and the balance remaining under the Framework Agreement (*i.e.*, any portion of the \$1 billion not previously paid under a Project Stipulation plus accrued interest) to Federal and/or State Trustees in accordance with Paragraph 18.

18. Payment Procedure for Natural Resource Damages. BPXP shall make the payments required under Paragraphs 15, 17, and 21 into the *Deepwater Horizon* Oil Spill NRD Fund, to be managed by DOI for the joint benefit and use of the Trustees in accordance with the requirements of Paragraph 19.

19. Use of Natural Resource Damages Payments. The Trustees shall use the amounts paid by BPXP pursuant to Paragraphs 15, 17, and 21 to address injuries and/or losses to Natural Resources (including services provided by Natural Resources) resulting from the *Deepwater Horizon* Incident, including for Natural Resource Damage assessment and planning activities of the Trustees after the Effective Date; for restoration, rehabilitation, replacement, or acquisition of the equivalent of injured or lost Natural Resources or natural resource services as provided in one or more restoration plans adopted by the Trustees consistent with 15 C.F.R. Part 990; for monitoring, information management, oversight, coordination, public education, and administrative activities related to the restoration plans and programs; and for addressing unknown conditions and undertaking adaptive management. The Trustees shall expend such funds in accordance with the provisions of Appendix 2.

20. Role of BP Entities. BPXP and the other BP Entities had and will have no role in developing the content of Appendix 2 beyond that established by law for members of the public.

21. Additional Payments for Unknown Conditions and Adaptive Management. As described in this Paragraph, BPXP shall pay additional funds, not to exceed \$700 million, for use by the Federal and State Trustees (1) to address injuries and/or losses to Natural Resources (including services provided by Natural Resources) resulting from the *Deepwater Horizon* Incident that are unknown to the Trustees as of July 2, 2015, including for any associated Natural Resource Damage assessment and planning activities, or (2) to adapt, enhance, supplement, or replace restoration projects or approaches initially selected by the Trustees. The payments required under this Paragraph shall consist of the following:

a. From the Effective Date, interest shall accrue, as set forth in Section VII, on the unpaid balance of the \$7.1 billion required under Paragraph 15. At any time between January 1, 2026 and the anniversary of the Effective Date in the assumed year 2032, the United States and all of the Gulf States may jointly demand payment of all or a part of the accrued and previously unpaid interest on the amount required under Paragraph 15. BPXP shall pay the requested amount of accrued and previously unpaid interest within 60 Days of receipt of the joint demand in accordance with joint instructions provided by the United States and the Gulf States. On the anniversary of the Effective Date in assumed year 2032, BPXP shall pay any remaining unpaid accrued interest as required under Paragraphs 15 and 16 to the Federal and/or State Trustees in accordance with joint instructions provided by the United States and the Gulf States.

b. In addition to the payment(s) of interest under Paragraph 21.a., on the 16th anniversary of the Effective Date, BPXP shall pay \$232 million to the United States for the joint use of the Federal and State Trustees.

c. The payments required by this Paragraph shall be distributed to subaccounts within the *Deepwater Horizon* Oil Spill NRD Fund in accordance with Section 2.3.3 of Appendix 2.

22. Reimbursement of Assessment Costs. BPXP shall pay a total of \$350 million for previously unreimbursed Natural Resource Damages assessment costs incurred by the Trustees or paid by the OSLTF in connection with the *Deepwater Horizon* Incident prior to the Effective Date and for the publicly-available data management system described in Paragraph 23.f. The \$10 million payment made by BPXP to DOI on July 14, 2015 shall be credited against the \$350 million total payment. Thereafter, BPXP shall pay the remaining \$340 million in accordance with the schedule set forth in Table 3. The Assumed Year presented in Table 3 shall be adjusted, if necessary, so that the first payment is due 60 Days after the Effective Date and each subsequent payment is due, respectively, on the subsequent anniversary of the Effective Date.

Table 3: Schedule for Payment of Past Federal and State Natural Resource Damages Assessment Costs			
No.	Date	Assumed Year	Amount
1	July 14, 2015	2015	\$10,000,000
2	60 Days After the Effective Date	2016	\$50,000,000
3	Anniversary of the Effective Date	2017	\$50,000,000
4	Anniversary of the Effective Date	2018	\$35,000,000
5	Anniversary of the Effective Date	2019	\$35,000,000
6	Anniversary of the Effective Date	2020	\$40,000,000
7	Anniversary of the Effective Date	2021	\$40,000,000

Table 3: Schedule for Payment of Past Federal and State Natural Resource Damages Assessment Costs			
No.	Date	Assumed Year	Amount
8	Anniversary of the Effective Date	2022	\$45,000,000
9	Anniversary of the Effective Date	2023	\$45,000,000
Total:			\$350,000,000

23. Allocation of Assessment Costs.

a. BPXP shall pay \$2,250,000 of each of payments number 2 and 3 required by Table 3 to the State of Alabama for Natural Resource Damages. Payment shall be made to the State of Alabama by wire transfer as follows:

Financial Institution:
ABA Routing Number:
Account to Credit:



At the time of each payment, BPXP shall send a copy of the wire transfer authorization form and transaction record in accordance with the notice requirements of Paragraph 92.

b. BPXP shall pay \$19,125,000 of each of payments number 2 and 3 required by Table 3 to the State of Louisiana for Natural Resource Damages. Payment to the State of Louisiana shall be made by wire transfer as follows:

Bank Name:
Bank Address

Account Name:
Account Number:
ACH Routing Number



BPXP shall notify the Louisiana Office of Finance and Support Services of the amount of payment and the expected wire date. A deposit ticket must be sent to the Louisiana State Treasury in advance to secure the funds being sent. At the time of each payment, BPXP shall send a copy of the wire transfer authorization form and transaction record in accordance with the

notice requirements of Paragraph 92.

c. BPXP shall pay \$2,875,000 of each of payments number 2 and 3 required by Table 3 to the State of Mississippi for Natural Resource Damages. Payment to the State of Mississippi shall be made by wire transfer as follows:

Account Name: Mississippi State Treasurer
Bank Name: [REDACTED]
Bank Address: [REDACTED]
ACH Route Number: [REDACTED]
Account Number: [REDACTED]

d. BPXP shall pay \$750,000 of each of payments number 2 and 3 required by Table 3 to the State of Texas by wire transfer to the Comptroller of Public Accounts, State of Texas, for the Attorney General's Suspense Account, using the following instructions:

Financial Institution: [REDACTED]
Routing Number: [REDACTED]
Account Name: Comptroller of Public Accounts, Treasury Operations
Account Number to Credit: [REDACTED]
Reference: AG No. 10-3202222 (BP Gulf Oil Spill)
Attention: Office of the Attorney General, Chief, EPD Div. (512-463-2012)
Contact: Kristy Lerma, Financial Reporting (512-475-4377)

At the time of each payment, the payor shall likewise send a copy of the wire transfer authorization form and transaction record, together with a transmittal letter referencing AG No. 10-3202222 to the State of Texas in the manner specified in the notice requirements of Paragraph 92.

e. The State of Florida has no uncompensated assessment costs.

f. BPXP shall pay all other amounts due under Paragraphs 22 and 23 and Table 3 to the United States through EFT pursuant to instructions that shall be provided upon request to BPXP by the Financial Litigation Unit of the Office of the United States Attorney,

Eastern District of Louisiana. BPXP shall cause payment to be accompanied by a transmittal letter that states that the payment is being made pursuant to Paragraph 23.f. of this Consent Decree. BPXP also shall specify the civil number assigned to this case (10-4536), along with DJ No. 90-5-1-1-10026. Of the amount paid to the United States, \$37 million shall be available to NOAA to establish, populate, manage, and maintain a Gulf-wide environmental data management system that shall be readily accessible to all Trustees and the public.

VI. OTHER PAYMENTS BY BPXP AND RELATED TERMS

24. Amount of Other Payments. BPXP shall pay the United States a total of \$250 million, allocated as follows:

a. \$167.4 million to pay unreimbursed response or removal costs related to the *Deepwater Horizon* Incident, paid or obligated by the OSLTF or incurred by the United States, prior to July 2, 2015; and

b. \$82.6 million in settlement of the United States' claims under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, and the Federal Oil and Gas Royalty Management Act, 30 U.S.C. § 1756. This amount includes and resolves the share of royalty owed by BPXP and MOEX Offshore 2007 LLC for oil lost from the Macondo Well between April 2010 and July 2010 (a total share of 75%), but does not resolve or impair, in any way, any claims of the United States against Anadarko Petroleum Corporation or its affiliates for the remaining 25% share of that royalty, for which the United States alleges that Anadarko Petroleum Corporation or its affiliates are liable. This Consent Decree prohibits use or application of any of the proceeds secured hereunder – from this \$82.6 million or otherwise – to address in any way the claims of the United States against Anadarko Petroleum Corporation or its affiliates for royalties related to the Macondo Well

25. Schedule for Payment of Other Amounts. BPXP shall pay the \$250 million required by Paragraph 24 in accordance with the schedule set forth in Table 4 on the respective anniversary of the Effective Date. The Assumed Year presented in Table 4 shall be adjusted, if necessary, so that the first payment is due 60 Days after the Effective Date and each subsequent payment is due, respectively, on the subsequent anniversary of the Effective Date.

Table 4: Schedule for Payment of \$250 Million		
Date	Assumed Year	Amount
60 Days After the Effective Date	2016	\$40,000,000
Anniversary of the Effective Date	2017	\$30,000,000
Anniversary of the Effective Date	2018	\$30,000,000
Anniversary of the Effective Date	2019	\$30,000,000
Anniversary of the Effective Date	2020	\$30,000,000
Anniversary of the Effective Date	2021	\$30,000,000
Anniversary of the Effective Date	2022	\$30,000,000
Anniversary of the Effective Date	2023	\$30,000,000
Total:		\$250,000,000

26. Payment of Other Amounts. BPXP shall make payments of the amounts due to the United States pursuant to Paragraph 24 through EFT pursuant to instructions that shall be provided upon request to BPXP by the Financial Litigation Unit of the Office of the United States Attorney, Eastern District of Louisiana. BPXP shall cause payment to be accompanied by a transmittal letter that identifies the allocation of the payment set forth in Paragraph 24 and specifies the payment is being made pursuant to this Consent Decree in connection with the *Deepwater Horizon* Incident. BPXP also shall specify the civil number assigned to this case (10-4536), along with DJ No. 90-5-1-1-10026.

VII. INTEREST

27. Accrual of Interest. Interest on the unpaid balances due pursuant to Paragraphs 10 and 15 shall accrue from the Effective Date through the date of payment and shall be compounded annually on each anniversary of the Effective Date and shall be calculated on an actual/actual day basis. In the event of a payment of interest pursuant to Paragraph 21 or Section VIII of this Consent Decree that occurs after an anniversary date, the interest shall be calculated from the Effective Date through the date of payment.

28. Interest Rate. Interest shall accrue at the rate calculated by taking the average market yield on U.S. Treasury securities at 2-year and 3-year constant maturities, quoted on an investment basis by the U.S. Federal Reserve (H.15 Release), for the period from May 28, 2014 to May 27, 2015, rounded to two decimal places.

VIII. ACCELERATION OF PAYMENTS

29. BPXP Option for Acceleration. BPXP shall have the option (at its sole discretion) to pay any of the amounts required in Sections IV, V, or VI before they are due. Any such prepayment of an installment shall include the accrued but unpaid interest, if applicable (calculated in accordance with Section VII).

30. Acceleration Upon Change of Control. If there has been a Change of Control, the United States and all Gulf States may jointly elect to accelerate the schedule for all or any of the payments required in Sections IV, V and/or VI. If the United States and all Gulf States jointly elect to accelerate all or any of the payments due under Sections IV, V and/or VI, such accelerated payments shall become due and owing 120 Days after service of notice of such election, or any other time that the Parties may jointly agree upon.

31. Acceleration Upon Insolvency. If there has been an Act of Insolvency, the United States and all of the Gulf States may jointly elect to accelerate the schedule for all or any of the payments required in Sections IV, V, and/or VI. If the United States and all of the Gulf States jointly elect to accelerate all or any of the payments due under Sections IV, V, and/or VI, such accelerated payments shall become due and owing 120 Days after service of notice of such election, or any other time that the Parties may agree upon.

IX. FINANCIAL ASSURANCE

32. Commitment of Guarantors.

a. As set forth in the Primary Guaranty in Appendix 8, BPCNA hereby absolutely and irrevocably guaranties the payments of all kinds due from BPXP under this Consent Decree in the event that BPXP defaults on such payments.

b. As set forth in the Secondary Guaranty in Appendix 9, BP p.l.c. hereby absolutely and irrevocably guaranties the payments of all kinds due from BPXP under this Consent Decree in the event that BPXP defaults on such payments and BPCNA defaults on its obligation to serve as primary guarantor.

c. For purposes of any action to enforce the guaranty obligations set forth herein, BPCNA and BP p.l.c. waive all defenses or other arguments based in whole or part on the nature of the payments guaranteed, the nature of the claims from which those payment obligations arose, or the nature of this Consent Decree.

33. Standard for Default.

a. For the purposes of Paragraph 32, BPXP shall be considered in default of a payment required under this Consent Decree if any of the following conditions has been met:

i. BPXP has failed to make such payment within 60 Days after such payment has become due under the Consent Decree;

ii. BPXP has filed for bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency; or

iii. any third party has petitioned a court to place BPXP in bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency, an order for relief is entered, and any such filing or petition is not dismissed within 60 Days of such order for relief.

b. For the purposes of Paragraph 32, BPCNA shall be considered in default on its guaranty of a payment required under this Consent Decree if BPXP has defaulted on such payment and any of the following conditions has been met:

i. BPCNA has failed to make such payment within 60 Days after BPXP has defaulted pursuant to Paragraph 33.a.; or

ii. BPCNA has filed for bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency; or

iii. any third party has petitioned a court to place BPCNA in bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency, an order for relief is entered, and any such filing, or petition is not dismissed within 60 Days of such order for relief.

X. INJUNCTIVE RELIEF

34. Prior Agreements. Various BP Entities and the United States have previously entered into certain agreements setting forth injunctive relief and other requirements of performance related to the *Deepwater Horizon* Incident, as described generally in this Paragraph:

a. On January 29, 2013, the United States District Court for the Eastern District of Louisiana approved BPXP's Plea Agreement which included injunctive relief set forth in Exhibit B. Exhibit B requires BPXP to implement specific improvements related to deep water drilling safety, including, *e.g.*: (1) third party verification of blowout preventers; (2) improvements in its cement design and competency; (3) the maintenance of a real-time, drilling operations monitoring center in Houston; (4) completion of additional oil spill response training and drills; (5) audits of the Safety and Environmental Management Systems of BPXP-contracted drilling rigs and BPXP-operated platforms, including BPXP-owned platform rigs; (6) development and implementation of a well control competency assessment plan for those it uses as Well Site leaders; (7) in collaboration with industry and government, initiation of at least four pilot projects to evaluate technology enhancements intended to improve operational safety with respect to deep water drilling and make available any resulting data or technology to anyone on commercially reasonable terms; and (8) requirements related to the use of two blind-shear rams on blowout preventers. Pursuant to Exhibit B, BPXP has submitted a detailed Implementation Plan for accomplishing these and other measures related to safe deep water drilling operations.

b. Exhibit B also requires appointment of both a process safety monitor and an ethics monitor. In brief, the process safety monitor's duties are to review, evaluate, and provide recommendations for the improvement of BPXP's process safety and risk management

procedures. In brief, the ethics monitor's duties are to review and provide recommendations for improvement of BPXP's code of conduct and its implementation and enforcement for the purpose of preventing future criminal and ethical violations with respect to dealings with regulatory and enforcement authorities. Exhibit B also requires appointment of an independent, third party auditor to sample or test compliance with various portions of Exhibit B. Exhibit B to the Plea Agreement and its Implementation Plan are attached to the Consent Decree as part of Appendices 5 and 6, respectively.

c. On March 13, 2014, BP p.l.c., BPCNA, BPXP, and certain other BP Entities entered into an Administrative Agreement with the EPA to resolve all suspension and debarment matters arising from the *Deepwater Horizon* Incident. The Administrative Agreement incorporates terms and conditions of both the Plea Agreement noted above and of a Securities and Exchange Commission Judgment Order entered against BP on December 10, 2012 (*Securities and Exchange Commission v. BP p.l.c.*, E.D. La.). The Administrative Agreement also requires actions related to maintenance or improvement of ethics and compliance programs and good corporate governance activities, such as: code-of-conduct training, the operation of an employee concerns hotline, and maintenance of risk-based compliance standards and procedures for BP Entities based in the United States. The Administrative Agreement also contains certain other specific additional provisions targeted to deep water drilling safety in the United States, including provisions related to contractor oversight and audits of safety and environmental management systems. The ethics monitor under the Plea Agreement also serves as an ethics monitor under the Administrative Agreement. A copy of the Administrative Agreement is attached to the Consent Decree as Appendix 4.

35. Acknowledgement of Compliance. BPXP acknowledges that it is in material compliance with the injunctive relief provisions set forth in Exhibit B and the requirements of the Implementation Plan and the Administrative Agreement.

36. Compliance with Exhibit B and the Administrative Agreement. BPXP's and the other BP Entities' obligations under Exhibit B, including the Implementation Plan, and under the Administrative Agreement continue and remain enforceable under the Plea Agreement or Administrative Agreement, as applicable, and not under this Consent Decree.

37. Submissions to DOJ ENRD. BPXP shall provide to DOJ ENRD copies of those documents specifically identified in Appendix 10. BPXP shall provide each document identified in Appendix 10 in the time and manner and format required by Appendix 10. To the extent that BPXP asserts that a document in Appendix 10 being submitted to DOJ ENRD contains confidential business information, BPXP shall mark or otherwise identify the document as confidential.

38. Information to be Made Publicly Available.

a. BPXP shall post to a publicly-available web site:

i. The Consent Decree;

ii. Annual reports submitted to the EPA Suspension and Debarment Office pursuant to Section X, Paragraph 1 of the Administrative Agreement and the annual reports submitted to the Department of Justice Criminal Division pursuant to Paragraph 23 of Exhibit B and Section E of the Implementation Plan;

iii. Formal written notices or warnings that any BP Entity receives from an instrumentality of the United States under the applicable agreement asserting a material

violation, deficiency, or non-compliance of either Exhibit B, including the Implementation Plan, or the Administrative Agreement;

iv. A description (including necessary context) of the changes that are required of BPXP by operation of either Exhibit B or the Administrative Agreement, as specified by the entries in Appendix 11; and

v. Final findings of deficiencies from auditors retained under the Administrative Agreement or Exhibit B.

b. Solely for the purposes of this Paragraph, a “final finding of deficiency” means that recommendation or finding of deficiency, as the case may be, that exists after all objections and/or appeals have been finally resolved pursuant to the applicable process under either the Administrative Agreement or Exhibit B and the Implementation Plan.

c. Those items that are required to be posted pursuant to Paragraphs 38.a.ii through 38.a.v, and the manner of posting, are specifically identified in Appendix 11.

39. Protocol for Redaction Before On-Line Posting.

a. With respect to those documents to be posted pursuant to Paragraph 38, BPXP shall have 60 Days from either BPXP’s submission of the final document to the relevant agencies (under the Administrative Agreement or Exhibit B) or BPXP’s receipt of the final monitor recommendations or final auditor findings of deficiency, whichever is applicable, to post a redacted version of the document to the publicly-available web site. BPXP may redact:

i. Information that would reveal the identity of an individual or personal or private information about an individual;

ii. Trade secrets; and

iii. Confidential business information too sensitive to BPXP's or another BP Entity's competitive position to allow public disclosure.

b. At any time following posting of a document to the publicly-available web site, EPA (for documents under the Administrative Agreement), or the Department of Justice Criminal Division and/or BSEE (for documents under Exhibit B and the Implementation Plan) may in their discretion review BPXP's redacted version of any document for consistency with the requirements of this Paragraph for redacting. If the relevant agency believes that any material should not have been redacted under the applicable agency's standards for protection of trade secrets, confidential business information, and/or personally identifying information, such agency shall informally notify BPXP of the objection and initiate informal discussions concerning the redacted material. In the event the parties are unable to informally resolve the objection, the relevant agency may in its discretion withdraw the objection, or seek to resolve the objection pursuant to the provisions of Section XII of this Consent Decree (Dispute Resolution).

40. Expiration of Requirement to Provide Documents. The requirements of Paragraph 37 shall terminate with respect to documents required by the Administrative Agreement when the Administrative Agreement terminates and with respect to documents required by Exhibit B (including the Implementation Plan) when the Plea Agreement terminates.

41. Limited Duration of Postings. The Consent Decree shall remain posted until termination of the Consent Decree. All postings stemming from Exhibit B shall remain posted until two years after the last such posting required. All postings stemming from the Administrative Agreement shall remain posted until two years after the last such posting is

required. Any posting not covered by the prior sentences of this Paragraph shall remain posted until all requirements for posting have been satisfied, save for posting of the Consent Decree.

XI. STIPULATED PENALTIES

42. Liability for Stipulated Penalties. BPXP shall be liable for stipulated penalties to the United States and the Gulf States for violations of this Consent Decree as specified below.

43. Definition of Violation. A violation includes failing to perform any payment obligation required by the terms of this Consent Decree or failing to perform any of the obligations set forth in Paragraphs 37 and 38, according to all applicable requirements of this Consent Decree and within the specified time schedules established by this Consent Decree.

44. Failure to Make Timely Payments. In addition to the interest that would be due and any other available remedy, if BPXP fails to make any payment required by Sections IV, V, or VI, BPXP also shall be liable to the United States and all of the the Gulf States for a per Day, stipulated penalty as follows:

<u>Period of Delay or Non-Compliance</u>	<u>Per Violation per Day</u>
5th through 30th Day after accrual date	\$ 50,000
31st through 45th Day after accrual date	\$100,000
Beyond 45th Day after accrual date	\$200,000

45. Stipulated Penalties for Other Violations. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements of Paragraphs 37 and 38 of this Consent Decree:

<u>Period of Delay or Non-Compliance</u>	<u>Per Violation per Day</u>
1st through 30th Day after accrual date	\$ 7,500
31st through 45th Day after accrual date	\$20,000

Beyond 45th Day after accrual date

\$25,000

46. Accrual Date of Stipulated Penalties. The stipulated penalties provided for in Paragraph 44 shall begin to accrue 5 Days after the payment is due and continue to accrue each Day until full payment is made. The stipulated penalties provided for in Paragraph 45 shall begin to accrue the Day after the deadline for compliance and shall continue to accrue until performance is completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

47. Schedule for Payment of Stipulated Penalties. Subject to Paragraph 49, BPXP shall pay any stipulated penalty within 30 Days of receiving a written demand and payment instructions by the United States.

48. Discretion to Waive Stipulated Penalties.

a. The United States may, in the unreviewable exercise of its discretion, reduce or waive any applicable stipulated penalties due for violations of Sections IV, VI, or X of this Consent Decree.

b. The United States and all of the Gulf States may, in the joint exercise of their unreviewable discretion, reduce or waive any applicable stipulated penalties due for violations of Section V, VII, VIII, or IX of this Consent Decree.

49. Effect of Dispute Resolution. Stipulated penalties shall continue to accrue as provided in Paragraph 46 during any dispute resolution pursuant to Section XII of this Consent Decree, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of the United States (after consultation with all of the Gulf States for disputes arising under Sections V, VII, VIII, or IX) that BPXP does not appeal to the Court, BPXP shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of decision of the United States.

b. If the dispute is decided by the Court, BPXP shall pay all accrued penalties determined by the Court as owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in Paragraph 49.c.

c. If any Party appeals the Court's decision, BPXP shall pay all accrued penalties determined as owing, together with interest (calculated in accordance with Paragraph 51), within 30 Days of receiving the final appellate court decision.

50. Payment of Stipulated Penalties. Each separate violation shall give rise to a single penalty per Day in the amount specified above. That single penalty shall be allocated in accordance with this Paragraph.

a. For violations of Paragraphs 37 or 38, BPXP shall pay the stipulated penalty to the United States in accordance with the payment instructions provided by the United States with the demand.

b. For violations of Section V, VII, VIII, or IX, BPXP shall pay the stipulated penalty in the following manner:

i. BPXP shall pay 10% of the stipulated penalty to the State of Alabama by wire transfer as follows:

Financial Institution:



ABA Routing Number:
Account to Credit:

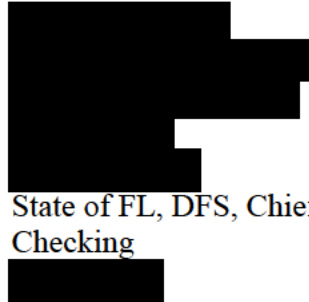


At the time of each payment, BPXP shall send a copy of the wire transfer authorization form and transaction record in accordance with the notice requirements of Paragraph 92.

ii. BPXP shall pay 10% of the stipulated penalty to the State of Florida. All payments to be made to the State of Florida under Paragraph 50.b. of this Consent Decree shall be deposited by the State of Florida into the Water Quality Assurance Trust Fund. Payments to the State of Florida shall be made by wire transfer using the following instructions:

Financial Institution:

Nine Digit Routing Number
Depositor Account Number
Depositor Account Name
Type of Account
FEID #



State of FL, DFS, Chief Financial Officer, (DEP)
Checking

At the time of each payment, BPXP shall likewise send a copy of the wire transfer authorization form and transaction record, together with a transmittal letter referencing Paragraph 50.b. of this Consent Decree to the State of Florida in the manner specified in the notice requirements of Paragraph 92.

iii. BPXP shall pay 10% of the stipulated penalty to the State of Louisiana by wire transfer using the following instructions:

Bank Name:
Bank Address



Account Name:
Account Number:
ACH Routing Number

State of Louisiana Treasury
A black rectangular redaction box covering the account number and ACH routing number information.

BPXP shall notify the Louisiana Office of Finance and Support Services of the amount of payment and the expected wire date. A deposit ticket must be sent to the Louisiana State Treasury in advance to secure the funds being sent. At the time of each payment, BPXP shall send a copy of the wire transfer authorization form and transaction record in accordance with the notice requirements of Paragraph 92.

iv. BPXP shall pay 10% of the stipulated penalty to the State of Mississippi by wire transfer as follows:

Account Name:	Mississippi State Treasurer
Bank Name:	[REDACTED]
Bank Address:	[REDACTED]
ACH Route Number:	[REDACTED]
Account Number:	[REDACTED]

v. BPXP shall pay 10% of the stipulated penalty to the State of Texas by wire transfer to the Comptroller of Public Accounts, State of Texas, for the Attorney General's Suspense Account, using the following instructions:

Financial Institution:	[REDACTED]
Routing Number:	[REDACTED]
Account Name:	Comptroller of Public Accounts, Treasury Operations
Account Number to Credit:	[REDACTED]
Reference:	AG No. 10-3202222 (BP Gulf Oil Spill)
Attention:	Office of the Attorney General, Chief, EPD Div. (512-463-2012)
Contact:	Kristy Lerma, Financial Reporting (512-475-4377)

At the time of each payment, the payor shall likewise send a copy of the wire transfer authorization form and transaction record, together with a transmittal letter referencing AG No. 10-3202222 to the State of Texas in the manner specified in the notice requirements of Paragraph 92;

vi. BPXP shall pay 50% of the stipulated penalty to the United States in accordance with the payment instructions provided by the United States with the demand.

51. Interest on Late Payments of Stipulated Penalties. If BPXP fails to pay stipulated penalties according to the terms of this Consent Decree, BPXP shall be liable for interest as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for BPXP's failure to pay any stipulated penalties. BPXP shall pay any interest due under this Paragraph in accordance with the instructions and proportions set forth in Paragraph 50.

52. No Effect on Obligation to Comply. The payment of penalties and interest pursuant to this Section shall not alter in any way BPXP's obligation to complete the performance of the requirements of this Consent Decree.

53. No Effect on Other Remedies. Subject to the covenants provided by the United States and Gulf States in Section XIII, the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States or Gulf States for BPXP's violation of this Consent Decree.

XII. DISPUTE RESOLUTION

54. Exclusivity of Remedy.

a. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Consent Decree. BPXP's failure to seek resolution of a dispute under

this Section shall preclude it from raising any such issue as a defense to an action by the United States or the Gulf States to enforce any obligation of BPXP arising under this Consent Decree.

b. The dispute resolution procedures set forth in this Section shall not apply to disputes among the United States and Gulf States, including, but not limited to, disputes arising under Appendix 2. Such disputes shall be subject to the provisions of Appendix 2 and any Memoranda of Understanding developed pursuant to Appendix 2.

55. Informal Dispute Resolution. If any Party determines that there is a dispute subject to the Dispute Resolution provisions of this Consent Decree, that Party shall send a written notice of dispute to all other Parties outlining the nature of the dispute and requesting informal negotiations to resolve the dispute. The Parties shall endeavor to resolve the dispute through good faith negotiations, but if the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, after consultation with any affected Gulf State, shall be considered binding unless BPXP invokes formal dispute resolution procedures as set forth below.

56. Formal Dispute Resolution.

a. To invoke formal dispute resolution, BPXP shall, within 10 Days after the conclusion of informal dispute resolution, serve on the United States and any affected Gulf State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting BPXP's position and any supporting documentation relied upon by BPXP.

b. The United States, after consultation with any affected Gulf State, shall serve its Statement of Position within 20 Days of receipt of BPXP's Statement of Position. The

United States' Statement of Position shall include, but is not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States.

c. The United States' Statement of Position shall be binding on BPXP unless BPXP files a motion for judicial review of the dispute in accordance with the following Paragraph.

57. Judicial Review. BPXP may seek judicial review of the dispute by filing with the Court and serving on the United States and each of the affected Gulf States in accordance with Section XIX of this Consent Decree, a motion requesting judicial resolution of the dispute.

a. BPXP's motion must be filed within 20 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of BPXP's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of this Consent Decree.

b. The United States and any affected Gulf State shall respond to BPXP's motion within the time period allowed by the Local Rules of this Court.

58. Burden of Proof. Except as otherwise provided herein, BPXP shall bear the burden of demonstrating by a preponderance of the evidence that its position complies with this Consent Decree. With respect to disputes arising under Section XIII, including the application of any defined terms for purposes of Section XIII, the burden of proof shall be in accordance with applicable principles of law.

59. No Effect on Deadlines. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of BPXP under this Consent Decree, unless and until final resolution of the dispute so provides.

XIII. COVENANTS NOT TO SUE AND RESERVATIONS

60. United States' Covenants to BP Entities. Subject only to the reservations of rights in Paragraphs 64 and 65, the United States covenants not to sue BPXP and/or other BP Entities for any and all civil or administrative claims arising from the *Deepwater Horizon* Incident, including but not limited to any and all such claims under (a) OPA; (b) the CWA; (c) OCSLA; (d) the Endangered Species Act § 11(a)(1), 16 U.S.C. § 1540(a)(1); (e) the Marine Mammal Protection Act, 16 U.S.C § 1361 *et seq.*; (f) the National Marine Sanctuaries Act § 306, 16 U.S.C. § 1436; (g) the Federal Oil and Gas Royalty Management Act, 30 U.S.C. § 1719(a); (h) the False Claims Act, 31 U.S.C. § 3729 *et seq.*; (i) CERCLA, 42 U.S.C. § 9601 *et seq.*; (j) the National Historic Preservation Act, 54 U.S.C. § 300101 *et seq.* and the former 16 U.S.C. § 470 *et seq.* (repealed Dec. 19, 2014); (k) the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; (l) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; (m) any claims asserted by the United States in Civ. No.2:10-cv-04536 (E.D. La.) and MDL 2179; or (n) any other statute or cause of action for civil damages or civil penalties that the Civil Division of the Department of Justice or DOJ ENRD has actual and present authority to assert and compromise pursuant to 28 C.F.R. § 0.45 or § 0.65. Subject only to the reservations of rights in Paragraphs 64 and 65, the United States also covenants not to sue BPXP and/or other BP Entities for (a) past, present, or future Natural Resource Damages, whether known or unknown, including assessment

costs, resulting from the *Deepwater Horizon* Incident; and (b) costs of response or removal related to the *Deepwater Horizon* Incident.

61. Gulf States' Covenants to BP Entities. Subject only to the reservation of rights in Paragraph 64, each of the Gulf States fully, finally, and forever release and waive any and all claims against BPXP and/or the BP Entities arising from the *Deepwater Horizon* Incident and further, the Gulf States covenant not to sue BPXP and/or BP Entities for any and all civil or administrative claims arising from the *Deepwater Horizon* Incident, including but not limited to claims under any and all of the following: (a) OPA; (b) the CWA; (c) OCSLA; (d) the Endangered Species Act § 11(a)(1), 16 U.S.C. § 1540(a)(1); (e) the Marine Mammal Protection Act, 16 U.S.C. § 1361 *et seq.*; (f) the National Marine Sanctuaries Act § 306, 16 U.S.C. § 1436; (g) the Federal Oil and Gas Royalty Management Act, 30 U.S.C. § 1719(a); (h) the False Claims Act, 31 U.S.C. §§ 3729 *et seq.*; (i) CERCLA, 42 U.S.C. § 9601 *et seq.*; (j) the National Historic Preservation Act, 54 U.S.C. § 300101 *et seq.* and the former 16 U.S.C. § 470 *et seq.* (repealed Dec. 19, 2014); (k) the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; (l) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; (m) any state statutes corresponding to or containing causes of action similar to those provided to the United States government under (a) through (l) above; and (n) any other claims or causes of action for damages, costs, fines, or penalties arising under any state statute, ordinance, regulation or common law related to protection or restoration of the environment or Natural Resources or historic preservation arising from the *Deepwater Horizon* Incident. Subject only to the reservation of rights in Paragraph 64, the Gulf States also covenant not to sue BPXP and/or BP Entities for (a) past, present or future Natural Resource Damages, whether known or unknown, including assessment costs, resulting from the

Deepwater Horizon Incident; and (b) costs of response or removal related to the *Deepwater Horizon* Incident.

62. Covenants Concerning Natural Resource Damages. The United States and Gulf States agree that the payments provided under Sections V and VII, together with the payments previously provided under the Framework Agreement, will fully resolve their claims for Natural Resource Damages, whether known or unknown, resulting from the *Deepwater Horizon* Incident.

63. Covenants Concerning Indemnified Parties. The United States and the Gulf States, including any future-designated Natural Resource Trustees, shall not assert claims against any and all Indemnified Parties to the same extent that the United States or Gulf States have covenanted not to sue BPXP and/or BP Entities in Paragraphs 60 and 61, as applicable. For all such Indemnified Parties this covenant excludes penalties, and for Anadarko this covenant also excludes royalties that the United States alleges are owed to DOI on oil from the Macondo Well that was discharged during the *Deepwater Horizon* Incident.

64. Reservations of Rights by the United States and Gulf States. Notwithstanding any other provision of this Consent Decree, the United States and the Gulf States each reserve the following claims against BPXP or any other person:

- a. Claims based on a failure to meet a requirement of the Consent Decree;
- b. Claims based on past, present, or future discharges or releases of oil or a hazardous substance outside the definition of “*Deepwater Horizon* Incident”;
- c. Claims based on any discharge or release of oil or a hazardous substance from the Macondo Well after the Date of Lodging of the Consent Decree; and

d. Claims based on any violation of federal or state law that occurs after the Date of Lodging of the Consent Decree.

65. Additional Reservations of Rights Solely by the United States. Notwithstanding any other provision of this Consent Decree, the United States reserves the following claims against BPXP or any other person:

a. Claims for response or removal costs related to the *Deepwater Horizon* Incident that are incurred on or after July 2, 2015 and have been paid by the OSLTF, provided that where oil is addressed in such a response or removal, the oil is found to be from the Macondo Well based on either: (i) a positive chemical fingerprinting test; or (ii) a preponderance of the evidence, including chemical testing and other factors, taking into consideration any evidence provided by any BP Entity that disputes liability. BPXP and the BP Entities reserve all their rights to assert any factual or legal defenses against claims asserted by the United States under this subparagraph.

b. All subrogated rights under OPA, 33 U.S.C. § 2715, with respect to any claims for damages other than Natural Resource Damages resulting from the *Deepwater Horizon* Incident that are (i) brought by parties other than the United States or any of its agencies, departments, or branches, the Gulf States or any of the Gulf States' agencies, departments, branches, or any Settling Local Entity, and (ii) are paid by the OSLTF after July 2, 2015. The BP Entities reserve all their rights to assert any factual or legal defenses against subrogated claims asserted by the United States under this subparagraph.

66. Data Sharing and Related Agreements Voided. As of the Effective Date of this Consent Decree, any and all Natural Resource Damages assessment agreements related to the

Deepwater Horizon Incident between any Trustee and BPXP, including any commitments in work plans or other formal or informal agreements, written or oral, to (i) provide data, analysis or any other material or information related to the *Deepwater Horizon* Incident natural resource damages assessment or restoration planning or (ii) to share or preserve any tangible things or information, shall be void. Each BP Entity will keep confidential and not make public information as provided under the following data sharing agreements: Sea Turtle Data Sharing Agreement; Marine Mammal Data Sharing Agreement; and the Sea Turtle Carcass Drift Study.

67. Savings Provision. Except as provided in Paragraph 66, other than the Project Stipulations entered into pursuant to the Framework Agreement, these covenants not to sue do not affect rights under any written agreement or settlement, existing as of July 2, 2015 to which any instrumentality of the United States and any of the BP Entities are both a party.

68. BP Entities' Covenants to the United States and the Gulf States. BPXP and the BP Entities each covenant not to sue the United States or any of the Gulf States for, or to maintain in any administrative proceeding, any claim or defense that any of them has asserted in MDL 2179 and any other claims asserted or that could be asserted by any of the BP Entities against the United States and/or the Gulf States arising from the *Deepwater Horizon* Incident, including, but not limited, to claims pursuant to OPA §§ 1007, 1008, 1012, 1013, or 1015(a), 33 U.S.C. §§ 2707, 2708, 2712, 2713, or 2715(a), or before the IBLA, based on transactions or occurrences prior to July 2, 2015.

69. Treatment in Federal Contracts. In their capacities as federal contractors and lessees, each BP Entity agrees not to charge the United States, such as through a “cost plus” contract, for any payments made or costs incurred in connection with U.S. Covered Matters or

State Covered Matters and the Plea Agreement. Nothing in this Paragraph shall require any BP Entity to change its ordinary accounting practice for overhead expenses in contracts that are not “cost plus” contracts.

70. Gulf States’ Covenants to the United States. Each of the Gulf States covenants not to sue or otherwise assert any claims against the OSLTF arising from the *Deepwater Horizon* Incident.

71. Attorney’s Fees and Costs. Except as otherwise ordered by the Court, no Party or BP Entity shall seek from another Party or any BP Entity any costs within the meaning of 28 U.S.C. § 1920 or attorney fees arising from MDL 2179 (including any matters transferred to MDL 2179), State Covered Matters or U.S. Covered Matters.

72. Dismissal of Appeals. Upon the Effective Date of the Consent Decree, BPXP and the United States agree to file with the U.S. Court of Appeals for the Fifth Circuit in appeal docket number 14-31374 a joint stipulation stating that they have settled their dispute regarding the CWA and accordingly that BPXP is no longer seeking Fifth Circuit review of the Court orders at issue in that appeal with respect to the United States, but will continue to seek review of those orders to the extent that those orders relate to any ongoing disputes between the BP Entities and other parties to that appeal and/or in other pending proceedings. The BP Entities also agree that in the remaining appeal they will not assert any legal arguments interpreting the standard for determining gross negligence under the CWA or OPA, provided, however, that nothing in this Paragraph shall be construed to limit the BP Entities’ ability to advance, or respond to, any legal arguments regarding the standard for gross negligence or recklessness under general maritime law.

73. Dismissal of IBLA Appeals. By no later than 15 Days after the Effective Date, BPXP shall withdraw with prejudice its appeals IBLA 2012-50, IBLA 2012-85, and IBLA 2010-0236, and the incidents of noncompliance issued by BSEE on October 12, 2011 and December 7, 2011, as described in Paragraph J, are then fully and finally resolved.

74. Instrumentalities. All references to the Gulf States in this Section XIII and Paragraph 5 shall include each and every of the five Gulf States and, respectively, all State Trustees, all branches, agencies, associations, authorities, boards, bureaus, councils, departments, educational institutions or systems, components, public benefits corporations, or other instrumentalities of any kind, administrators, elected or unelected officials, officers or delegates (other than in their individual capacities), attorneys, or other agents of any kind of each of the Gulf States, provided however that a reference to a Gulf State shall not include counties, parishes, municipalities, or any other local governmental or local political subdivisions authorized by law to perform local governmental functions.

XIV. ADDITIONAL CONDITIONS

75. Resolution of Other Gulf States Claims. This settlement, and the entry of the Consent Decree, are conditioned upon the Settlement Agreement between the Gulf States and BPXP fully and finally resolving the Gulf States' remaining claims arising from the *Deepwater Horizon* Incident being executed and effective.

76. Limitation on Naming Trustees.

a. The Trustees designated by the United States and each of the Gulf States with respect to the *Deepwater Horizon* Incident are set forth in Appendix 1. No Gulf State shall

designate any new Trustee for the purpose of asserting a claim for Natural Resource Damages resulting from the *Deepwater Horizon* Incident.

b. The Trustees will negotiate a revised Memorandum of Understanding among them which will, among other things, reflect USDA and EPA membership in the Trustee Council.

77. Final Judgment. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, each of the Gulf States, BPXP, BPCNA, and BP p.l.c. The Court finds that there is no just reason for delay and therefore the Court enters this Consent Decree as a final judgment under Federal Rules of Civil Procedure 54(b) and 58.

78. Integration. Except as expressly provided in Paragraph 75, this Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, or any representation, inducement, agreement, understanding, or promise, shall constitute any part of this Consent Decree or the settlement it represents.

79. No Admissions.

a. Except as expressly provided in this Consent Decree, nothing in this Consent Decree shall constitute an admission of any fact or law by any Party except for the purpose of enforcing the terms or conditions set forth herein.

b. The Parties agree that Appendix 2 and the PDARP, and any amendments or modifications thereto, shall not constitute an admission of fact or law by BPXP or any BP

Entity. BPXP and the BP Entities reserve their right to object to any statements, data, findings, methods, or calculations in the PDARP or future restoration plans related to the *Deepwater Horizon* Incident, in any proceeding, forum, or matter other than a proceeding to challenge the legal sufficiency or validity of the Consent Decree or the PDARP or any such future plan.

XV. PUBLIC PARTICIPATION

80. Public Comment Procedure. This Consent Decree will be lodged with the Court to allow for a period of not less than 60 Days for public notice and comment using the procedures of 28 C.F.R. § 50.7, 42 U.S.C. § 6973(d), La. R.S. 30:2050.7, and Texas Water Code § 7.110.

81. The United States' and Gulf States' Right to Withdraw Consent. At any time prior to the Effective Date, the United States and each Gulf State may withdraw or withhold consent to the proposed Consent Decree if comments received during the public comment procedure disclose facts or considerations indicating that the proposed Consent Decree or any of its terms is inappropriate, improper, or inadequate.

82. Effect of Withdrawal by the United States or One of the Gulf States. If the United States or any Gulf State withdraws from the proposed Consent Decree, the proposed Consent Decree shall become null and void as to all other Parties.

83. Consent to Entry. BPXP, BPCNA, and BP p.l.c. each consent to entry of the proposed Consent Decree without further notice and agree not to withdraw from or oppose entry of the proposed Consent Decree by the Court or to challenge any provision of the proposed Consent Decree, unless the United States or one of the Gulf States withdraws from the proposed Consent Decree pursuant to Paragraph 81.

XVI. LIMITS AND EFFECTIVE DATE OF CONSENT DECREE

84. Requirement to Comply with Other Law. Nothing in this Decree excuses BPXP from securing any applicable permits or complying with applicable law.

85. Effective Date of Consent Decree. This Consent Decree takes effect upon the Effective Date.

86. Payment Dates. If any payment date provided herein falls on a Saturday, Sunday, or federal holiday, the payment obligation shall extend until the close of business of the next business day.

XVII. MODIFICATION

87. Modification of Consent Decree. The terms of this Consent Decree, including any Appendix other than Appendix 2, may be modified only by a subsequent written agreement signed by all the Parties. Where any such modification constitutes a material change to this Consent Decree, it shall be effective only upon approval by the Court.

88. BP Entities' Consent to Modifications of Appendix 2. The Trustees will provide a period for public comment on the proposed PDARP consistent with OPA regulatory requirements, including 15 C.F.R. § 990.23, and other legal requirements. Revisions to the proposed PDARP that the Trustees, in their discretion, decide to make in response to public comments may require the United States and the Gulf States to make conforming modifications to Appendix 2 to this Consent Decree. The BP Entities consent to modifications to Appendix 2 without further notice.

XVIII. TERMINATION

89. Request for Termination. BPXP may serve upon the United States and each of the Gulf States a request for termination, after BPXP has completed the requirements of Sections IV, V, VI, VII, VIII, IX, X, and XI (including all payments required by those Sections).

90. Motion for Termination. Following receipt by the United States and each of the Gulf States of BPXP's request for termination, the Parties shall confer informally concerning the request and any disagreement that the Parties may have as to whether BPXP has complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the Gulf States, agrees that the Consent Decree may be terminated, the United States and BPXP shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree.

91. Effect of Termination. Any termination of this Consent Decree shall not modify or diminish the Covenants Not to Sue and Reservations set forth in Section XIII, and any related definitions, all of which shall survive any termination of this Consent Decree. Appendix 2 of this Consent Decree also shall survive the termination of this Consent Decree and become a separate, freestanding agreement among the Trustees after such termination.

XIX. NOTICES AND SERVICE OF PROCESS

92. Identification of Recipients for Notices. Unless otherwise specified in this Consent Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows, using both U.S. Mail and electronic mail where such addresses are provided:

As to the United States:

EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-1-1-10026

Sharon D. Smith
Assistant United States Attorney
United States Attorney's Office, E.D. Louisiana
650 Poydras Street, Suite 1600
New Orleans, Louisiana 70130
Fax: (504) 589-4510
Email: sharon.d.smith@usdoj.gov

Director, Water Enforcement Division
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Assistant Administrator, Office of Water
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Chief, Office of Claims and Litigation (CG-LCL)
United States Coast Guard Stop 7213
2703 Martin Luther King Jr. Ave. SE
Washington, DC 20593-7213

Bureau of Safety and Environmental Enforcement
Regional Director
1201 Elmwood Park Blvd.
New Orleans, LA 70125-2394

With a copy to:

Bureau of Safety and Environmental Enforcement
Office of the Director
1849 C Street, NW
Washington, DC 20240

General Counsel
National Oceanic and Atmospheric Administration
U.S. Department of Commerce
1401 Constitution Avenue, N.W.
Washington DC 20230
Fax: 202-482-4893
Phone: 202-482-4080
Attn: Chief, Natural Resources Section

Michele N. Laur
Senior Advisor
USDA, NRCS, Gulf Coast Ecosystem Restoration Team (GCERT)
7578 Old Canton Road
Madison, MS 39110

Primary: 202-579-0585
Secondary: 601-607-3131 ext. 109
Fas: 844-325-7065

As to the State of Alabama:

Governor of Alabama
Attn: BP Litigation
State Capitol
600 Dexter Avenue
Montgomery, AL 36130

Attorney General
Office of the Attorney General
c/o BP Litigation
501 Washington Avenue
Montgomery, AL 36130

Commissioner
Alabama Department of Conservation and Natural Resources
Attn: BP Litigation
64 North Union Street, Room 468
Montgomery, AL 36130

As to the State of Florida:

General Counsel

Florida Department of Environmental Protection
3900 Commonwealth Blvd., M.S. 35
Tallahassee, FL 32399-3000

Deputy General Counsel for Enforcement
Florida Department of Environmental Protection
3900 Commonwealth Blvd., M.S. 35
Tallahassee, FL 32399-3000

General Counsel
Florida Fish & Wildlife Conservation Commission
620 South Meridian St.
Tallahassee, FL 32399-1600

Office of Attorney General
State of Florida
107 W. Gaines St
Tallahassee, FL 32301-2301

As to the State of Louisiana:

Office of Attorney General
State of Louisiana
Attn: Section Chief - Environmental
State of Louisiana
P.O. Box 94005
Baton Rouge, LA 70804-9005

1885 N. Third Street
6th Floor
Baton Rouge, LA 70802-5159

And

Executive Director
Louisiana Coastal Protection and Restoration Authority
P.O. Box 44027
Baton Rouge, LA 70804-4027

450 Laurel Street
Suite 1501
Baton Rouge, LA 70801

As to the State of Mississippi:

The Honorable Jim Hood
Attorney General State of Mississippi
Post Office Box 220
Jackson, MS 39205

As to the State of Texas:

Chief, Environmental Protection Division
(Attn: Thomas Edwards, AAG and Jane Atwood, AAG)
Office of the Attorney General (MC-066)
P.O. Box 12548
Austin, TX 78711-2548

Wm. P. Clements State Office Building
300 W. 15th St., Floor 10
Austin, TX 78701-1649

Phone: (512) 463-2012
Email: Thomas.Edwards@TexasAttorneyGeneral.gov and
Jane.Atwood@TexasAttorneyGeneral.gov

As to BPXP:

BP Exploration & Production Inc.
501 Westlake Park Boulevard
Houston, Texas 77079
Attention: U.S. Company Secretary

with copies to each of the following:

BP Exploration & Production Inc.
501 Westlake Park Boulevard
Houston, Texas 77079
Attention: Gulf of Mexico, Regional President

BP America
501 Westlake Park Boulevard
Houston, Texas 77079
Attention: U.S. General Counsel

As to BPCNA:

BP Corporation North America Inc.
501 Westlake Park Boulevard
Houston, Texas 77079
Attention: Company Secretary

with copies to each of the following:

BP Corporation North America Inc.
501 Westlake Park Boulevard
Houston, Texas 77079
Attention: President

BP America
501 Westlake Park Boulevard
Houston, Texas 77079
Attention: U.S. General Counsel

As to BP p.l.c.:

BP p.l.c.
1 St James's Square
London, SW1Y 4PD
United Kingdom
Attention: Company Secretary

with copies to each of the following:

BP p.l.c.
1 St James's Square,
London, SW1Y 4PD
United Kingdom
Attention: Group General Counsel

BP America
501 Westlake Park Boulevard
Houston, Texas 77079
Attention: U.S. General Counsel

93. Change of Recipients for Notices. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

94. Date of Service. Notices submitted pursuant to this Section shall be deemed served or submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

95. Acceptance of Service of Process. The Parties agree to accept service of process as by delivery at the addresses specified in Paragraph 92 or in accordance with Paragraph 93 with respect to all matters arising under or relating to this Consent Decree.

XX. SIGNATURES

96. Authority of Signatories. Each of the undersigned representatives certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree, to execute this Consent Decree, and to legally bind to this Consent Decree the Party, affiliate or entity he or she represents.

97. Counterparts. This Consent Decree may be executed in counterparts, and its validity shall not be challenged on that basis.

98. Electronic and Facsimile Signatures. For purposes of this Consent Decree a signature page that is transmitted electronically (*e.g.*, by facsimile or e-mailed “PDF”) shall have the same effect as an original.

IT IS SO ORDERED:

Dated and entered in New Orleans, Louisiana, this _____ day of _____,
2016.

HONORABLE CARL J. BARBIER
UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

EXECUTED by:

BPXP

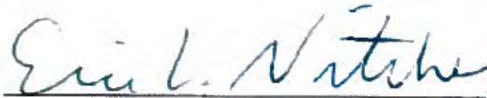
Date: 9-28-2015



Brian D. Israel
ARNOLD & PORTER LLP
601 Massachusetts Avenue, NW
Washington, DC 20001

BPCNA

Date: 9-28-2015



Eric L. Nitcher
Assistant General Counsel, BPCNA
501 Westlake Park Blvd
Houston, Texas 77079

BP p.l.c.

Date: 9-28-2015




Daryl A. Libow
SULLIVAN & CROMWELL LLP
1700 New York Avenue, NW
Washington, DC 20006

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

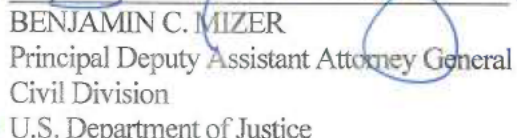
FOR THE UNITED STATES:

OCT 01 2015
Date: _____



JOHN C. CRUDEN
Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice

OCT 01 2015
Date: _____

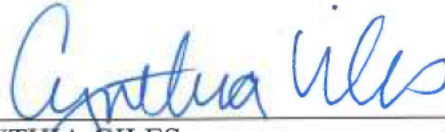


BENJAMIN C. MIZER
Principal Deputy Assistant Attorney General
Civil Division
U.S. Department of Justice

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

9/17/15



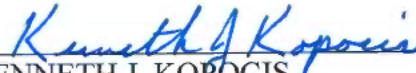
CYNTHIA GILES

Assistant Administrator

Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

Date:

9/17/15



KENNETH J. KOPOCIS

Deputy Assistant Administrator

Office of Water

Designated Natural Resource Trustee Official
United States Environmental Protection Agency

Date:

Sep 17, 2015



JOHN FOGARTY

Associate Director

Office of Civil Enforcement

United States Environmental Protection Agency

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

9.18.15



ANN MILLS

Deputy Under Secretary for Natural Resources &
Environment
U.S. Department of Agriculture

Date:

JEFFREY PRIETO

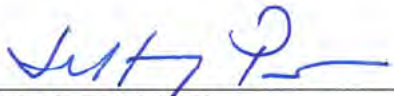
General Counsel
U.S. Department of Agriculture

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date: _____

ANN MILLS
Deputy Under Secretary for Natural Resources &
Environment
U.S. Department of Agriculture

Date: 9/18/15



JEFFREY PRIETO
General Counsel
U.S. Department of Agriculture

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi and Texas in Deepwater Horizon MDL 2179 (E.D. La).

Date: 9/21/15



STEVAN E. BUNNELL

General Counsel

U.S. Department of Homeland Security

Date: 9/21/15




STEVEN D. POULIN

Rear Admiral, U.S. Coast Guard

Judge Advocate General


THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date: 09/17/15


HILARY TOMPKINS
Solicitor
Department of the Interior

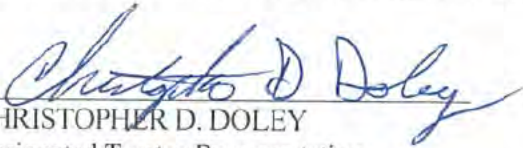
THE UNDERSIGNED PARTY enters into this Consent Decree among BXPX, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date: 9-21-2015



LOIS J. SCHIFFER
General Counsel
National Oceanic and Atmospheric Administration

Date: 9-21-2015



CHRISTOPHER D. DOLEY
Designated Trustee Representative
National Oceanic and Atmospheric Administration

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP p.l.c., the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

9/14/2015

A handwritten signature in black ink that reads "Robert Bentley". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline that extends below the printed name.

ROBERT BENTLEY

Governor

State of Alabama

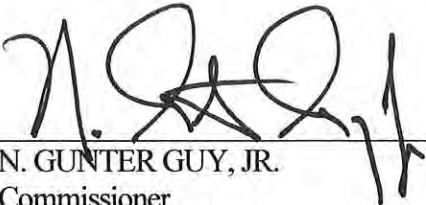
THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP p.l.c., the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date: 9-14-15

Luther Strange
LUTHER STRANGE
Attorney General
State of Alabama

THE UNDERSIGNED PARTIES enter into this Consent Decree among BPXP, BPCNA, BP p.l.c., the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).


Date: 9/14/15



N. GUNTER GUY, JR.

Commissioner
Alabama Department of Conservation and Natural
Resources

Date: 9/14/15



DR. BERRY H. "NICK" TEW, JR.

State Geologist
Geological Survey of Alabama

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

9/15/2015




RICK SCOTT
Governor
State of Florida

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

9/15/15

A handwritten signature in black ink, appearing to read "Pam Bondi", written over a horizontal line.

PAM BOND
Attorney General
State of Florida


THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date: 9/15/15



JON STEVERSON
Secretary
Florida Department of Environmental Protection

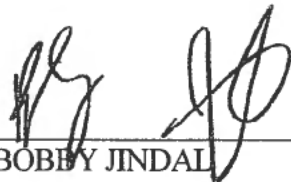
Date: 9/15/15



EUGENE "NICK" WILEY
Executive Director
Florida Fish and Wildlife Conservation Commission

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date: September 15, 2015

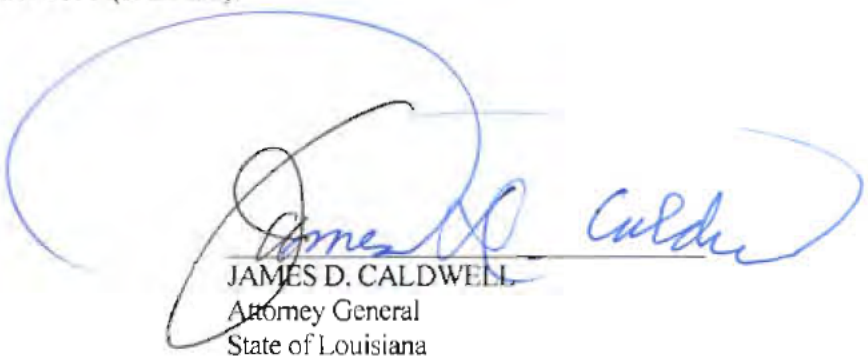


BOBBY JINDAL
Governor
State of Louisiana

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

9/16/15



JAMES D. CALDWELL

Attorney General
State of Louisiana

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

9/16/15



Kyle Graham
Executive Director, Louisiana Coastal Protection and Restoration Authority
State of Louisiana

Date:

Brian Wynne
Director, Louisiana Oil Spill Coordinator's Office
State of Louisiana

Date:

Peggy Hatch
Secretary, Louisiana Department of Environmental Quality
State of Louisiana

Date:

Robert Barham
Secretary, Louisiana Department of Wildlife and Fisheries
State of Louisiana

Date:

9/16/2015 

Stephen Chustz
Secretary, Louisiana Department of Natural Resources
State of Louisiana

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date: _____

Kyle Graham
Executive Director, Louisiana Coastal Protection and Restoration Authority
State of Louisiana

Date: 9/16/15

Brian Wynne

Brian Wynne
Director, Louisiana Oil Spill Coordinator's Office
State of Louisiana

Date: 9/16/15

Peggy M. Hatch

Peggy Hatch
Secretary, Louisiana Department of Environmental Quality
State of Louisiana

Date: 9/16/15

Robert Barham

Robert Barham
Secretary, Louisiana Department of Wildlife and Fisheries
State of Louisiana

Date: _____

Stephen Chustz
Secretary, Louisiana Department of Natural Resources
State of Louisiana

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

Sept. 17, 2015

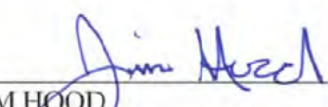
A large, stylized handwritten signature in black ink, appearing to read "Phil Bryant". The signature is written over a horizontal line.

PHIL BRYANT
Governor
State of Mississippi

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date:

9/15/2015

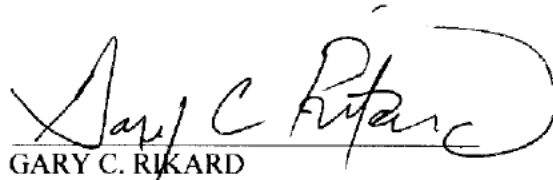


JIM HOOD
Attorney General
State of Mississippi

THE UNDERSIGNED PARTY enters into this Consent Decree among BPXP, BPCNA, BP plc, the United States, and the States of Alabama, Florida, Louisiana, Mississippi, and Texas in Deepwater Horizon MDL 2179 (E.D. La.).

Date

9/15/2015

A handwritten signature in black ink, appearing to read "Gary C. Rikard", written over a horizontal line.

GARY C. RIKARD

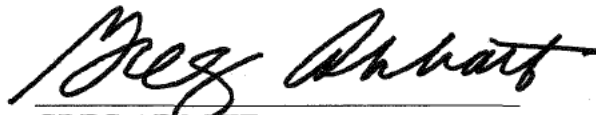
Mississippi Department of Environmental Quality
Executive Director

P.O. Box 2261

Jackson, Mississippi 39225-2261

WE HEREBY CONSENT to the entry of the Consent Decree between BPXP, BPCNA, BP p.l.c., the United States, and the Gulf States in MDL 2179.

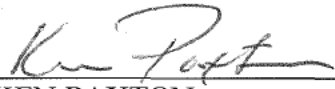
Date: 9/14/15

A handwritten signature in black ink, appearing to read "Greg Abbott", written over a horizontal line.

GREG ABBOTT
Governor
State of Texas

WE HEREBY CONSENT to the entry of the Consent Decree between BPXP, BPCNA, BP p.l.c., the United States, and the Gulf States in MDL 2179.


Date: 9/15/15



KEN PAXTON
Attorney General
State of Texas

WE HEREBY CONSENT to the entry of the Consent Decree between BPXP, BPCNA, BP p.l.c., the United States, and the Gulf States in MDL 2179.

TEXAS GENERAL LAND OFFICE
Natural Resource Trustee

By: 
Anne Idsal, Chief Clerk
Texas General Land Office

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Natural Resource Trustee

By: _____
Richard Hyde, Executive Director
Texas Commission on Environmental Quality

TEXAS PARKS AND WILDLIFE DEPARTMENT
Natural Resource Trustee

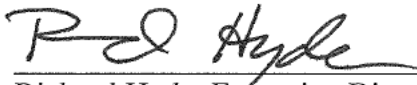
By: _____
Carter Smith, Executive Director
Texas Parks and Wildlife Department

WE HEREBY CONSENT to the entry of the Consent Decree between BPXP, BPCNA, BP p.l.c., the United States, and the Gulf States in MDL 2179.

TEXAS GENERAL LAND OFFICE
Natural Resource Trustee

By: _____
Anne Idsal, Chief Clerk
Texas General Land Office

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Natural Resource Trustee

By:  _____
Richard Hyde, Executive Director
Texas Commission on Environmental Quality

TEXAS PARKS AND WILDLIFE DEPARTMENT
Natural Resource Trustee

By: _____
Carter Smith, Executive Director
Texas Parks and Wildlife Department

WE HEREBY CONSENT to the entry of the Consent Decree between BPXP, BPCNA, BP p.l.c., the United States, and the Gulf States in MDL 2179.

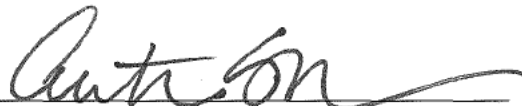
TEXAS GENERAL LAND OFFICE
Natural Resource Trustee

By: _____
Anne Idsal, Chief Clerk
Texas General Land Office

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Natural Resource Trustee

By: _____
Richard Hyde, Executive Director
Texas Commission on Environmental Quality

TEXAS PARKS AND WILDLIFE DEPARTMENT
Natural Resource Trustee

By:  _____
Carter Smith, Executive Director
Texas Parks and Wildlife Department

Appendix 1: List of Designated Natural Resource Damages Trustees

Alabama:

Commissioner, Alabama Department of Conservation and Natural Resources
Alabama State Geologist

Florida:

Secretary, Florida Department of Environmental Protection
Executive Director, Florida Fish and Wildlife Conservation Commission

Louisiana:

Director, Louisiana Oil Spill Coordinator's Office
Executive Director, Louisiana Coastal Protection and Restoration Authority
Secretary, Louisiana Department of Natural Resources
Secretary, Louisiana Department of Environmental Quality
Secretary, Louisiana Department of Wildlife and Fisheries

Mississippi:

Executive Director, Mississippi Department of Environmental Quality

Texas:

Texas Parks and Wildlife Department
Texas General Land Office
Texas Commission on Environmental Quality

United States of America:

Secretary of Commerce
Secretary of the Interior
Secretary of Agriculture
Secretary of Defense
Administrator of Environmental Protection Agency

Appendix 2: Agreement Among the United States and the Gulf States Relating to Natural Resource Restoration

Restoration to be performed through this Appendix 2 addresses the following **Restoration Goals**, which also were identified in the Gulf Coast Ecosystem Restoration Task Force Strategy (December 2011): Restore and Conserve Habitat; Restore Water Quality; Replenish and Protect Living Coastal and Marine Resources; Enhance Community Resiliency (Provide and Enhance Recreational Opportunities); and Provide for Monitoring, Research, and Adaptive Management. The restoration work and terms specified in this Appendix 2 are in conjunction with a Programmatic Restoration Plan that will be adopted by the Trustees prior to entry of this Consent Decree.

SECTION 1: MONEY AVAILABLE FOR RESTORATION PROJECTS

Monies available for restoration consist of all payments by BPXP to the Trustees for natural resource damages (hereafter, “**NRD Monies**”). **NRD Monies** include NRD payments by BPXP required by Paragraphs 15, 16, and 21 and the \$1 billion made available by BPXP under the Framework Agreement, the unspent portion of which is paid to the Trustees pursuant to Paragraph 17.

SECTION 2: ALLOCATION OF NRD MONIES TO RESTORATION AREAS AND TYPES OF RESTORATION ACTIVITIES

The restoration work addressed by this Appendix 2 will be performed by the Trustees, acting through the Trustee Council, using best available science. The Trustees will use **NRD Monies** for their restoration activities. The restoration work to be done by the Trustees shall be consistent with a Programmatic Restoration Plan adopted by the Trustees. The Programmatic Restoration Plan shall set forth, among other things, how the proposed restoration will address the injuries to natural resources caused by the *Deepwater Horizon* Incident.

2.1. NRD Monies received from BPXP shall be allocated among the following Restoration Areas:

- 2.1.1. “**Open Ocean**” consists of restoration activities for resources primarily in the ocean and Federal Trustee administrative and preliminary planning activities across **Restoration Areas**.
- 2.1.2. “**Region-wide**” consists of categories of restoration projects that will benefit resources across the Gulf. It also contains funding for Gulf-wide needs such as monitoring, research, oversight, and planning.

- 2.1.3. “**Restoration in Alabama**” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Alabama.
- 2.1.4. “**Restoration in Florida**” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Florida.
- 2.1.5. “**Restoration in Louisiana**” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Louisiana.
- 2.1.6. “**Restoration in Mississippi**” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Mississippi.
- 2.1.7. “**Restoration in Texas**” consists of restoration activities to benefit resources within the geographic jurisdiction of the State of Texas.
- 2.1.8. “**Adaptive Management & Unknown Conditions Restoration**” consists of restoration activities funded by BPXP’s additional payments for unknown conditions and adaptive management that are in addition to the \$7.1 billion on the NRD payment schedule.

- 2.2. For each **Restoration Area**, the **Restoration Area Amount** shall be the amount of **NRD Monies** to be made available to that **Restoration Area**. The **Restoration Area Amounts** for each **Restoration Area** are:

<u>Restoration Area</u>	<u>Restoration Area Amounts</u>
Region-Wide	\$ 349,851,678
Open Ocean	\$1,240,697,916
Restoration in Alabama	\$ 295,589,305
Restoration in Florida	\$ 680,152,643
Restoration in Louisiana	\$5,000,000,000
Restoration in Mississippi	\$ 295,557,000
Restoration in Texas	\$ 238,151,458
Adaptive Mgmt. & Unknown Conditions Restoration	up to \$ 700,000,000
TOTAL:	\$8,800,000,000

2.3. Distribution of NRD Payments.

- 2.3.1. Early Restoration Payments. Early Restoration Framework Agreement monies paid by BPXP after entry of the Consent Decree pursuant to Paragraph 17 will be distributed to NRDAR sub-accounts for the Restoration Areas as follows:

2.3.1.1. Agreed-upon projects. For early restoration projects previously approved in a stipulation or a term sheet, funding for those projects will be distributed to the Restoration Area to which the project pertains. A listing of previously approved early restoration projects for each Restoration Area is in Table 2.

2.3.1.2. The remaining early restoration NRD Monies that BPXP must pay within 30 days of the Effective Date will be distributed so that the total early restoration funding distributed to each **Restoration Area** equals the **Total Early Restoration Distribution** shown in the following table:

Restoration Area	Total Early Restoration Distribution
Region-wide	\$34,079,283
Open Ocean	\$76,700,409
Restoration in Alabama	\$129,027,405
Restoration in Florida	\$149,878,130
Restoration in Louisiana	\$371,437,300
Restoration in Mississippi	\$131,000,000
Restoration in Texas	\$107,877,473
Adaptive Mgmt. & Unknown Conditions Restoration	\$0
TOTAL:	\$1,000,000,000

2.3.1.3. The accrued interest paid by BPXP pursuant to Paragraph 17 will be distributed to the NRDAR sub-account for the Region-wide **Restoration Area**.

2.3.2. Distribution of the NRD payments on NRD Payment schedule in Paragraph 16. Beginning one year after entry of the Consent Decree, BPXP will make a series of payments pursuant to Paragraph 16 for NRD totaling \$7.1 billion (not including interest and an additional payment for unknown conditions and adaptive management). Those payments will be distributed each year to NRDAR sub-accounts for each of the seven Restoration Areas in the amounts shown on Appendix 2 Table 3. Within each **Restoration Area**, the distributed funds will be allocated proportionate to the **Restoration Type** amounts in Table 1, taking into account early restoration project allocations. The **Trustee Implementation Group** for each **Restoration Area** may agree on a different allocation of funds to the **Restoration Types**, consistent with fully funding all of the **Restoration Type** allocations over the life of the payment schedule.

2.3.3. Distribution of Payments for Unknown Conditions and Adaptive Management. NRD payments received pursuant to Paragraph 21 will be distributed to the

Adaptive Management & Unknown Conditions Restoration NRDAR sub-account.

- 2.4. The chart attached as Table 1 specifies the **Restoration Types** on which the Trustees shall expend **NRD Monies** from each **Restoration Area**, subject to the process for revisions in Section 3.6.
- 2.5. The rows in Table 1 identify **Restoration Types** organized by **Restoration Goals**.
- 2.6. For each **Restoration Type**, Table 1 identifies the amount of **NRD Monies** to be spent on restoration projects of that **Restoration Type** for each **Restoration Area**, subject to the process for revisions in Section 3.6.
- 2.7. **NRD Monies** in each **Restoration Area** not dedicated to a particular **Restoration Type** in Table 1 will be spent on restoration projects as determined by the **Trustee Implementation Group** (defined in Section 3 below) for that **Restoration Area**. It is anticipated that adaptive management will be used to implement restoration projects, and NRD Monies dedicated to any Restoration Type also may be used for that purpose.

SECTION 3: TRUSTEE DECISION-MAKING

- 3.1. A **Trustee Implementation Group** will administer **NRD Monies** for each **Restoration Area**. Each **Trustee Implementation Group** shall develop, select, and implement restoration projects using **NRD Monies** available for its **Restoration Area**.
- 3.2. The **Trustee Implementation Groups** shall be constituted for each **Restoration Area** as follows:
 - 3.2.1. **Restoration in Alabama**: the Federal Trustees and the natural resource Trustees for the State of Alabama.
 - 3.2.2. **Restoration in Florida**: the Federal Trustees and the natural resource Trustees for the State of Florida.
 - 3.2.3. **Restoration in Louisiana**: the Federal Trustees and the natural resource Trustees for the State of Louisiana.
 - 3.2.4. **Restoration in Mississippi**: the Federal Trustees and the natural resource Trustee for the State of Mississippi.
 - 3.2.5. **Restoration in Texas**: the Federal Trustees and the natural resource Trustees for the State of Texas.

3.2.6. **Region-wide:** all State and Federal Trustees.

3.2.7. **Open Ocean:** the Federal Trustees.

3.2.8. **Adaptive Management & Unknown Conditions Restoration:** all State and Federal Trustees.

3.3. Developing, selecting, and implementing projects. Each **Trustee Implementation Group** shall develop procedures for developing projects, in accordance with the OPA regulations and other applicable requirements.

3.3.1. Each **Trustee Implementation Group** shall develop, select, and implement projects on a consensus basis. For the five **Trustee Implementation Groups** for each of the five Gulf States, consensus requires that a proposed restoration action be supported by both the United States (as decided by the federal Trustees as a group) and the State (as decided by the State trustees as a group). The Federal Trustees will develop a Memorandum of Understanding (MOU) setting forth an approach and procedures pursuant to which the Federal Trustees will speak with a single voice on decisions made by the five **Trustee Implementation Groups** for each of the five Gulf States; the State Trustees for each State will develop a Memorandum of Understanding (MOU) setting forth an approach and procedures pursuant to which the State Trustees will speak with a single voice on decisions made by the five **Trustee Implementation Groups** for each of the five Gulf States. For the full Trustee Council and the **Trustee Implementation Groups** for the Region-wide and Adaptive Management and Unknown Conditions **Restoration Areas**, consensus requires that a proposed restoration action be supported by all non-abstaining Federal Trustees and all non-abstaining Gulf States (as decided for each Gulf State by the State trustees as a group). For the Open Ocean **Restoration Area**, consensus requires that a proposed restoration action be supported by all non-abstaining Federal Trustees.

3.3.2. The process of developing, selecting, and implementing restoration projects will require **Trustee Implementation Groups** to regularly develop, propose, and decide upon restoration plans, pursuant to the applicable OPA regulations. Those regulations require an opportunity for public review and comment on proposed restoration plans. Many restoration plans for specific projects will not require modifications to the Programmatic Restoration Plan; however, some restoration decisions may require modifications to the Programmatic Restoration Plan.

3.4. At any point in the development, selection, or implementation of a restoration project, the applicable **Trustee Implementation Group** may designate a lead implementing

Trustee for that project. As appropriate, different Trustees may be designated as lead for different portions of a project. All decision-making will be as set forth in Paragraphs 3.1, 3.2, and 3.3.

- 3.5. Project Modification and Replacement. If construction or implementation is terminated on a project selected by a **Trustee Implementation Group**, the funds that would have been spent on that project remain dedicated to the same **Restoration Type** within the same **Restoration Area**. The applicable **Trustee Implementation Group** must then select another project(s). With regard to approved early restoration projects, decisions regarding project modifications, selection and implementation of any replacement project(s), and the use of any unexpended early restoration project funds shall be made by the appropriate **Trustee Implementation Group** for that project.
- 3.6. Changes to the amount of funding to be spent on a **Restoration Type** within a **Restoration Area** may be made after the **Trustee Implementation Group** proposes a revised restoration plan, which is subject to public review and comment pursuant to the OPA regulations, but only with the consensus (as defined in Section 3.3.1) of the Trustees in the **Trustee Implementation Group** for that **Restoration Area**. Any such changes will follow the applicable OPA requirements for changes to a restoration plan. In addition, any modifications to shift funding designated for one **Restoration Goal** to another **Restoration Goal** may be made only with the consensus (as defined in Section 3.3.1) of the Trustees in the **Trustee Implementation Group(s)** affected, and only with court approval, through a motion to the court setting forth the basis for the requested change.
- 3.7. Should there be an unresolved dispute about a substantial matter in one of the five Trustee Implementation Groups for the Gulf States, a trustee in that group may seek guidance from the full Trustee Council through a non-binding, non-voting Executive Session discussion.
- 3.8. Changes of less than \$50,000 to the amount of funding to be spent on a **Restoration Type** within a **Restoration Area** are not changes to the restoration plan and do not require either (1) public review and comment or (2) court approval before the change is put into effect. Public notice of such a change is required.
- 3.9. The Trustees shall revise their Memorandum of Understanding for operation of the Trustee Council in accordance with this Consent Decree.

SECTION 4: GENERAL PROVISIONS

- 4.1. Standard Operating Procedures. The Trustee Council will develop standard operating procedures (SOP) for the long-term management, implementation, and administration

of settlement funds. The SOP will include, but not be limited to: a) Trustee Council structure and management; b) decision-making and delegation of authority; c) funding; d) administrative procedures; e) project reporting; f) conflict resolution; g) consultation opportunities among the Trustees; and h) administrative accounting, and independent auditing systems for use by each Trustee Implementation Group. The independent financial audits shall be conducted on a regular basis with respect to funds disbursed to each Trustee Implementation Group as specified in the SOP, and shall include, but shall not be limited to, review of accounting policies and procedures for holding and tracking disbursed funds and review of actual expenditures disbursed for restoration activities. The results of these independent audits shall be made available to the public. In selecting and implementing projects, including the administration of **NRD Monies**, each **Trustee Implementation Group** will conform to the Standard Operating Procedures set by the Trustee Council.

4.2. Administration of Restoration Funds.

4.2.1. **NRD Monies** paid pursuant to this Consent Decree shall be deposited into a Natural Resource Damage Assessment and Restoration (NRDAR) account, managed by the Department of the Interior (DOI) for the Deepwater Horizon Oil Spill. Sub-accounts for each **Restoration Area** shall be created to fund the work in that **Restoration Area**. Disbursements from an account shall be made upon application by all Trustees in the appropriate **Trustee Implementation Group** to the appropriate NRDAR account or sub-account.

4.2.2. Each **Trustee Implementation Group** shall implement the administrative and accounting systems for funds disbursed from the applicable NRDAR account or sub-account.

4.3. No BP role. BP Entities had no role in the negotiation of Appendix 2, including Tables 1-3. BP Entities shall have no role in deciding how restoration monies are spent or in other decisions concerning restoration. BP Entities shall not challenge or object to any actions or analyses conducted by the Trustees, or on behalf of the Trustees, relating to developing, selecting, or implementing restoration work.

Appendix 2 Table 1: Natural Resource Damages Final Allocation

Restoration Goals and Restoration Types	Unknown Conditions	Region-wide	Open Ocean	Restoration in Alabama	Restoration in Florida	Restoration in Louisiana	Restoration in Mississippi	Restoration in Texas
1. Restore and Conserve Habitat Wetlands, Coastal and Nearshore Habitats				65,000,000	5,000,000	4,009,062,700	55,500,000	100,000,000
Habitat projects on Federally Managed Lands				3,000,000	17,500,000	50,000,000	5,000,000	
Early Restoration (thru phase IV)				28,110,000	15,629,367	259,625,700	80,000,000	
2. Restore Water Quality Nutrient reduction (nonpoint source)				5,000,000	35,000,000	20,000,000	27,500,000	22,500,000
Water Quality (e.g. stormwater treatments, hydrologic restoration, reduction of sedimentation, etc.)					300,000,000			
3. Replenish and Protect Living Coastal and Marine Resources								
Fish and Water Column Invertebrates			380,000,000					
Early Restoration Fish			20,000,000					
Sturgeon			15,000,000					
Sea Turtles		60,000,000	55,000,000	5,500,000	20,000,000	10,000,000	5,000,000	7,500,000
Early Restoration Turtles		29,256,165						19,965,000
SAV						22,000,000		
Marine Mammals		19,000,000	55,000,000	5,000,000	5,000,000	50,000,000	10,000,000	
Birds		70,400,000	70,000,000	30,000,000	40,000,000	148,500,000	25,000,000	20,000,000
Early Restoration Birds		1,823,100		145,000	2,835,000	71,937,300		20,603,770
Mesophotic Reefs & Deep Benthic Habitats			273,300,000					
Oysters		64,372,413		10,000,000	20,000,000	26,000,000	20,000,000	22,500,000
Early Restoration Oyster				3,329,000	5,370,596	14,874,300	13,600,000	
4. Provide and Enhance Recreational Opportunities								
Early Restoration of Recreational Loss			22,397,916	25,000,000	63,274,513	38,000,000	5,000,000	18,582,688
5. Monitoring, Adaptive Management, Administrative Oversight								
Monitoring and Adaptive Management		65,000,000	200,000,000	10,000,000	10,000,000	225,000,000	7,500,000	2,500,000
Administrative Oversight and Comprehensive Planning		40,000,000	150,000,000	20,000,000	20,000,000	33,000,000	22,500,000	4,000,000
Adaptive Management NRD Payment for Unknown Conditions	700,000,000							
TOTAL NRD FUNDING	\$700,000,000	\$349,851,678	\$1,240,697,916	\$295,589,305	\$680,152,643	\$5,000,000,000	\$295,557,000	\$238,151,458

Appendix 2 Table 2: Early Restoration Projects for each Restoration Area

(Note: Dollar amounts for each early restoration project are estimates. Actual payments received for each early restoration project will be determined after receipt of the final early restoration payment pursuant to Paragraph 17.)

Region-wide	
Sea turtles (Eco) (TX, DOI, & NOAA)	\$25,035,000
Sea Turtles Total	\$25,035,000
FL Avian Breeding Habitat (Eco)* (FL & DOI)	\$1,823,118
Birds Total	\$1,823,118
Restoring the Night Sky, turtle (Eco) (AL, FL, & DOI)	\$725,000
Restoring the Night Sky, turtle (Eco) (AL, FL, & DOI)	\$3,496,165
Sea Turtles Total	\$4,221,165

**Region-wide ER
Total** **\$31,079,283**

Open Ocean	
Bike & Ped Lane, GUIS MS (RU)	\$6,996,751
Bon Secour NWR Trail, AL (RU)	\$545,110
Beach Enhancement G.I. National Seashore (RU)	\$10,836,055
Gulf Islands National Seashore Ferry Project (RU)	\$4,020,000
Rec Loss Restoration Total	\$22,397,916
Pelagic Long Line (Eco)	\$20,000,000
Fish and Water Column Invertebrates Total	\$20,000,000

**Opean Ocean ER
Total** **\$42,397,916**

Restoration in Alabama	
Gulf State Park (RU)	\$85,505,305
Rec Loss Restoration Total	\$85,505,305
AL Marsh (Eco)*	\$11,280,000
AL Living Shoreline (Eco) (AL & NOAA)	\$5,000,080
AL Dune (Eco)*	\$1,480,000
AL Shell Belt & Coden Belt Roads LS (Eco)	\$8,050,000
AL Point aux Pinx LS (Eco)	\$2,300,000
Wetlands and Coastal Habitats	\$28,110,080
AL Oyster Cultch (Eco)	\$3,239,485
Oyster Total	\$3,239,485
Restoring the Night Sky, turtle (Eco) (AL, FL, & DOI)	\$100,000
AL Osprey Nests (Eco)	\$45,000
Birds Total	\$145,000

**Restoration in
Alabama ER Total** **\$116,999,870**

Restoration in Florida	
Bob Sikes Pier Parking and Trail Restoration (RU)	\$1,023,990
Perdido Key State Park Boardwalk Improvements (RU)	\$588,500
Shell Point Beach Nourishment (RU)	\$882,750
Big Lagoon State Park Boat Ramp Improvements (RU)	\$1,483,020
Phase I Boat Ramp (RU)*	\$5,067,255
Scallop Enhancement (RU)	\$2,890,250
Artificial Reef (RU)	\$11,463,587
Fish Hatchery (RU)	\$18,793,500
Strategic Boat Access Along FL coast (RU)	\$3,248,340
Walton Cty Boardwalks & Dune Crossovers (RU)	\$386,291
Gulf Cty Rec Projects (RU)	\$2,118,600
Bald Point State Park Rec Areas (RU)	\$470,800
Enhancement of Franklin Cty Parks & Boat Ramps (RU)	\$1,771,385
Apalachicola River Wildlife & Environ Area Fishing Access (RU)	\$262,989
Navarre Beach Park Gulfside Walkover Complex (RU)	\$1,221,847
Navarre Beach Park Coastal Access (RU)	\$614,630
Gulf Breeze Wayside Park Boat Ramp (RU)	\$309,669
Developing Enhanced Rec Opportunities Escibano Point (RU)	\$2,576,365
Norriego Point Restoration & Rec Project (RU)	\$10,228,130

Restoration in Louisiana	
Fish Hatchery (RU)	\$22,000,000
Rec Loss Restoration Total	\$22,000,000
Barrier Island Projects (Eco) (LA, DOI, & NOAA)	\$49,925,700
Lake Hermitage (Eco)***	\$13,200,000
LA Barrier Island (Eco) (LA, DOI, & NOAA)	\$32,500,000
LA Barrier Island Projects (Eco)	\$164,000,000
Wetlands and Coastal Habitats	\$259,625,700
Oyster Cultch (Eco)***	\$14,874,300
Oyster Total	\$14,874,300
LA Breton Island Component (Eco)	\$36,000,000
Breton Island Component (Eco) (LA, DOI, & NOAA)	\$35,937,300
Birds Total	\$71,937,300

**Restoration in
Louisiana ER Total** **\$368,437,300**

Restoration in Mississippi	
Pascagoula Beach Promenade (RU)	\$3,800,000
Popp's Ferry Causeway Park Project (RU)	\$4,757,000
INFINITY Science Center (RU)	\$10,400,000
Rec Loss Restoration Total	\$18,957,000
Living Shoreline (Eco) (MS & NOAA)	\$35,000,000
Phase IV Living Shoreline (Eco)	\$30,000,000
MS Living Shoreline (Eco) (MS & NOAA)	\$15,000,000
Wetlands and Coastal Habitats	\$80,000,000
Oyster Cultch (Eco)*	\$11,000,000
Artificial Reef (Eco)*	\$2,600,000
Oyster Total	\$13,600,000

**Restoration in
Mississippi ER Total** **\$112,557,000**

Restoration in Texas	
Sea Rim State Park (RU)	\$210,100
Galveston State Park (RU)	\$10,745,060
Artificial Reef (mid/upper coast option) (RU)	\$1,919,765
Artificial Reef (Freeport) (RU)	\$2,155,365
Artificial Reef (Matagorda) (RU)	\$3,552,398
Rec Loss Restoration Total	\$18,582,688
Sea turtles (Eco) (TX, DOI, & NOAA)	\$15,087,527
Sea turtles (Eco) (TX, DOI, & NOAA)	\$4,877,473
Sea Turtles Total	\$19,965,000
Bird Rookery Islands (Eco)	\$20,603,770
Birds Total	\$20,603,770

**Restoration in
Texas ER Total** **\$59,151,458**

Restoration in Florida	
Deer Lake State Park Development (RU)	\$588,500
City of Parker-Oak Shore Drive Pier (RU)	\$993,649
Panama City Marina Fishing Pier, Boat Ramp & Docks (RU)	\$2,000,000
Wakulla Marshes Sands Park Improvements (RU)	\$1,500,000
NW FL Estuarine Habitat Restoration, Protect & Edu (RU)	\$4,643,547
\$300M FL - Coastal Access (RU)	\$45,415,573
Lost Rec Use Total	\$120,543,167
Phase I Dune (Pensacola Beach) Restoration (Eco)**	\$585,898
FL Pensacola Beach Living Shoreline (Eco) (FL & NOAA)	\$8,090,468
Cat Point Living Shoreline (Eco)	\$775,605
Dune (Perdido Key) Dune Restoration (Eco)	\$611,234
Living Shoreline (Eco) (FL & NOAA)	\$2,737,595
Florida Seagrass Recovery (Eco)	\$2,691,867
Seagrass Recovery GUIS FL (Eco)	\$136,700
Wetlands and Coastal Habitats	\$15,629,367
Avian Breeding Habitat (Eco)* (FL & DOI)	\$2,835,000
Birds Total	\$2,835,000
FL Oyster Cultch Placement(Eco)	\$5,370,596
Oysters Total	\$5,370,596

Restoration in Florida ER Total	\$144,378,130
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Appendix 2 Table 3: Distribution of Paragraph 16 NRD Payments to Restoration Area Sub-Accounts

Payment Date	Assumed Year	Total Payment Amount	Region-wide	Open Ocean	Restoration in Alabama	Restoration in Florida	Restoration in Louisiana	Restoration in Mississippi	Restoration in Texas
Anniversary of the Effective Date	2017	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2018	\$244,827,586	\$10,888,704	\$40,137,845	\$5,743,514	\$18,285,328	\$159,605,610	\$5,674,379	\$4,492,206
Anniversary of the Effective Date	2019	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2020	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2021	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2022	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2023	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2024	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2025	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2026	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2027	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2028	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2029	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2030	\$489,655,172	\$21,777,406	\$80,275,690	\$11,487,028	\$36,570,656	\$319,211,220	\$11,348,759	\$8,984,413
Anniversary of the Effective Date	2031	\$489,655,178	\$21,777,413	\$80,275,692	\$11,487,022	\$36,570,657	\$319,211,230	\$11,348,754	\$8,984,410
TOTALS:		\$7,100,000,000	\$315,772,395	\$1,163,997,507	\$166,561,900	\$530,274,513	\$4,628,562,700	\$164,557,000	\$130,273,985

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Appendix 3: Indemnified Parties

Airborne Support Inc.
Airborne Support International Inc.
Alaska Clean Seas, Inc.
Anadarko Exploration & Production LP
Anadarko E&P Company LP
Anadarko Petroleum Corporation
Art Catering, Inc.
Cameron Corporation
Cameron International Corporation
Cameron International Corporation f/k/a Cooper Cameron Corporation
Cameron International Corporation d/b/a/ Cameron Systems Corporation
Crowder Gulf Disaster Recovery
Court Supervised Settlement Program in MDL 2179 and its Administrators, Employees, and Agents
Deepwater Horizon Oil Spill Trust, Trustees and Employees
Det Norske Veritas (DNV)
Dril-Quip, Inc.
DRC Emergency Services, Inc.
DRC Marine, LLC
Dynamic Aviation
Kenneth Feinberg
Feinberg Rozen LLP
Fluor Corporation
Gulf Coast Claims Facility, Administrators, Employees, and Agents
Halliburton Company
Halliburton Energy Services, Inc.
International Air Response
LLOG Exploration Offshore, L.L.C.
LLOG Bluewater, LLC
LLOG Bluewater Holdings, L.L.C.
Lloyd's Syndicate 1036 and other Lloyd's Syndicates named as defendants in MDL 2179
Lynden Companies
Marine Spill Response Corporation
Mitsui & Co., Ltd.
Mitsui & Co. (U.S.A.), Inc.
Mitsui Oil Exploration Co., Ltd.
Ministry of Economy, Trade and Industry of the Government of Japan
M-I Drilling Fluids L.L.C.
M-I, LLC a/k/a M-I Swaco
MOEX Offshore 2007 LLC
MOEX USA Corporation

Moran Environmental Recovery
Nalco Company
NALCO Holding Company
National Response Corporation
O'Brien's Response Management
Oceaneering International, Inc.
Parsons Commercial Technology Group, Inc.
QBE Marine & Energy Syndicate 1036
QBE Underwriting Ltd.
Schlumberger, Ltd.
SEACOR Marine
SEACOR Holdings, Inc.
SEACOR Offshore LLC
Sperry Drilling Services Inc. f/k/a Sperry Sun Drilling Services
The Response Group, LLC
Tidewater Inc.
Tidewater Marine, LLC
Transocean Deepwater, Inc.
Transocean Holdings, LLC
Transocean, Inc.
Transocean, Ltd.
Transocean Offshore Deepwater Drilling, Inc.
Triton Asset Leasing GmbH
Weatherford International, Inc.
Weatherford U.S. L.P.
Witt O'Brien's
Worley Catastrophe Services LLC
Worley Companies Inc.

Appendix 4: Administrative Agreement



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the matter of:)	
)	
)	
BP p.l.c.	)	EPA Case No. 12-0295-00
BP America, Inc.	)	EPA Case No. 12-0295-02
BP Exploration and Production Inc.	)	EPA Case No. 12-0295-05
BP Products North America, Inc.	)	EPA Case No. 12-0295-06
BP Exploration (Alaska), Inc.	)	EPA Case No. 12-0295-19

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

ADMINISTRATIVE AGREEMENT

I. INTRODUCTION

This Administrative Agreement ("Agreement") is made between the United States Environmental Protection Agency ("EPA"), acting as lead federal agency, and: BP p.l.c.; BP America, Inc. ("BPA"); BP Exploration and Production Inc. ("BPXP"); BP Products North America, Inc. ("BPPNA"); BP Exploration (Alaska), Inc. ("BPXA"); and other BP Group Entities as set forth herein. For purposes of this Agreement, unless otherwise stated herein, BP Group Entities groupings are designated as set forth in Section II below, and the provisions of this Agreement specifically applicable to these respective groupings are set forth in Section IV herein.

This Agreement resolves all administrative matters relating to suspension and debarment and statutory disqualification, and any suspension and debarment matter based on affiliation or imputation, arising from:

- A. BPXP's January 29, 2013 conviction for violating the Clean Water Act ("CWA"), eleven (11) counts of Seaman's Manslaughter, violating the Migratory Bird Treaty Act ("MBTA") and Obstruction of Congress;
- B. BP p.l.c.'s December 10, 2012 Securities Exchange Commission ("SEC") Judgment Order;
- C. BPXA's November 29, 2007 conviction for violating the CWA; and
- D. BPPNA's March 12, 2009 conviction for violating the Clean Air Act ("CAA").

II. DEFINITIONS

AGENTS. Shall mean any person(s) as defined by 2 C.F.R. § 180.985, who act(s) on behalf of or who is authorized by a BP Covered Entity to commit the BP Covered Entity in a business transaction in the United States (“U.S.”).

AFFILIATES. As defined in 2 C.F.R. § 180.905, an Affiliate to BP p.l.c. is any entity that directly or indirectly controls or is controlled, or has the power to control or be controlled by BP p.l.c. In addition, an Affiliate to BP p.l.c. is any entity that is controlled by the same third party as BP p.l.c. Indicia of control include, but are not limited to: (a) interlocking management or ownership; (b) identity of interests among family members; (c) shared facilities and equipment; (d) common use of employees; or (e) a business entity which has been organized following the exclusion of a person which has the same or similar management, ownership or principal employees as the excluded person. Affiliates shall not include joint ventures.

ARM’S LENGTH TRANSACTION. Shall mean a bona fide transaction between a purchaser and a seller, each acting independently and having no Affiliate relationship with a BP Group Entity. Both parties in the transaction are acting in their own self-interest and are not subject to any duress from the other party.

BP GROUP ENTITIES. Shall be used as the generic title for BP p.l.c. and the entirety of Affiliates, subsidiaries, operations, etc. ultimately overseen by BP p.l.c.

BP AFFILIATES WITH FOREIGN BUSINESS. Shall mean a BP Group Entity that is not currently a Respondent or Group US Business but that enters into or is currently a party to a contract with or award by the U.S. under (a) a Federal Government procurement, or (b) nonprocurement transaction in excess of five hundred thousand dollars (\$500,000.00), the performance of which will occur outside the U.S. during the term of this Agreement.

BP COVERED ENTITIES. Shall mean Respondents, Group US Businesses, Covered Affiliates and BP Affiliates with Foreign Business.

BP SENIOR LEVEL LEADER. Shall mean BP Covered Entity Employees at Level “F” and above.

BP’S AUTHORIZED REPRESENTATIVE(S). Shall mean the primary contact(s) for BP Covered Entities for the purpose of this Agreement. That person(s) is listed at paragraph 31 of Section XII (General Provisions) herein. All matters involving this Agreement shall be coordinated through this person(s), including but not limited to questions, requests and other communications.

BPXP/BPXA ENTITIES. For the purposes of Section IX (Process Safety), BPXP/BPXA Entities shall mean BPXP, BPXA and any Affiliates participating in activities in the waters of the U.S.

CONTRACTOR. Shall mean any individual or other legal entity, other than an Employee of a BP Covered Entity or Contract Personnel, with whom a BP Covered Entity has a primary mutually binding legal relationship or contract to conduct business or provide goods or services in the U.S., or to conduct business or provide goods or services on projects under Federal Government procurement or nonprocurement awards worldwide. Contractors shall not be considered Contract Personnel.

CONTRACT PERSONNEL. Shall mean administrative staff of an organization other than a BP Covered Entity (who is thus subject to that organization's salary and benefits structure), provided that organization sells the employee's services to a BP Covered Entity on a project or time basis.

COVERED AFFILIATES. Shall mean: BP America Production Company; BP Corporation North America Inc.; BP Oil International Limited; Air BP Limited; BP Marine Limited; BP West Coast Products LLC; BP Singapore; BP Australia PTY Limited; BP Marine Global Investments Salah Company LLC; BP Energy Company; Atlantic Richfield Company; BP Amoco Chemical Company; BP Company North America Inc.; Standard Oil; BP International Limited; BP Marine Americas; IGI Resources, Inc.; Castrol Marine Americas; BP Alternative Energy; and BP Pipelines (Alaska), Inc.

EMPLOYEES. Shall mean any natural person hired directly by a BP Covered Entity in an employer-employee relationship (and thus subject to the BP Covered Entity's salary and benefits structure) to provide labor or services to the BP Covered Entity. The term includes temporary, full-time or part-time employees who meet the criteria of the preceding sentence, and "Principal," as defined below.

EPA AUTHORIZED REPRESENTATIVE(S). Shall mean the EPA official(s) who is the primary EPA contact(s) for the purpose of this Agreement. That person(s) is listed at paragraph 31 of Section XII (General Provisions) herein. All matters involving this Agreement shall be coordinated through this person(s), including but not limited to questions, submittals and other communications.

EPA INDEPENDENT AUDITOR. Shall mean the auditor responsible for reviewing and reporting on the BP Covered Entities' compliance with this Agreement. Specific duties and responsibilities of the EPA Independent Auditor, and the BP Covered Entities' obligations with respect to the EPA Independent Auditor, are further set forth herein.

ETHICS MONITOR. Shall mean the "Ethics Monitor" set forth in Exhibit B of the January 29, 2013 Plea Agreement in *United States v. BP Exploration and Production, Inc.*, 2:12-CR-00292-SSV-DEK (E.D. La.). Specific duties and requirements of the Ethics Monitor and obligations are set forth in the Remedial Order and in this Agreement.

FEDERAL GOVERNMENT. Shall mean any department, agency, division or independent establishment of the Executive Branch of the federal government of the U.S.

GOVERNMENT ENTITY(IES). Shall mean all U.S. federal, state, commonwealth, territory and local governments, including the governments of the District of Columbia, the Commonwealth of Puerto Rico and other U.S. territories or possessions.

GROUP US BUSINESSES. Shall mean BPA and its affiliates, or any successors of BPA and its affiliates, to the extent that their operations are in the U.S. or the waters of the U.S., as well as other BP Group Entities to the extent that they, during the term of this Agreement, conduct substantial operations in the U.S. or waters of the U.S.

GROUP US EMPLOYEES. Shall mean all Employees of Group US Businesses who perform duties in the U.S., including any Employees seconded to joint ventures in the U.S.

PERIOD OF TIME. The number of days referenced in this Agreement shall be calculated by calendar days, inclusive of all weekdays, weekends and holidays.

PRINCIPAL. Shall be defined as set forth in 2 C.F.R. § 180.995 and 48 C.F.R. § 2.101(b). The term Principal includes BP Covered Entities' BP Senior Level Leaders.

PROCESS SAFETY MONITOR. Shall mean the "Process Safety Monitor" set forth in Exhibit B of the January 29, 2013 Plea Agreement in *United States v. BP Exploration and Production, Inc.*, 2:12-CR-00292-SSV-DEK (E.D. La.). Specific duties and requirements of the Process Safety Monitor are set forth in the Remedial Order.

RESPONDENTS. Shall mean BP p.l.c., BPA, BPXP, BPPNA and BPXA.

THIRD-PARTY AUDITOR. Shall mean the "Third-Party Auditor" set forth in Exhibit B of the January 29, 2013 Plea Agreement in *United States v. BP Exploration and Production, Inc.*, 2:12-CR-00292-SSV-DEK (E.D. La.). Specific duties and requirements of the Third-Party Auditor are set forth in the April 19, 2013 Implementation Plan.

US RESPONDENTS. Shall mean BPA, BPXP, BPPNA and BPXA.

III. RECITALS

A. Prudhoe Bay, Alaska

1. On or about October 24, 2007, the U.S. Attorney for the District of Alaska filed a Criminal Information in the U.S. District Court for the District of Alaska charging BPXA with one (1) count of violating the CWA in connection with two (2) 2006 oil spills. **See Attachment 1 (Information, U.S. v. BP Exploration (Alaska), Inc.).**

2. On or about October 25, 2007, BPXA entered into a Plea Agreement ("Alaska Plea Agreement") with the U.S. Attorney for the District of Alaska, under which BPXA was required to:

- a. Plead guilty to the aforementioned CWA charge;

- b. Pay a fine, restitution and community service payment totaling \$20 million; and
- c. Serve a three-year term of probation.

See Attachment 2 (Plea Agreement, U.S. v. BP Exploration (Alaska)).

3. On or about November 29, 2007, the U.S. District Court for the District of Alaska entered judgment against BPXA according to the terms of the Alaska Plea Agreement. ***See Attachment 3 (Judgment, U.S. v. BP Exploration (Alaska)).***

4. On or about February 26, 2008, the EPA Suspension and Debarment Official (“EPA SDO”) issued a Notice of Statutory Disqualification to BPXA based on BPXA’s November 29, 2007 conviction for violating the CWA (Violating Facility – Prudhoe Bay, Alaska Facility). ***See Attachment 4 (February 26, 2008 Notice of Statutory Disqualification).***

5. On or about December 27, 2011, BPXA completed its term of probation under the Alaska Plea Agreement and fulfilled its obligations thereunder. ***See Attachment 5 (District Court Opinion).***

B. Texas City, Texas

1. On October 22, 2007, the U.S. Attorney for the Southern District of Texas filed a Criminal Information in the U.S. District Court for the Southern District of Texas (Houston Division) charging BPPNA with one (1) felony count of violating the CAA in connection with the March 23, 2005 release and explosion at BPPNA’s Texas City, Texas refinery (“Texas City Refinery”). ***See Attachment 6 (Information, U.S. v. BP Products North America, Inc.).***

2. On March 12, 2009, BPPNA entered into a Plea Agreement (“Texas Plea Agreement”) with the U.S. Attorney for the Southern District of Texas, under which BPPNA was required to:

- a. Plead guilty to the aforementioned CAA charge;
- b. Pay a fine of \$50 million; and
- c. Serve a three year term of probation, during which it would comply with the terms of a Settlement Agreement executed between BPPNA and the U.S. Occupational Health and Safety Administration (“OSHA”).

See Attachment 7 (Plea Agreement, U.S. v. BP Products North America, Inc.).

3. On March 12, 2009, the U.S. District Court for the Southern District of Texas (Houston Division) issued a Memorandum and Order accepting the Texas Plea Agreement and entering judgment against BPPNA according to the terms of that Agreement. ***See Attachment 8***

(Memorandum and Order, *U.S. v. BP Products North America, Inc.*); see also Attachment 9 (Judgment, *U.S. v. BP Products North America, Inc.*).

4. On or about March 20, 2009, the EPA SDO issued a Notice of Statutory Disqualification to BPPNA based on BPPNA's March 12, 2009 conviction for violating the CAA (Violating Facility – Texas City, Texas Refinery). **See Attachment 10 (March 20, 2009 Notice of Statutory Disqualification).**

5. On or about March 12, 2012, BPPNA completed its term of probation under the Texas Plea Agreement. **See Attachment 11 (Termination of supervision letter).**

6. On or about February 1, 2013, BPPNA sold the Texas City Refinery to Marathon Petroleum Corporation. **See Attachment 12 (Texas City Refinery Sale Notice).**

C. *Deepwater Horizon*

1. On or about April 20, 2010, the Macondo Well which was being temporarily abandoned by the *Deepwater Horizon* blew out. The blowout resulted in multiple explosions and the release of oil into the Gulf of Mexico. On or about July 16, 2012, the BP Group Entities submitted a Present Responsibility Presentation to the EPA SDO ("July 16, 2012 PRP"). **See Attachment 13 (BP July 2012 Present Responsibility Submission).**

2. On November 14, 2012, the Federal Government filed a Superseding Indictment in the U.S. District Court for the Eastern District of Louisiana, charging both Robert Kaluza and Donald Vidrine with eleven (11) counts of Involuntary Manslaughter, eleven (11) counts of Seaman's Manslaughter and one (1) count of violating the CWA. **See Attachment 14 (Superseding Indictment, *U.S. v. Robert Kaluza and Donald Vidrine*).**

3. On November 14, 2012, the U.S. Department of Justice ("DOJ") filed an Indictment in the U.S. District Court for the Eastern District of Louisiana charging David Rainey with one (1) count of Obstruction of Congress and one (1) count of making False Statements. **See Attachment 15 (Indictment, *U.S. v. David Rainey*).**

4. On November 15, 2012, the U.S. Attorney for the Eastern District of Louisiana and the Assistant Attorney General for the Criminal Division of DOJ filed a Plea Agreement and Information in the U.S. District Court for the Eastern District of Louisiana, charging BPXP with eleven (11) counts of Seaman's Manslaughter, one (1) count of violating the CWA, one (1) count of violating the MBTA and one (1) count of Obstruction of Congress in connection with the April 20, 2010 *Deepwater Horizon* explosion, oil spill and response. **See Attachment 16 (November 15, 2012 Plea Agreement and Information).**

5. On November 23, 2012, the EPA Suspension and Debarment Division ("EPA SDD") submitted a November 23, 2012 Revised Action Referral Memorandum ("ARM") to the EPA SDO recommending that all Respondents and Covered Affiliates—except for Castrol Marine Americas, BP Alternative Energy and BP Pipelines Alaska—be suspended. The November 23, 2012 ARM is attached hereto. **See Attachment 17 (Revised ARM re: BP).**

6. On November 28, 2012, the EPA SDO issued a Notice of Suspension to all Respondents and Covered Affiliates—except for Castrol Marine Americas, BP Alternative Energy and BP Pipelines Alaska—based, in part, on criminal charges filed against BPXP on November 15, 2012. **See Attachment 18 (Notice of Suspension re: BP).**

7. On December 10, 2012, the U.S. District Court for the Eastern District of Louisiana entered a civil “Final Judgment as to Defendant, BP p.l.c.” **See Attachment 19 (SEC Final Judgment Order).**

8. On January 4, 2013, in response to EPA SDD’s January 4, 2013 Supplemental ARM, the EPA SDO issued a Notice of Suspension to Castrol Marine Americas. **See Attachment 20 (Supplemental ARM re: Castrol Marine Americas).**

9. On January 29, 2013, the U.S. District Court for the Eastern District of Louisiana accepted the Plea Agreement between the U.S. and BPXP, and BPXP was convicted of eleven (11) counts of Seaman’s Manslaughter, one (1) count of violating the CWA, one (1) count of violating the MBTA and one (1) count of Obstruction of Congress. **See Attachment 21 (Judgment, U.S. v. BP Exploration and Production, Inc.); see also Attachment 22 (April 19, 2013 Implementation Plan).**

10. On February 1, 2013, the EPA SDO issued a Notice of Statutory Disqualification to BPXP based on BPXP’s January 29, 2013 conviction for violating the CWA. **See Attachment 23 (February 1, 2013 Notice of Statutory Disqualification).**

11. On February 15, 2013, the Respondents and Covered Affiliates submitted their opposition to the November 28, 2012 Notice of Suspension and the EPA SDO’s February 1, 2013 Notice of Statutory Disqualification. **See Attachment 24 (BP’s February 15, 2013 Presentation of Matters in Opposition).**

12. On July 19, 2013, after additional submissions were made by the parties, the EPA SDO issued his decision continuing the suspensions. **See Attachment 25 (EPA SDO’s July 19, 2013 Written Decision).**

13. On August 12, 2013, Respondents and Covered Affiliates filed a Complaint for Declaratory and Injunctive Relief in the U.S. District Court for the Southern District of Texas in which Respondents and Covered Affiliates challenge EPA’s November 28, 2012 and January 4, 2013 suspension actions and EPA’s February 1, 2013 statutory disqualification action. **See Attachment 26 (BP’s August 12, 2013 Complaint).**

14. On November 22, 2013, EPA SDD submitted a second Revised Action Referral Memorandum and Exhibits (collectively, “November 22, 2013 ARM”) to the EPA SDO recommending the continued suspension and proposed debarment of Respondents and Covered Affiliates. **See Attachment 27 (November 22, 2013 ARM).**

15. On November 26, 2013, the EPA SDO issued a Notice of Continued Suspension and Proposed Debarment to Respondents and Covered Affiliates. **See Attachment 28 (November 26, 2013 Notice of Continued Suspension).**

NOW WHEREFORE,

Recognizing the information described above is grounds for debarment as it raises issues concerning the BP Covered Entities' present responsibility as Federal Government contractors, and nonprocurement transaction participants;

ensuring the integrity of procurement and nonprocurement programs of the EPA and other federal agencies; and

resolving all issues of discretionary and statutory suspension and debarment pursuant to 48 C.F.R. Subpart 9.4 and 2 C.F.R. Part 180, 33 U.S.C. §1368(a), and 42 U.S.C. §7606(a) that arise from said criminal convictions;

BP Covered Entities agree as follows:

IV. SCOPE AND APPLICATION

1. Role of BP p.l.c. To the extent expressly set forth in the following enumerated paragraphs, paragraph 2 of Section V (Compliance with Other Agreements); paragraphs 1-3, 5A, 5C, 7C, 10A, 11 and 14 of Section VII (Ethics & Compliance); Section VIII (Corporate Governance); paragraph 8 of Section IX (Process Safety); Section X (BP Covered Entities' Annual Reports); and all paragraphs of Section XII (General Provisions) except paragraphs 6 and 12, apply to BP p.l.c. In addition to the specific obligations set forth in this Agreement for BP p.l.c., BP p.l.c., as guarantor of this Agreement, shall: (a) irrevocably guarantee that, in the event of any failure of the BP Covered Entities to meet their obligations under this Agreement, BP p.l.c. will cause the BP Covered Entities to meet such obligations; (b) irrevocably commit that it will comply, and will cause each of the BP Covered Entities to comply, with the terms of this Agreement; and (c) consent to the jurisdiction of the U.S. courts solely for purposes of resolving issues with this Agreement.

2. Role of Group US Businesses. Except for those obligations in this Agreement that are specifically assigned or limited to other BP Covered Entities, such as certain provisions under Section VIII (Corporate Governance) and Section IX (Process Safety), the provisions of this Agreement apply to Group US Businesses and Group US Employees.

3. Role of BP Affiliates With Foreign Business. Provisions set forth at paragraphs 5A, 5C, 8A, 8C and 11 of Section VII (Ethics & Compliance) of this Agreement, and all paragraphs of Section XII (General Provisions), except paragraphs 6 and 12, apply to BP Affiliates with Foreign Business and to the Employees of the particular BP Affiliate with Foreign Business to the extent expressly set forth in those enumerated paragraphs.

4. Election of BP Affiliates With Foreign Business. A BP Affiliate with Foreign Business that is also a Covered Affiliate that determines not to implement the terms of this Agreement applicable to BP Affiliates with Foreign Business shall send written notice to the EPA Authorized Representative(s) and the BP Authorized Representative(s) within ninety (90) days of the Effective Date of this Agreement, and to the EPA Independent Auditor upon retention. Upon such notice, the BP Affiliate with Foreign Business shall forego participating in covered procurement or nonprocurement transactions with the Federal Government during the term of this Agreement, and shall promptly enter into a voluntary exclusion agreement in the form attached as Attachment 29. The terms and obligations of this Agreement shall no longer apply to the BP Affiliate with Foreign Business and such entity shall not be considered a party to this Agreement.

5. Election of BP Group Entities to Become BP Affiliates with Foreign Business. A BP Group Entity which is not currently a BP Covered Entity but which enters into a contract with or award by the U.S. under (a) a Federal Government procurement transaction, or (b) Federal Government nonprocurement transaction in excess of five hundred thousand dollars (\$500,000.00), the performance of which will occur outside the U.S. during the term of this Agreement, shall become a BP Affiliate with Foreign Business upon the effective date of the contract. Any such entity shall send written notice to the EPA Authorized Representative(s), the EPA Independent Auditor and the BP Authorized Representative(s) by electronic mail and certified mail or equivalent within sixty (60) days of entering into such contract. The written notice shall be signed by an authorized BP Group Entity officer stating that the BP Group Entity has a copy of this Agreement and agrees to be bound by it. Such notice shall become an addendum to this Agreement.

V. COMPLIANCE WITH OTHER AGREEMENTS

1. COMPLIANCE WITH THE TERMS OF PROBATION

BPXP shall comply in full with the terms and conditions of probation (“Terms of Probation”) imposed upon it by the U.S. District Court for the Eastern District of Louisiana at sentencing in the matter of *United States v. BP Exploration and Production, Inc.*, 2:12-CR-00292-SSV-DEK (E.D. La.), and entered by the Court on January 29, 2013. The Terms of Probation address deepwater drilling operations, process safety, Ethics & Compliance and other matters as set forth in the Remedial Order (Exhibit B of the Plea Agreement), and the Implementation Plan, as approved by DOJ and the Probation Officer as of April 19, 2013. Unless modified by the Court, the period of probation extends for five (5) years after entry of the Remedial Order. The Plea Agreement, Remedial Order, Implementation Plan and Judgment in the Criminal Case are attached hereto and hereby incorporated by reference as if restated in full.

- A. The Remedial Order and Implementation Plan are applicable to BPXP, and its affiliates, controlled directly or indirectly by BP p.l.c., that participate in deepwater drilling operations in the Gulf of Mexico, whether such entity is in existence now or in the future.
- B. Compliance with the Implementation Plan’s provisions is a special condition of

BPXP's probation. As set forth in the Remedial Order and Implementation Plan, BPXP is required to provide prompt notice to the Probation Officer and DOJ of its failure to comply with any of the provisions of the Implementation Plan, including meeting any of the interim milestones, and to submit a proposal for corrective action. As specified in the Implementation Plan, failure to comply with the Implementation Plan may be grounds for the revocation or modification of BPXP's probation. (See Implementation Plan, Non-compliance, Paragraph G.)

- C. BPXP shall implement those final recommendations or corrective action plans (after any dispute resolution process) resulting from the work of the Ethics Monitor, Process Safety Monitor or Third-Party Auditor under the Remedial Order, and progress on the implementation of any such recommendations or corrective action plans shall be reported pursuant to the Remedial Order.
- D. BPXP shall submit to the EPA Authorized Representative(s) and EPA Independent Auditor any correspondence BPXP is required to submit to the U.S. as described in the DOJ-approved Implementation Plan, including prompt notice of non-compliance with the Implementation Plan and its proposal for corrective action.
- E. BPXP shall notify the EPA Authorized Representative(s) and EPA Independent Auditor within ten (10) days of BPXP's discovery of any violation of the Terms of Probation or the Implementation Plan as well as any failure to comply with the Terms of Probation, Remedial Order or Implementation Plan identified by the Third-Party Auditor, Process Safety Monitor or Ethics Monitor that may lead to a Court finding of a violation of Probation.
- F. BPXP's violation of the Terms of Probation, as determined by the District Court, may constitute a breach of this Agreement. Revocation of BPXP's probation by the District Court shall constitute a material breach of this Agreement.
- G. No terms of this Agreement are meant to conflict with the Terms of Probation as required by the Plea Agreement. To the extent that any requirements of this Agreement conflict with the Terms of Probation as required by the Plea Agreement, BPXP shall provide notice to the EPA Authorized Representative(s) and the EPA Independent Auditor of such conflict, and the Terms of Probation shall take precedence over and preempt the requirements of this Agreement.

2. COMPLIANCE WITH THE SEC JUDGMENT ORDER

BP p.l.c. shall comply in full with the terms and conditions of the SEC Judgment Order entered by the U.S. District Court for the Eastern District of Louisiana on December 10, 2012 in the matter of *Securities Exchange Commission v. BP p.l.c.*, 2:12-cv-2774-CJB-SS (E.D. La.). The SEC Judgment Order and all attachments or exhibits to that document are attached hereto and hereby incorporated by reference as if restated in full.

- A. BP p.l.c. shall notify the EPA Authorized Representative(s) within ten (10) days of BP p.l.c.'s discovery of any violation of the terms and conditions of the SEC Judgment Order.
- B. BP p.l.c. shall submit to the EPA Authorized Representative(s) and the EPA Independent Auditor any correspondence BP p.l.c. is required to submit pursuant to the SEC Judgment Order in accordance with the schedules set forth in those documents.
- C. BP p.l.c.'s violation of the terms and conditions of the SEC Judgment Order, as determined by the SEC, may constitute a breach of this Agreement.

VI. COORDINATION WITH PLEA AGREEMENT MONITORS

- 1. BPXP shall provide the EPA Independent Auditor and the EPA Authorized Representative(s) with the reports of the Ethics Monitor and Process Safety Monitor under the Remedial Order within ten (10) days of receipt.
- 2. The EPA Independent Auditor shall submit all of the EPA Independent Auditor's written reports pursuant to the terms of this Agreement to the Ethics Monitor, the Third-Party Auditor (for informational purposes) and the Process Safety Monitor.
- 3. BPXP shall provide the Third-Party Auditor reports to the EPA Authorized Representative(s) within ten (10) days of receipt.

VII. ETHICS & COMPLIANCE

- 1. **ETHICS & COMPLIANCE PROGRAM(S).** BP p.l.c. shall continue to maintain an independent Ethics & Compliance function (not reporting to the operating businesses) to support the operating businesses and the BP Covered Entities as described in the following paragraphs.

In addition to the duties set forth under the Remedial Order, the Ethics Monitor shall have the duties set forth in this Paragraph. The Ethics Monitor shall review the programs set forth in this Section VII (Ethics & Compliance) and in paragraphs 1C, 2A and 2D of Section VIII (Corporate Governance), in accordance with the schedule set forth in the Ethics Monitor's work plan pursuant to the Remedial Order. Provided that the Ethics Monitor completes three (3) complete cycles of review during the period of this Agreement, the Ethics Monitor may exercise its discretion to make modifications to the schedule and work plans, as appropriate. The Ethics Monitor shall review, and may make recommendations for improvement with respect to, the programs set forth in the Ethics & Compliance and Corporate Governance terms identified in this paragraph and their implementation by BP p.l.c. and/or specific Group US Businesses. to the extent that such terms of this Agreement apply to BP p.l.c. and/or Group US Businesses. The Ethics Monitor may provide that certain recommendations apply only to a specific Group US Business or shall be phased in throughout Group US Businesses in an orderly manner. The Ethics Monitor shall continue to report, based on the Remedial Order review schedule, to the EPA Authorized Representative(s), the EPA Independent Auditor and BP's Authorized

Representative(s) on the status of improvements.

Upon each review, the Ethics Monitor shall prepare a written report to document the review along with any recommended or required improvements to the programs set forth in the Ethics & Compliance and Corporate Governance terms identified in this paragraph and their implementation within the applicable Group US Businesses. The report shall clearly designate which recommendations are made pursuant to the Remedial Order and which are made pursuant to this Agreement. The Ethics Monitor shall submit these reports to the EPA Authorized Representative(s), the EPA Independent Auditor and BP's Authorized Representative(s).

BPA shall cause to be implemented those final recommendations (after any dispute resolution process) resulting from the work of the Ethics Monitor under this Agreement. To the extent that BPA disputes any recommendation of the Ethics Monitor, BPA shall notify the Ethics Monitor in writing within thirty (30) days of receiving the report, and BPA and the Ethics Monitor shall meet in good faith to attempt to resolve the dispute. If the dispute cannot be resolved within forty-five (45) days after BPA provides written notice to the Ethics Monitor, BPA shall inform the EPA Authorized Representative(s) in writing, and EPA shall determine whether the recommendation shall be implemented.

2. AUDITING ETHICS & COMPLIANCE. BP p.l.c. shall conduct internal and/or commissioned external audits of Group US Businesses to be conducted with respect to key Ethics & Compliance risks each year. Audits may address one or more elements of Ethics & Compliance programs in place to meet the objectives of the BP Code of Conduct ("Code" or "Code of Conduct"), including compliance, risk assessment, internal controls or other topics. The results and/or findings of these audits shall be provided to the Group Ethics & Compliance Officer ("GE&CO"), the EPA Authorized Representative(s), the EPA Independent Auditor, the Ethics Monitor and the BP Authorized Representative(s) within ten (10) days of issuance, along with any recommendations and timelines for improvement or necessary remedial action.

3. SCHEDULE OF AUDITS. Beginning in the last quarter of 2014 calendar year, BP p.l.c. shall provide the EPA Independent Auditor, the Ethics Monitor and the EPA Authorized Representative(s) with a schedule of all formal internal and commissioned external audits planned for Group US Businesses for the calendar year pursuant to paragraph 2 of Section VII (Ethics & Compliance). The schedule of audits shall include a description of the audit, the name and contact information of any lead external auditor and, when applicable, dates or proposed dates of the audits. BP p.l.c. may modify the schedule during the course of the year.

4. ETHICS & COMPLIANCE STAFFING. The Ethics Monitor may review and make recommendations regarding general Ethics & Compliance staffing levels and resources within the Group US Businesses.

5. BP CODE OF CONDUCT.

A. BP p.l.c. shall maintain a Code of Conduct for BP Covered Entities to:

1. Provide rules and/or guidance for compliance in areas such as Health, Safety, Security and the Environment (“HSSE”); conflicts of interest; competition; trade restrictions; export controls; money laundering; and bribery and corruption.
2. Include or reference guidance to assist Employees in making proper decisions when faced with difficult situations involving Ethics or Compliance.
3. Specify that Employees are obligated to report discovery of any violations or potential violations of the Code or legal requirements. In support of this obligation, the Code shall also outline other channels available for raising concerns, including the OpenTalk program.
4. Include a zero tolerance statement against any form of retaliation against Employees or Contractors who raise good faith concerns regarding compliance, safety and/or ethics.

B. Code of Conduct Certification

1. BPA shall continue to implement MyPlan or its equivalent system.¹ BPA shall ensure that MyPlan (or equivalent) is designed so that Group US Employees who use MyPlan (or equivalent) shall submit annual certifications of their compliance with the Code by the end of the first quarter of the following calendar year. At a minimum, beginning in calendar year 2015, the Code of Conduct certification shall state that the Group US Employee has in the prior calendar year: adhered to the Code of Conduct; reported compliance concerns or exceptions through available reporting channels; and been advised about, or was aware of, the OpenTalk program. The system shall be designed so that:
 - a. Beginning with certifications for the calendar year 2014, Group US Employees who use MyPlan (or equivalent) shall be required to certify annually through MyPlan that they are familiar with the Code of Conduct and have complied with the Code, except for breaches that he or she has reported.
 - b. Group US Employees using MyPlan (or equivalent) who are hired on or after July 1, 2014 shall certify, no later than the first completed cycle of MyPlan that they have read the Code and agree to abide by it.

¹ MyPlan is a performance evaluation system generally used by Group US Employees, components of which include certifications and performance priorities. Certifications for calendar year 2013 were completed in early 2014. The calendar year 2014 cycle will be completed in early 2015.

2. Beginning with certifications for calendar year 2014, BPA shall require Group US Business and function Senior Level Leaders who use MyPlan (or equivalent) and who have direct reports who are Group US Employees to certify as part of the review under MyPlan (or equivalent) that they have discussed with their teams as part of the My Plan review:
 - a. The content and application of the Code.
 - b. Encouragement to report potential Code violations and other Ethics & Compliance concerns through OpenTalk and other reporting programs.
 - c. Instructions on the use of OpenTalk and other reporting programs.
 - d. That BPA may take disciplinary action, including discharge, for any violation of law, regulation or the Code of Conduct.
 - e. An explanation of the non-retaliation policy or statement.

C. Enforcement

1. BP Covered Entities shall continue to apply sanctions for Employees found to have breached the Code. Such sanctions may include: oral or written warnings; loss of variable compensation; dismissal and referral to appropriate authorities for civil or criminal proceedings; or other appropriate actions, depending on the nature of the breach.
2. BPA shall provide the Ethics Monitor with relevant information and documentation regarding BP p.l.c.'s development and implementation of its prior and now inactive tracking system for Code breaches within six (6) months of the Effective Date of this Agreement.
3. BP Covered Entities shall continue to impose consequences as appropriate, including but not limited to those sanctions set forth in paragraph 5(C)(1) of Section VII (Ethics & Compliance), herein, on Contractors working for BP Covered Entities whose performance violates the Code.

6. RISK-BASED COMPLIANCE STANDARDS AND PROCEDURES. BPA shall maintain policies and/or standards and control processes designed to prevent, detect and remediate unethical or illegal conduct with respect to Group US Businesses.

- A. BPA shall continue to maintain a centrally organized, online register to record potential conflicts of interest.

- B. BPA shall continue to maintain a centrally organized “gifts and entertainment” register to record receiving and giving of gifts and entertainment between Group US Employees and third parties.

7. COMMUNICATIONS REGARDING ETHICS & COMPLIANCE ISSUES. BPA shall maintain a communications plan for Group US Businesses that promotes awareness of Ethics & Compliance topics and includes: communication activities to be undertaken; the status of such activities; the channel of communications; and the timing of such messaging and actions. More specifically:

- A. Communications channels and media shall be tailored to the target audience and may include, among other communications: communications in the form of posters, banners, brochures, leaflets and cards; “town hall” briefings; videos; and postings on the intranet and bp.com.
- B. BP p.l.c.’s intranet shall contain an Ethics & Compliance site, which shall contain Ethics & Compliance information. Ethics & Compliance information may include, among other information: relevant Ethics & Compliance staff information; information about the OpenTalk (or equivalent) reporting channel; information on key risks faced by BP Group Entities; the Code of Conduct; links to key standards, policies and guidance; and summaries of certain OpenTalk cases and actions taken based upon these cases.
- C. The BP Group Chief Executive (“GCE”) shall continue to set the tone from the top by annually communicating to all Employees with respect to expectations regarding compliance with the Code of Conduct.

8. ETHICS & COMPLIANCE TRAINING. As set forth in this paragraph, Ethics & Compliance Training shall include Code of Conduct training, targeted Ethics & Compliance training and ethical leadership training.

- A. Code of Conduct Training for Employees
 - 1. Beginning in the last quarter of calendar year 2014, and on an annual basis thereafter, BPA shall provide Ethics & Compliance training that includes one (1) or more topics under the Code of Conduct to Group US Employees, and BP Affiliates with Foreign Business shall provide Ethics & Compliance training that includes one (1) or more topics under the Code of Conduct to their Employees. The first annual training shall be completed no later than March 1, 2015.
 - 2. BPA shall provide training on the Code of Conduct for all new Group US Employees hired on or after July 1, 2014, and BP Affiliates with Foreign Business shall provide a training program on the Code of Conduct for all of their new Employees hired on or after January 1, 2015. The training

program shall be designed to provide training for each new Employee no later than ninety (90) days after their date of hire.

3. The Code of Conduct training program for Group US Employees and Employees of BP Affiliates with Foreign Business shall:
 - a. Reference and reinforce the availability of the OpenTalk system.
 - b. Emphasize the importance of compliance with laws and regulations requiring reporting of financial and other information to government agencies.
 - c. Emphasize the importance of adherence to operating, safety and process standards in maintaining a safe workplace.
 - d. Emphasize the importance of ethical conduct and adherence to the Code of Conduct.

B. Targeted Compliance Training for Group US Employees

1. Beginning in the last quarter of 2014 calendar year, BPA shall annually identify appropriate positions occupied by Group US Employees for targeted compliance training and the subject matter of the training, and shall prepare a plan for providing such targeted compliance training. Targeted compliance training shall cover one (1) or more Ethics & Compliance topics, such as: Our Code; Anti-Bribery and Corruption; Anti-Money Laundering, Competition and Anti-Trust; Trade Sanctions; and Conflicts of Interest. New Group US Employees hired into those positions identified for targeted training shall receive this training within one (1) year of hire.

C. Leadership Training Program for Senior Level Leaders

1. BPA shall continue to provide leadership training for BP Senior Level Leaders and above who are Group US Employees, and BP Affiliates with Foreign Business shall provide leadership training for BP Senior Level Leaders who are their Employees.
2. BP Senior Level Leaders and above subject to paragraph 8(C)(1) of Section VII (Ethics & Compliance) who are hired or promoted into such positions on or after July 1, 2014 shall receive leadership training within the first year of hire or promotion into such positions.
3. The leadership training program required by paragraph 8(C)(1) of Section VII (Ethics & Compliance) currently includes the following objectives:

- a. Define ethics and articulate the business case for ethical behavior.
- b. Describe the impact that personal values have on behavior and decision making.
- c. Describe effective ethical decisions using a structured decision making model.
- d. Identify leadership behaviors necessary to create and sustain an ethical culture.
- e. Identify leadership behaviors necessary to create and sustain a speaking up culture.
- f. Encourage ethical leadership.

9. TRACKING OF TRAINING

- A. BPA shall continue to develop a centralized database to track, among other things, Ethics & Compliance training provided to Group US Employees, subject to review by the Ethics Monitor.
- B. Upon full implementation of the centralized database, BPA shall maintain the database to track the completion of Code of Conduct, targeted compliance and leadership training sessions by Group US Employees.
- C. BPA shall retain relevant documentation (such as summaries and training materials) used in the course of such training for the duration of this Agreement.

10. REPORTING AVENUES

- A. OpenTalk. BP p.l.c. shall maintain the OpenTalk program as permitted by law in the applicable jurisdiction, or a substantially similar replacement program, that allows Employees, Contractors or any other third party to raise concerns or seek guidance about Ethics & Compliance or the Code of Conduct.
 1. BPA shall post the dedicated contact information for OpenTalk at the usual place for posting employment-related information and on the company's intranet site.
 2. The OpenTalk program shall continue to provide Employees and Contractors access twenty-four (24) hours a day, seven (7) days a week. Concerned individuals shall be able to contact OpenTalk through a number of avenues such as the web, fax, telephone or letter, and shall be able to maintain their anonymity (unless legally impermissible in their jurisdiction).

3. BPA shall continue to promote awareness of OpenTalk. Any such program to promote awareness shall include signage or other forms of communications directed at Employees without computer access. The program shall provide information about speaking up, listening, and taking actions consistent with the obligations under the Code of Conduct.
4. On an annual basis, and consistent with applicable privacy laws, the GE&CO shall compile a summary report of information pertaining to the nature, status and outcome of significant investigations resulting from calls to OpenTalk originating in the applicable BP Covered Entities during the previous year, and provide that report to the EPA Authorized Representative(s), the Ethics Monitor and the EPA Independent Auditor.
5. During the term of the Agreement, BPA shall maintain a system for tracking concerns reported to OpenTalk related to Group US Businesses.

11. NON-RETALIATION STATEMENT. BP Covered Entities shall prohibit retaliation, reprisal or harassment by any Employees against any individual, including an Employee, Contractor, Contract Personnel or consultant for making any report or notification raising any good faith questions or concerns related to issues regarding: an actual or potential violation(s) of this Agreement; an actual or potential violation of any federal, state or local law or regulation; or an actual or potential violation of the Code of Conduct or other rules or policies. BP Covered Entities shall take appropriate action, in accordance with the BP Code of Conduct, against any Employee who violates the non-retaliation statement.

12. FRAUD AND MISCONDUCT INVESTIGATIONS. In accordance with BP p.l.c.'s Fraud and Misconduct Reporting Standard and its Investigation Guidelines, as they may be amended or revised from time to time:

- A. BPA shall review reportable allegations of fraud and misconduct related to the applicable Group US Businesses that are reported to Ethics & Compliance, the Fraud and Misconduct Investigation Team or other recognized channels for reporting. BPA shall investigate credible allegations, and the results of these investigations shall be recorded.
- B. Results from investigations conducted under subparagraph 12(A) above involving findings of fraud or misconduct, and any proposed corrective actions, shall be reviewed by the appropriate leader in the applicable Group US Business where the incident occurred. That leader shall be responsible for implementing corrective actions, within the applicable Group US Business.

13. EMBEDDING COMPLIANCE PROGRAMS AT THE BUSINESS UNIT LEVEL. BPA shall continue to embed Ethics & Compliance Leaders ("ECLs") in Group US Businesses. The ECLs shall support and assist in the implementation of Ethics & Compliance standards, training and communications in their respective Group US Businesses.

- A. Current ECL job responsibilities include:
1. Encouraging Group US Employees and Contractors who work for Group US Businesses to speak up about Ethics & Compliance issues, including through the use of OpenTalk;
 2. Supporting or facilitating, as appropriate, the delivery of Ethics & Compliance training, including Code of Conduct training;
 3. Meeting or communicating with management teams for their respective Group US Businesses and with the respective Ethics & Compliance Regional Directors on matters related to Ethics & Compliance;
 4. Maintaining awareness of the overall Ethics & Compliance risks that have been identified for the particular business in which the ECL is located, and recommending interventions as needed;
 5. Communicating broader Ethics & Compliance issues to the Ethics & Compliance function; and
 6. Staying informed of Ethics & Compliance issues through regular communications and contact between ECLs and Ethics & Compliance staff associated with their respective business.
- B. The job responsibilities set forth above may be amended from time to time provided that ECLs continue to support and assist in the implementation of Ethics & Compliance standards, training and communications in their respective Group US Businesses.

14. INCENTIVES FOR INDIVIDUALS AND BUSINESS UNITS.

- A. BP p.l.c. or BPA shall maintain an Employee compensation system for Group US Businesses which includes a variable pay plan, or annual cash bonus, paid to eligible (non-union) Group US Employees on an annual basis. The variable pay plan will continue to provide variable pay contingent upon both individual and business unit performance using key objectives, including key safety goals and metrics.
- B. BP p.l.c. or BPA shall maintain the MyPlan evaluation system, or a similar replacement system, for eligible Group US Employees. The MyPlan evaluation system, or similar replacement system, shall require all eligible Group US Employees to work with their supervisors to set objectives for job performance in the following areas, among others: (1) contributions to safety, compliance and risk management, which includes compliance with the Code of Conduct, laws and regulations; (2) values and behaviors; and (3) personal development actions.

Under this system, eligible Group US Employees shall be required to submit annual certifications of their compliance with the Code of Conduct, which shall continue to require compliance with all applicable regulations.

- C. The compensation of Group US Businesses' Executive Leaders at Level D or above shall continue to be explicitly tied to safety performance and operational risk management through BP p.l.c.'s "Group Performance Factor" or a similar replacement mechanism. Bonus stock awards for such executives shall continue to be dependent on meeting criteria which include an assessment of safety and environmental sustainability (*i.e.*, reinforcement of safety culture within BP).

15. AWARD/SPOT BONUS INCENTIVE PROGRAM. BPA shall maintain an award program by which managers in Group US Businesses may reward Group US Employees with cash bonuses and/or other recognition for outstanding contributions to the company's ethical culture, compliance with HSSE principles and regulatory compliance assurance. BPA shall provide awards to selected Group US Employees.

16. KAPLAN REPORT REVIEW AND IMPLEMENTATION. BPA shall provide the Kaplan Report (an evaluation of BP p.l.c.'s Ethics & Compliance programs by an outside consultant) to the EPA Independent Auditor, the EPA Authorized Representative(s) and the Ethics Monitor. The Ethics Monitor shall consider all recommendations in the Kaplan Report and may incorporate Kaplan Report recommendations in its reviews, as appropriate.

17. ETHICS MONITOR REVIEW OF SYSTEMIC ISSUES. The Ethics Monitor shall be provided an opportunity to review past culture assessments and surveys, including any employee engagement surveys (including methodology and implementation) conducted for Group US Businesses for a period of not greater than five (5) years prior to the Effective Date of this Agreement. Additionally, using the methodology identified in his Work Plan at Section II.B., the Ethics Monitor shall review the existing culture and compliance environment at Group US Businesses. The Ethics Monitor will provide his findings and conclusions as part of his reports to the BP Authorized Representative(s), the EPA Authorized Representative(s) and the EPA Independent Monitor.

VIII. CORPORATE GOVERNANCE

1. EXECUTIVE AND BOARD OVERSIGHT OF ETHICS & COMPLIANCE FUNCTION

- A. BP p.l.c. Board of Directors. The BP p.l.c. Board of Directors ("BP p.l.c. Board") and its committees shall, consistent with applicable law, provide oversight regarding BP Covered Entities' performance under this Agreement. Such oversight shall comprise compliance with the matters described in the remainder of this sub-paragraph A (publication of Board governance principles), the following sub-paragraph B (maintenance of MBAC and SEEAC committees or replacement committees), considering reports from the GE & CO as described in paragraph 2B of this Section VIII, and paragraphs 3 and 4 of this Section VIII

(Board Recognition and Annual Reporting). The BP p.l.c. Board shall continue to maintain documented “Board Governance Principles” and shall continue to make the documentation available on the BP public website. Any change to the “Board Governance Principles” shall be documented and made available on the BP public website.

- B. The BP p.l.c. Board shall maintain the Safety, Ethics and Environmental Assurance Committee (“SEEAC”) and the Main Board Audit Committee (“MBAC”) (or replacement committees) that are accountable for their oversight functions as set forth in the “Board Governance Principles.” The SEEAC and MBAC currently are accountable for the following oversight functions:

1. With respect to SEEAC:

- a. Monitoring and obtaining assurance that the GCE’s internal control system for operations is designed and implemented effectively in support of his observance of the relevant executive limitations.
- b. Monitoring and obtaining assurance that the management or mitigation of significant BP risks of a non-financial nature is appropriately addressed by the GCE.
- c. Receiving and reviewing regular reports from the GCE, or his delegate, the Group Internal Auditor and the GE&CO regarding the GCE’s adherence to the relevant executive limitations and his management in responding to risk.
- d. Reviewing material to be placed before shareholders which addresses environmental, safety and ethical performance and making recommendations to the BP p.l.c. Board about their adoption and publication.
- e. Reviewing reports on the BP Group Entities’ compliance with the Code of Conduct and on its employee concerns program, OpenTalk (or its equivalent replacement system), as it relates to non-financial issues.
- f. Recommending to the BP p.l.c. Board any changes or further delineation of the executive limitations in relation to non-financial matters.

2. With respect to MBAC:

- a. Monitoring and obtaining assurance that the GCE’s internal control system is designed and implemented effectively in support of his observance of the relevant executive limitations.

- b. Monitoring and obtaining assurance that the management or mitigation of significant BP risks of a financial nature is appropriately addressed by the GCE.
 - c. Receiving and reviewing regular reports from the GCE, or his delegate, the Group Internal Auditor and the GE&CO regarding the GCE's adherence to the relevant executive limitations and his management in responding to risk.
 - d. Monitoring and obtaining assurance that the legally required standards of disclosure are being observed.
 - e. Reviewing financial disclosure documents to be placed before shareholders or filed with regulatory bodies and making recommendations to the BP p.l.c. Board about their adoption and publication.
 - f. Monitoring and reviewing the effectiveness of BP's internal audit function.
 - g. Reviewing BP's internal financial controls and its systems of internal control and risk management.
 - h. Reviewing and monitoring the external financial auditor's independence, objectivity and the effectiveness of the audit process and recommending to the BP p.l.c. Board the appointment, reappointment and removal of the external auditor and approving the auditor's remuneration and terms of engagement.
 - i. Implementing and monitoring policy on the engagement of the external auditor to supply non-audit services to BP.
 - j. Reviewing the systems in place, including OpenTalk (or equivalent replacement system), enabling those who work for BP Group Entities to raise, in confidence, any concerns about possible improprieties in matters of financial reporting or other financial issues and for those matters to be appropriately investigated.
 - k. Recommending to the BP p.l.c. Board any changes or further delineation of executive limitations in relation to financial matters.
- C. BP p.l.c. shall continue to maintain the Ethics & Compliance Committee ("ECC"), or a similar replacement executive committee, subject to any changes required or recommended by the Ethics Monitor. The ECC shall continue to: provide oversight and direction to BP's Ethics & Compliance program; meet on a

quarterly basis; and be chaired by the GCE and/or the GE&CO. The ECC shall continue to be responsible for:

1. Reviewing further development of the Ethics & Compliance program, including new initiatives and improvements, and monitoring Ethics & Compliance performance, including training, audits and certifications;
 2. Reviewing significant Ethics & Compliance risks that are identified by Ethics & Compliance and the plans that are in place to manage those risks; and
 3. Reviewing and endorsing Ethics & Compliance standards on behalf of BP's executive-level leadership and disseminating the standards as appropriate.
- D. BPA Board Oversight. The BPA Board of Directors (the "BPA Board") shall, consistent with applicable law, provide oversight regarding BPA's performance under this Agreement.

2. REPORTS FROM THE GE&CO. The GE&CO shall:

- A. Report directly to BP p.l.c.'s General Counsel at least once per quarter on matters involving the BP Group Entities' Ethics & Compliance and the Ethics & Compliance requirements of this Agreement. BP p.l.c. shall maintain a record of: (a) the occurrence of meetings between the GE&CO and the BP p.l.c. General Counsel pertaining to this Agreement; and (b) the fact that Ethics & Compliance and the requirements of this Agreement were discussed.
- B. Have direct access, and annually report orally and in writing, to the BP p.l.c. Board of Directors' committees, SEEAC and MBAC, on matters relating to BP p.l.c.'s Ethics & Compliance, and the Ethics & Compliance requirements of this Agreement and their implementation. BP p.l.c. shall maintain a record of: (a) the occurrence of such reports; and (b) the fact that Ethics & Compliance and the requirements of this Agreement and their implementation were discussed.
- C. Meet at least annually with the BPA Board to report orally and in writing on matters relating to Ethics & Compliance, and the Ethics & Compliance requirements of this Agreement and their implementation. BPA shall maintain a record of: (a) the occurrence of such meetings; and (b) the fact that the Ethics & Compliance requirements of this Agreement and their implementation were discussed.
- D. Meet at least annually with BP p.l.c.'s Executive Team to report orally and in writing on matters relating to the BP Group Entities' Ethics & Compliance and the Ethics & Compliance requirements of this Agreement and their implementation. BP p.l.c. shall maintain a record of: (a) the occurrence of such

meetings; and (b) the fact that the Ethics & Compliance requirements of this Agreement and their implementation were discussed.

3. BOARD RECOGNITION. Respondents shall furnish this Agreement to all members of their respective Boards of Directors at their next regularly scheduled meetings after May 1, 2014. Each of the Respondents also shall furnish a written summary and oral presentation of this Agreement to all members of their Boards of Directors at the next regularly scheduled meetings of those Boards after May 1, 2014. For the duration of this Agreement, each of the Respondents shall provide new members to their Boards with a written summary or copy of this Agreement no later than ninety (90) days from their appointment to a Board. Each of the Respondents shall maintain records reflecting that the actions required pursuant to this paragraph have been taken.

4. ANNUAL REPORTING TO THE BOARDS. BP p.l.c. shall provide a copy of each annual report prepared pursuant to Section X (BP Covered Entities' Annual Reports) of this Agreement to the Boards of Directors of each of the Respondents. Each of the Respondents shall maintain records reflecting its respective Boards' consideration of these annual reports as well as their respective Boards' decisions or directions to management, if any, in response to information in the reports.

5. MAINTAINANCE OF GE&CO POSITION. BP p.l.c. shall maintain the position of GE&CO (or equivalent) dedicated to the BP Group Entities' overall Ethics and Compliance and charged with fulfilling the duties of the GE&CO as set forth in this Agreement. The current GE&CO is Maryann Clifford. BP p.l.c. shall notify the Ethics Monitor, the EPA Independent Auditor and the EPA Authorized Representative(s) of any change in the GE&CO position and shall provide a copy of the resume of the new GE&CO no later than ten (10) days after selection. BP p.l.c. shall consult with the Ethics Monitor with respect to the appropriate qualifications and skills of a new GE&CO prior to making that selection.

IX. PROCESS SAFETY

1. APPLICABILITY OF OCSLA. BPXP, BPXA and any Affiliates participating in activities in the waters of the U.S. (collectively, "BPXP/BPXA Entities") are subject to the requirements of the Outer Continental Shelf Lands Act, 43 U.S.C. § 1331 *et seq.*, ("OCSLA") and its implementing regulations to the extent set forth therein. For purposes of this Agreement, "waters of the U.S." shall have the same definition as in the Implementation Plan. (See Implementation Plan, Section B (Definitions), Paragraph 17.)

2. BSEE REGULATORY COMPLIANCE AND CRITERIA FOR UNACCEPTABLE PERFORMANCE. This Agreement shall not supersede or replace the BPXP/BPXA Entities' ongoing legal obligations to comply with OCSLA and the Department of the Interior Bureau of Safety and Environmental Enforcement ("BSEE") regulations at 30 C.F.R. Parts 203-291. If, in accordance with 30 C.F.R. § 250.135, after providing notice and an opportunity for review, BSEE determines that a BPXP/BPXA Entity's operating performance is unacceptable, and BSEE refers such determination of unacceptable performance to the Bureau of Ocean Energy Management ("BOEM"), EPA may consider the unacceptable performance to be a material

breach of this Agreement. BSEE shall promptly notify the EPA Authorized Representative(s) if it refers a determination of unacceptable performance by a BPXP/BPXA Entity to BOEM pursuant to 30 C.F.R. § 250.135-.136. BSEE and BOEM reserve the right to take any other action they deem appropriate to address or respond to a BPXP/BPXA Entity's unacceptable operator performance, in accordance with their statutory and regulatory authority. Such BSEE or BOEM action shall be independent of any review or process undertaken or determination made by EPA under this Agreement.

3. CONTRACTOR OVERSIGHT. With respect to deepwater drilling operations (*see* Implementation Plan, Section B (Definitions), Paragraph 8) in waters of the U.S., the BPXP/BPXA Entities shall maintain:

- A. Contract Governance Boards for review and approval of deepwater drilling rig contracts and cementing contracts for deepwater drilling operations;
- B. Contractor audits and correction of Contractor safety management deficiencies prior to hiring or using a new deepwater drilling rig Contractors and new cementing Contractors in deepwater drilling operations;
- C. Maintenance of a list of approved deepwater drilling rig Contractors and cementing Contractors for deepwater drilling activities; and
- D. A process to address areas for Contractor performance improvement with respect to process safety management for deepwater drilling rig Contractors and cementing Contractors retained for deepwater drilling operations to the extent such areas are identified in the course of Contractor performance management reviews or other means adopted by the BPXP/BPXA Entities.

4. SEMS REQUIREMENTS. For any offshore facility that is subject to BSEE's Safety and Environmental Management System ("SEMS") regulations at 30 C.F.R. §§ 250.1900-1933, the BPXP/BPXA Entities shall:

- A. Within thirty (30) days of the Effective Date of this Agreement, provide the EPA Authorized Representative(s) with the SEMS audit schedule for the remainder of the calendar year, and provide an updated schedule annually thereafter;
- B. No later than thirty (30) days following BSEE approval of the SEMS audit plan, provide the EPA Authorized Representative(s) with the BSEE-approved SEMS audit plan for the facility being audited; and
- C. No later than thirty (30) days following the completion of each SEMS audit, provide an audit report of the findings to the EPA Authorized Representative(s), including deficiencies identified and a Corrective Action Plan ("CAP") for addressing the deficiencies.

Failure to provide a SEMS audit schedule, audit plan, audit report or CAP, and/or failure to timely and fully comply with the CAP with respect to deficiencies may be considered by EPA to be a material breach of this Agreement.

5. SEMS AUDIT REPORTING TO PROCESS SAFETY MONITOR. By no later than thirty (30) days following the completion of each SEMS audit, BPXP shall provide the Process Safety Monitor with the audit plan, a comprehensive report of all audit findings, not limited to identified regulatory deficiencies, but including all areas of concern and opportunities for improvement identified by the SEMS auditor, in order to assist the Process Safety Monitor in fulfilling his or her duties under the Remedial Order. BPXP shall facilitate access for the Process Safety Monitor to each SEMS lead auditor at the conclusion of each SEMS audit if the Process Safety Monitor requests a discussion of the findings and recommendations of a given audit and/or a description of how the audit was conducted in order to fulfill his or her duties under the Remedial Order.

6. PROCESS SAFETY MONITOR.

- A. Within thirty (30) days after the DOJ and BPXP comment period under the Remedial Order, BPXP shall provide a copy of the Remedial Order work plan to the EPA Authorized Representative(s) and BSEE for work to be performed by the Process Safety Monitor appointed under the Remedial Order.
- B. Within ten (10) days following issuance, BPXP shall provide the EPA Authorized Representative(s) with the Process Safety Monitor's written reports containing the initial and follow up reviews and recommendations in accordance with the Remedial Order.
- C. Consistent with the process and requirements set forth in the Remedial Order, BPXP shall adopt the recommendations of the Process Safety Monitor. Failure to adopt the recommendations pursuant to the process and requirements of the Remedial Order shall constitute a material breach of this Agreement.
- D. BPXP shall ensure that resources, including funding and personnel, are made available for BPXP to implement the recommendations of the Process Safety Monitor, as required under the Remedial Order. Failure to adequately fund and provide personnel for implementation of those recommendations shall constitute a material breach of this Agreement.

7. TRACKING LEADING AND LAGGING INDICATORS. Within ninety (90) days of the Effective Date of this Agreement, BPXP shall begin tracking and reporting a range of leading and lagging indicators for personnel and process safety consisting of: losses of primary containment; reported injury frequency; number of reportable incidents; and overdue SEMS CAP items and such other indicators as BPXP and BSEE may agree to in writing. These safety metrics shall be: reported to the BPXP Board of Directors; provided in the BP Covered Entities' annual report; and provided to BSEE.

8. GLOBAL WELLS ORGANIZATION. BP p.l.c. shall maintain a Global Wells Organization (“GWO”) or similar entity that provides deepwater drilling expertise. The GWO shall continue to maintain its own Safety and Operational Risk Committee, or similar committee.

9. GULF OF MEXICO COMPLIANCE MANAGEMENT SYSTEM. BPXP shall establish and maintain a Gulf of Mexico compliance management system, or similar system to track regulatory requirements. BPXP shall continue to periodically update the compliance management system to reflect new requirements promulgated by BSEE and other agencies, as necessary.

10. BLY REPORT. BPXP shall: (a) provide to the EPA Authorized Representative(s), the Process Safety Monitor and the Ethics Monitor the Bly Report and recommendations; and (b) make available to the EPA Authorized Representative(s) and Process Safety Monitor, as requested, the reports of the current independent expert or similar entity or individual retained by the BP p.l.c. Board to assess progress on implementation of the Bly Report recommendations. The Process Safety Monitor may consider all recommendations in the Bly Report and any of the expert’s findings in its review, as appropriate.

X. BP COVERED ENTITIES’ ANNUAL REPORTS

1. ANNUAL REPORT. On or before March 31, 2015 and annually thereafter, BP Covered Entities shall prepare and submit a consolidated written report to the EPA Authorized Representative(s), the Ethics Monitor, the Third-Party Auditor (for informational purposes) and the EPA Independent Auditor describing the measures taken by the applicable BP Covered Entities during the previous calendar year to ensure compliance with this Agreement (“Annual Report”). The final report shall be submitted no earlier than sixty (60), and no later than thirty (30), days prior to the end of this Agreement.

These Annual Reports shall include, but not be limited to, the following items pursuant to the terms of this Agreement.

- A. Information required to summarize the applicable BP Covered Entities’ activities pursuant to Sections V through XII of this Agreement. For purposes of this Agreement, documentation evidencing compliance with Sections V through XII of this Agreement shall also be made available to the EPA Independent Auditor and the EPA Authorized Representative(s) as an accompaniment to the Annual Report.
- B. The status of any legal proceedings for which reporting is required under paragraph 5 of Section XII (General Provisions) of this Agreement. The status shall include the initiation, times, places and subject matter of search warrants, subpoenas, criminal charges or criminal or civil agreements identified in paragraph 5 of Section XII.
- C. A summary report identifying: the date, responsible business unit and general type or classification of all OpenTalk reports from Group US Businesses; the number

of reports in each general type or classification; and information regarding any corrective actions related to significant reports made to the OpenTalk program.

- D. A report summarizing the information required by paragraph 7 of Section XII (General Provisions) of this Agreement.
- E. A summary of any findings made by the EPA Independent Auditor under this Agreement during the previous review cycle, and any unresolved findings from the EPA Independent Auditor from prior review cycles and the status of corrective measures being implemented with respect to such recommendations.
- F. The certifications required by paragraph 3 of Section XII (General Provisions) of this Agreement.
- G. A list of all current BP Covered Entities, and their classification (*e.g.*, BP Affiliate with Foreign Business, Respondent, etc.).
- H. Information on leading and lagging indicators required by paragraph 7 of Section IX (Process Safety) of this Agreement.

2. ADDITIONAL SUBMISSION TO ETHICS MONITOR. For purposes of identifying adequate corporate governance responses, upon submission of the annual report, the Group US Businesses shall separately submit to the Ethics Monitor a consolidated summary report by the Fraud and Misconduct Committee and the Fraud and Misconduct Investigation Team (or their equivalents) providing metrics related to allegations of fraud and misconduct brought to the attention of the Fraud and Misconduct Committee and the Fraud and Misconduct Investigation Team during the preceding calendar year with respect to Group US Businesses. Such submission shall track each matter with a unique identification number, describe the nature of the matter (*e.g.* retaliation, etc.), the approximate date of the incident, the business unit or operation in which the matter occurred, the status of the matter, and the final resolution of the matter and provide summary metrics on the information in the report. Matters pending resolution at the time of a reporting period shall be reported to the Ethics Monitor in the next annual submission until final resolution of the matter is reported.

XI. EPA INDEPENDENT AUDITOR

1. SELECTION OF THE EPA INDEPENDENT AUDITOR. BPA shall engage, at its own expense and without recourse to EPA, an experienced Independent Auditor whose qualifications are acceptable to the EPA to serve as the EPA Independent Auditor for the oversight of this Agreement.

- A. Within ninety (90) days after the Effective Date of this Agreement, BPA shall provide the EPA Suspension and Debarment Director ("EPA SDD Director") with a list of at least two (2) proposed EPA Independent Auditors for EPA's approval. BPA's submission should contain the name, telephone number, email address,

current position, resume and duties of each of the potential EPA Independent Auditors. BPA shall also provide a statement by the proposed EPA Independent Auditors on its ability to access the appropriate resources to effectively audit this Agreement and its past experience with managing resources to audit similar Agreements.

- B. Should the EPA SDD Director determine that none of BPA's proposed EPA Independent Auditors are acceptable for the purposes of this Agreement, BPA shall promptly nominate additional proposed EPA Independent Auditors for approval by EPA within thirty (30) days of notification of denial.
- C. Upon notification by EPA that the SDD Director has determined that any one (1) or all of the proposed EPA Independent Auditors are acceptable, BPA shall select one (1) of the EPA Independent Auditors whose qualifications were acceptable to the EPA SDD Director to serve as the EPA Independent Auditor for this Agreement.
- D. BPA shall enter into a contract with the EPA Independent Auditor for the performance of duties in this Agreement within sixty (60) days of notification that a nominee is acceptable to the EPA SDD Director. The EPA-approved EPA Independent Auditor selected by BPA shall provide an agreed upon work plan to be performed by the EPA Independent Auditor, in accordance with the scope and provisions of this Agreement, as soon as possible, but no later than sixty (60) days after the EPA Independent Auditor has entered into a contract.
- E. Any change of the EPA Independent Auditor requires prior approval from EPA. Should EPA become concerned with the performance of the EPA Independent Auditor, the EPA Authorized Representative(s) will raise those concerns to the BP Authorized Representative(s) and the EPA Independent Auditor. If EPA's concerns are not resolved promptly, the EPA Authorized Representative(s) shall refer the matter to the EPA Suspension and Debarment Counsel, who in consultation with the EPA SDO, may require BPA to propose a new EPA Independent Auditor within sixty (60) days of EPA's notification. BPA agrees to propose and hire a new EPA Independent Auditor upon notification from EPA. The same process and time requirements for the initial selection of the EPA Independent Auditor as set forth in this provision apply for selection of a replacement EPA Independent Auditor.
- F. It is BPA's responsibility to hire a qualified auditor. Due to general standards of ethical conduct for government employees, no EPA official or employee may direct BPA to hire a particular individual or firm as an EPA Independent Auditor. BPA will not request that any representative of EPA identify or suggest qualified monitors.

2. NATURE AND GENERAL TERMS OF EMPLOYMENT

- A. Nature of Employment. The EPA Independent Auditor serves to provide an independent verification of the applicable BP Covered Entities' compliance with this Agreement. The EPA Independent Auditor shall not be an agent of the BP Group Entities, and his or her work shall not be subject to the BP Group Entities' assertion of the attorney-client or work product privilege doctrines. The EPA Independent Auditor shall be an independent party who is appropriately certified, licensed or otherwise adequately qualified, and who has had no previous business relationship with BP Covered Entities in the five (5) years prior to the Effective Date of this Agreement that would create an actual or perceived conflict of interest in monitoring the applicable BP Covered Entities' compliance with this Agreement. Notwithstanding the foregoing, the Third-Party Auditor, Process Safety Monitor, and Ethics Monitor appointed by DOJ under the Remedial Order may be eligible to be considered as an EPA Independent Auditor candidate under this Agreement.
- B. Annual Certification of Independence. Upon nomination, and upon each anniversary of the Effective Date of this Agreement, BPA shall furnish EPA with an affidavit from the EPA Independent Auditor certifying that he or she has no financial, professional, personal, familial or other interest that would create an actual or apparent conflict of interest with the BP Covered Entities or the BP Covered Entities' Employees, other than that arising from the appointment as the EPA Independent Auditor or as the Third-Party Auditor under the Remedial Order. The affidavit must also certify that his or her representation of any other client will not create an actual or apparent conflict of interest in fulfilling his or her responsibilities as EPA Independent Auditor.
- C. Confidentiality. The EPA Independent Auditor shall maintain as confidential all non-public information, documents and records it receives from BP Covered Entities, subject to the EPA Independent Auditor's reporting requirements herein and paragraph 8 of Section XII (General Provisions). The EPA Independent Auditor shall take appropriate steps to ensure that any of his or her consultants or employees shall also maintain the confidentiality of all such non-public information.

3. SCOPE OF INDEPENDENT AUDITOR'S COMPLIANCE DUTIES

- A. Particular Duties. The EPA Independent Auditor shall:
 - 1. Conduct an annual review of applicable BP Covered Entities' compliance with Sections V through XII of this Agreement and draft a report summarizing each such review.

2. Receive and review the reports and other information required to be provided to the EPA Independent Auditor under Section VI of this Agreement.
3. Review BPA's annual compliance certification with this Agreement and Annual Reports.
4. Submit its findings in an annual written report to the BP Authorized Representative(s), the Ethics Monitor, the Process Safety Monitor (for informational purposes) and the EPA Authorized Representative(s) within ninety (90) days after each anniversary of the Effective Date of this Agreement. The final annual report shall be submitted to the BP Authorized Representative(s), the Ethics Monitor and the EPA Authorized Representative(s) no earlier than sixty (60), and no later than thirty (30), days prior to the termination of the Agreement.
5. If the EPA Independent Auditor identifies a potential violation of law or regulation as an incidental consequence of auditing compliance with this Agreement, and if the EPA Independent Auditor deems it appropriate, the EPA Independent Auditor shall inform the relevant BP Covered Entity and/or the EPA Authorized Representative(s).
6. If either (a) BPA's certification or report identifies a deficiency in compliance, or (b) the EPA Independent Auditor identifies a deficiency in compliance, the EPA Independent Auditor shall so report to the EPA Authorized Representative(s) and the BP Authorized Representative(s), and the relevant BP Covered Entity shall develop a timely and appropriate corrective action plan for the identified non-compliance, the implementation of which the EPA Independent Auditor shall review as part of its compliance assessment.

B. Scope of Annual Compliance Assessment. The EPA Independent Auditor shall verify the applicable BP Covered Entities' compliance with Sections V through XII of this Agreement as follows:

1. It is the expectation of the parties that the EPA Independent Auditor's annual compliance review can be completed based on: (a) the BP Covered Entities' Annual Reports under this Agreement, and supporting documentation as outlined in Section X (BP Covered Entities' Annual Reports); (b) BP Covered Entities' annual certifications; (c) reports and records provided by the Ethics Monitor and the Process Safety Monitor; (d) interviews with the Ethics Monitor and Process Safety Monitor; and (e) District Court findings with respect to the Plea Agreement or the SEC Judgment Order. In the event that the EPA Independent Auditor determines that it is unable to verify compliance on that basis, the EPA Independent Auditor shall be provided the same access to records,

documents and other information as the EPA Authorized Representative(s) as set forth in paragraph 8 of Section XII (General Provisions) of this Agreement, subject to the specific provisions and limitations in subparagraphs 2 through 5, below.

2. With respect to Section V (Compliance With Other Agreements), Section VI (Coordination with Plea Agreement Monitors) and paragraphs 6C and 6D of Section IX (Process Safety) of this Agreement, and the status of any recommendations of the Ethics Monitor or Process Safety Monitor, the EPA Independent Auditor's annual compliance reviews shall be completed based on the BP Covered Entities' annual reports under this Agreement, any reports or other submissions under the Remedial Order of the Ethics Monitor or Process Safety Monitor, interviews with the Process Safety Monitor or Ethics Monitor as the EPA Independent Auditor deems appropriate and any findings of the U.S. District Court with respect to BPXP's probation and the SEC Judgment Order.
3. With respect to Section VIII (Corporate Governance) of this Agreement, requests by the EPA Independent Auditor for additional information from the relevant BP Covered Entities' Boards shall be directed to and completed by the BP Authorized Representative(s) by providing further documentation of compliance to the EPA Independent Auditor.
4. With respect to the Ethics & Compliance training in paragraph 8 of Section VII (Ethics & Compliance) of this Agreement, the EPA Independent Auditor's first annual compliance review shall address BPXP; the second annual compliance review shall address Group US Businesses; and annual compliance reviews thereafter shall address BP Covered Entities.
5. As set forth in paragraph 8 of Section XII (General Provisions) of this Agreement, EPA may at its discretion conduct audits of the applicable BP Covered Entities' compliance with the terms of this Agreement. EPA may elect to have the EPA Independent Auditor accompany and assist EPA on the audit at the BP Covered Entities' expense. The EPA Independent Auditor, at EPA's election, may conduct audit activities set forth in paragraph 8 of Section XII (General Provisions) of this Agreement, including but not limited to: interviewing the applicable BP Covered Entities' Employees; reviewing the applicable BP Covered Entities' files or other records required pursuant to this Agreement; touring the applicable BP Covered Entities' facilities; developing documents to prepare for the interview; and drafting the Audit Report.

XII. GENERAL PROVISIONS

1. LANGUAGES. All communications to Group US Employees, including but not limited to written materials, oral communication and training required under this Agreement, will be provided in English or, if the Group US Employee has a limited ability to read, write, speak or understand English, in another language in which the Group US Employee is sufficiently fluent so that each Employee can understand the communication.

2. NOTICE TO EMPLOYEES AND SENIOR LEVEL LEADERS. BPA will notify Group US Employees, and BP p.l.c. will notify Employees of BP Affiliates with Foreign Business, within sixty (60) days of the Effective Date of this Agreement, of: the fact and substance of this Agreement; the facts related to the Plea Agreement; and the importance of each such Employee abiding by the terms and conditions of this Agreement and the Code of Conduct. BPA may provide the required notification to Group US Employees by posting the Agreement on BP p.l.c.'s intranet site and sending an email or other similar communication to Employees notifying them of such posting. BP p.l.c. shall supplement the intranet posting in another appropriate manner for Employees of BP Affiliates with Foreign Business, such as email communication, town hall meetings, targeted posting of notices or new Employee training.

3. CORPORATE OFFICIAL'S CERTIFICATION. As part of the Annual Reports required by Section X (BP Covered Entities' Annual Reports) of this Agreement, the BP p.l.c. GE&CO and/or the relevant Corporate Secretary of each Respondent shall certify that applicable Respondent is in compliance with its respective obligations under paragraphs 1, 3 and 4 of Section VIII (Corporate Governance) of this Agreement. The certification shall state:

I certify under penalty of law that, [except as set forth below], based on my reasonable inquiry of the persons within the applicable Respondent who manage the applicable Respondent's obligations under the Administrative Agreement and of my review of information generated during the course of the applicable Respondent's performance under this Agreement, to the best of my knowledge, the applicable Respondent is in compliance with its respective obligations under Paragraphs 1, 3, and 4 of the Administrative Agreement.

If the Respondent's designated officer cannot so certify with respect to any particular obligation, term or condition, the certification shall identify the deficiency and the corrective measures being taken or to be taken to achieve compliance.

The BP Covered Entities agree that nothing in this paragraph shall limit the EPA SDO's ability to take an action pursuant to paragraph 19 of Section XII (General Provisions) of this Agreement (Breach of Agreement/Survival of Cause for Debarment).

4. TRUTHFULNESS IN REPORTING AND CONVEYING INFORMATION TO EPA AND OTHER REGULATORY AGENCIES. The BP Covered Entities shall comply with their obligations under federal law or regulation to provide accurate information to EPA or its designees and to other Federal Government Entities, including the Department of the Interior. Within sixty (60) days of the Effective Date of this Agreement, BP Covered Entities shall

provide written notification to the BP Covered Entities' Principals of the commitment to cooperate fully with all requests for information and inquiries from the EPA SDO, the EPA Suspension and Debarment Division, the Ethics Monitor and the EPA Independent Auditor made pursuant to this Agreement.

5. REPORTS OF LEGAL PROCEEDINGS. Except as set forth in Attachment 30, and with the exception of the ongoing civil litigation, administrative proceedings and investigation involving the *Deepwater Horizon* blowout, explosion and spill, BP Covered Entities represent that, to the best of their knowledge, no BP Covered Entities: (a) have been informed that they are currently the target or subject of an ongoing U.S. federal criminal investigation; or (b) are currently named in an action of the kind set forth in paragraphs (A) through (D), below.

Beginning on July 1, 2014, Respondents shall notify the EPA Authorized Representative(s) on or before the beginning of each calendar quarter of any of the following matters:

- A. The initiation of any criminal investigation or civil enforcement action by any Federal Government Entity involving allegations of any violation(s) of federal environmental laws, the Foreign Corrupt Practices Act, false statements, false claims, kickbacks, conflict of interest or antitrust laws, if Respondents have been informed that they or any BP Covered Entity or Principal of a BP Covered Entity is a target or subject of such investigation. In the case of a Principal, such allegations must be related to duties performed by the Principal in the course of employment. For the purposes of this paragraph, "initiation" in a criminal investigation shall mean the issuance of a subpoena, the execution of a search warrant, or the filing of formal charges; "initiation" in a civil enforcement action shall mean the filing of a judicial or administrative complaint (but not the issuance of a notice of violation or incident of noncompliance), the service of administrative subpoenas (but not information requests or inspections) or the issuance of show cause orders.
- B. Initiation of qui tam actions or citizen action suits against a BP Covered Entity or any of their Principals by any person or entity alleging: violations of any U.S. federal environmental laws or the Foreign Corrupt Practices Act; false statements to Federal Government authorities or in public filings, including filings required by U.S. securities laws; false claims for government reimbursement, kickbacks, conflict of interest; or anti-trust violations. For purposes of this paragraph, the term "citizen action suit" shall mean a private enforcement action expressly authorized by a U.S. statute.
- C. Criminal charges or suspension or debarment actions brought by any Federal Government Entity against a BP Covered Entity or any of their Principals in a matter relating to the business of the BP Covered Entity.
- D. Any conviction or guilty plea, *nolo contendere* plea, deferred prosecution agreement, pre-trial diversion agreement, civil judgment or civil judicial consent

decree in a matter brought by a Federal Government Entity to which any BP Covered Entities are parties in a matter relating to the business of the BP Covered Entity.

- E. Nothing in this paragraph shall be interpreted to require any BP Covered Entity to disclose information that is subject to the attorney-client privilege, work product doctrine or other applicable legal privilege.

6. ELECTRONIC TRACKING OF FORMAL ENFORCEMENT ACTIONS. BPA shall develop, implement and maintain a database or computerized system for tracking those matters identified in paragraph 5 of Section XII (General Provisions) of this Agreement.

7. REPORTS OF MISCONDUCT. During the term of this Agreement, BP Covered Entities shall timely disclose in writing to the EPA Authorized Representative(s), the Ethics Monitor and the EPA Independent Auditor whenever, in connection with the award, performance or closeout of a federal procurement or nonprocurement covered transaction, any BP Covered Entity or Principal of a BP Covered Entity has credible evidence that BP Covered Entity's Employee has committed: (a) a violation of Federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in Title 18 of the U.S. Code; or (b) a violation of the civil False Claims Act, 31 U.S.C. §§ 3729-3733.

BP Covered Entities will investigate all credible reports of such misconduct that come to their attention and will notify the EPA Authorized Representative(s), the Ethics Monitor and the EPA Independent Auditor of the outcome of such investigations and any potential or actual impact on any aspect of BP Covered Entities business with a Federal Government Entity. The BP Covered Entity will take corrective action, including prompt restitution when established by a court or a tribunal with competent jurisdiction or agreed upon between the parties, of any harm to the Federal Government. BP Covered Entities will include summary reports of the status of each such investigation to the EPA Authorized Representative(s) in the reports submitted pursuant to this Agreement until each matter is finally resolved. This requirement does not in any way waive BP Covered Entities' obligations to submit reports pursuant to any other section in this Agreement or to the requirements of Federal Acquisition Regulation ("FAR") 9.406-2 (b)(1)(vi) and 9.407-2 (a)(8), if applicable, or any other statutory or regulatory reporting requirement.

Nothing in this paragraph shall be interpreted to require BP Covered Entities to disclose information that is subject to the attorney-client privilege, work product doctrine or other applicable legal privilege.

8. GOVERNMENT AUDITS AND ACCESS TO RECORDS AND INFORMATION. In addition to any other right the Federal Government may have by statute, regulation or contract, the EPA Authorized Representative(s) may, for the purpose of verifying BP Covered Entities' compliance with the terms and conditions of this Agreement, evaluate each of BP Covered Entities' books, records and other company documents and supporting materials (collectively, "BP Covered Entities' Records") including:

- A. BP Covered Entities' business conduct in its dealings with all of its customers, including the Federal Government;
- B. BP Covered Entities' compliance with federal laws, regulations and procurement policies; and
- C. BP Covered Entities' compliance with the requirements of Federal Government contracts, leases, covered transactions or subcontracts,

The materials described above, except to the extent that such documents are subject to attorney-client privilege, work product or other applicable legal privilege, shall be made available by BP Covered Entities at all reasonable times for inspection or audit. The EPA Authorized Representative(s) may evaluate reports, records or other documents of the EPA Independent Auditor, the Ethics Monitor, the Process Safety Monitor and the Third-Party Auditor. Further, if EPA determines that an annual report of the EPA Independent Auditor is not sufficient for the purposes of evaluating the BP Covered Entities' compliance with this Agreement and, after notice and consultation, the BP Covered Entities are unable to resolve the concern, EPA may enlist the EPA Independent Auditor in further audit activities under this provision. For purposes of this provision, the EPA Authorized Representative(s), the Ethics Monitor or the EPA Independent Auditor may interview any Group US Employee at the Employee's place of business during normal business hours, or at such other place and time as may be mutually agreed between the Employee and the EPA Authorized Representative(s), the Ethics Monitor or the EPA Independent Auditor. Group US Employees may be interviewed without a representative of the BP Group Entities' Employees or Principals being present. The Group US Employee may be represented personally by his or her own counsel or other representative, if requested by the Employee. The Employee also may decline to be interviewed.

Respondents agree to pay to the U.S. Treasury as miscellaneous receipts the reasonable costs actually incurred by EPA personnel or its authorized agents for conducting such records examinations during the term of this Agreement. The parties agree that "cost" shall include reasonable expenses for travel, transportation, lodging and meals, to the extent normally authorized under federal rules governing Federal Government travel, as such expenses are actually incurred by EPA personnel or its authorized agents in conducting site visits for the purpose of verifying compliance with this Agreement. No part of the payments for costs in accordance with this provision shall be an allowable cost under any EPA or Federal Government contract, subcontract or nonprocurement covered transaction.

As an alternative to an onsite audit of BP Covered Entities' compliance with the terms and conditions of this Agreement, EPA may, at its sole election, conduct an audit by mail in which instance BP Covered Entities shall provide documentation of their compliance with this Agreement, including but not limited to copies of documentation maintained as required in this Agreement and such additional documentation and/or certifications as may be requested by EPA.

9. SALE OF THE RESPONDENTS' BUSINESSES. The sale, assignment, or transfer of ownership of BP Covered Entities' business or any divisions, subsidiaries, Affiliates, business units, facilities, offices or other corporate components (collectively "assets") shall not be

executed as an artifice to avoid being subject to the Agreement. However, this Agreement is not intended to restrict the lawful and legitimate sale, assignment, or transfer of ownership of assets through an arm's length transaction and would not bind an asset purchaser who purchases through an arm's length transaction.

With respect to the sale, assignment or transfer of more than fifty percent (50%) of a Respondent's assets to an unaffiliated entity pursuant to an arm's length transaction, including but not limited to the transfer of operational control of a jointly owned asset to an unaffiliated third party, such third party shall not be liable for the BP Covered Entities' obligations and the BP Covered Entity shall remain obligated to comply with the terms and conditions of this Agreement with respect to all non-disposed assets but not with respect to the sold, assigned or transferred assets or assets for which operational control has been transferred. The Respondent shall send notification to the EPA Authorized Representative(s) and the EPA Independent Auditor no less than thirty (30) days after the date of sale. The notification shall be signed and dated, and shall state in writing: the date of the sale; the name(s), address(es) and contact person(s) representing the purchaser(s) on the sale; a specific description of subject business or property being sold; and certify in writing whether said sale is an arm's length transaction.

In the event that any Respondent sells or in any way transfers ownership of any BP Covered Entity in its entirety to a third party, the BP Covered Entity shall send notification to the EPA Authorized Representative(s) and the EPA Independent Auditor no less than thirty (30) days prior to the closing date of the sale. The notification shall be signed and dated, and shall state in writing: the date of the planned sale; the name(s), address(es) and contact person(s) representing the purchaser(s) on the sale; a specific description of subject business or property being sold; and certify in writing whether said sale is an arm's length transaction.

10. BP GROUP ENTITIES' PURCHASE OF BUSINESSES. In the event that any BP Group Entity purchases or establishes new business units in the U.S. or new BP Affiliates With Foreign Business during this Agreement, such BP Group Entity shall implement provisions of this Agreement, as applicable, including any training or education requirements, within one hundred eighty (180) days following such purchase or establishment. Should the BP Group Entity be unable to integrate such purchase or establishment within one hundred eighty (180) days, the BP Group Entity shall notify the EPA Authorized Representative(s) in writing, and shall provide a timeline for complete integration, which will be subject to EPA approval. The BP Group Entity shall be notified of EPA's decision on the integration plan within thirty (30) days of receipt. If the EPA Authorized Representative(s) does not respond within sixty (60) days of receipt, the BP Group Entity's proposed timeline shall be deemed approved.

If, during the period covered by this Agreement, a BP Group Entity acquires or gains control (other than through a joint venture) of any business concern, which enters into procurement or covered non-procurement transactions with the U.S., the EPA Authorized Representative(s) shall be notified within thirty (30) days after the closing of the transaction. Such notice shall state the name, address, nature of the business concern and any work it has done for any Government Entities over the last year.

11. RESTRUCTURING OR ACQUISITION OF NEW BUSINESSES. BP Group Entities shall not, through a change of name; business reorganization, restructuring or realignment; sale or purchase of assets; or similar action, seek to avoid the obligations and conditions set forth in this Agreement.

12. HIRING INELIGIBLE INDIVIDUALS. Beginning thirty (30) days after the Effective Date of this Agreement, prior to any Principal becoming employed in a US Respondent's business, US Respondents shall make reasonable inquiry into the status of that potential employee which shall include a review of the System for Award Management ("SAM") as maintained by the General Services Administration ("GSA") on the internet (<https://www.sam.gov>) for federal procurement and nonprocurement programs. The results from all SAM searches shall be kept in Respondent's records.

13. INELIGIBLE EMPLOYEES. BP Covered Entities are not required to terminate the employment of individuals who are or become suspended, debarred, proposed for debarment or otherwise ineligible as prescribed by any Federal Government Entity debarment program during their employment with BP Covered Entity. However, the BP Covered Entity will remove such Employees from responsibility for, or involvement with, business affairs related in any manner whatsoever with Federal Government covered procurement or non-procurement transactions or programs until the final resolution of such suspension or proposed debarment.

If any BP Covered Entity is aware that its Employee is debarred, the BP Covered Entity shall notify the EPA Authorized Representative(s) of such debarment and the reasons therefore, and of whatever personnel action has been taken or will be taken against the Employee, within thirty (30) days of the BP Covered Entity's knowledge of the debarment.

If any BP Covered Entity learns that any Principal is charged with a U.S. federal criminal offense relating to business activities or otherwise relating to honesty or integrity, the BP Covered Entity will remove that Principal immediately from responsibility for, or involvement with, business affairs as related in any manner to Federal Government procurement or covered nonprocurement transactions.

14. BUSINESS RELATIONSHIPS WITH SUSPENDED OR DEBARRED ENTITIES. For the purposes of specifically fulfilling their obligations under Federal procurement or nonprocurement covered transactions, BP Covered Entities shall not knowingly form a contract with, purchase from, or enter into any procurement or covered nonprocurement transaction (as defined at 48 C.F.R. Subpart 9.4, and 2 C.F.R. Part 180 and relevant agency implementing rules) with any individual or business entity that is listed on SAM as debarred, suspended, proposed for debarment or otherwise ineligible at the time of such procurement or nonprocurement award or transaction.

BP Covered Entities may enter into a business relationship or continue a federally funded procurement or nonprocurement covered transaction with a suspended or debarred Contractor/participant if: (a) the BP Covered Entity submits to EPA in writing the compelling reasons that justify entering into a business transaction with a person listed on SAM as soon as possible, but not later than sixty (60) days prior to entering into such a business relationship; and

(b) the EPA SDO approves the request to enter into the transaction. EPA shall respond to the request within thirty (30) days of receipt of the request. Unless otherwise indicated in writing by EPA, each request must be made on a transaction by transaction basis. The BP Covered Entity shall keep documentation of all search results and certifications that are required pursuant to this provision.

15. FUTURE MISCONDUCT DURING AGREEMENT. In matters unrelated to the matters addressed herein, EPA may find that a BP Covered Entity has materially breached this Agreement based on any misconduct that occurs during the period of the Agreement that may lead to any action taken pursuant to 2 C.F.R. § 180.700 or 2 C.F.R. § 180.800.

16. RESPONDENTS' LEGAL OBLIGATIONS. Nothing in this Agreement shall be deemed to limit a BP Covered Entity's obligations under any federal, state or local law or regulation, nor does this Agreement limit in any manner EPA's ability to enforce any law or regulation within EPA's jurisdiction.

17. UNALLOWABLE COSTS. BP Covered Entities agree that all costs, as defined in FAR 31.205-47, incurred by, for, or on behalf of any BP Covered Entity or any current or former officer, director, agent, Employee, consultant or Affiliate of BP Covered Entities shall be expressly unallowable costs for Federal Government contract or covered transaction accounting purposes. Unallowable costs include, but are not limited to, costs arising from, related to, or in connection with:

- a. The matters at issue herein;
- b. The Federal Government's criminal and civil investigations regarding the matters at issue herein; and
- c. EPA's review of BP's present responsibility, including but not limited to the costs of the company's submissions, presentations and appearances before the EPA SDO's Office and/or the EPA SDD.

The BP Covered Entity's costs of performing and administering the terms and conditions of this Agreement, the cost of the EPA Authorized Representative(s) and any fines or penalties levied or to be levied in or arising out of the matter at issue here are agreed to be expressly unallowable costs. Also unallowable are the BP Covered Entity's costs of bringing the BP Covered Entity's self-governance and Ethics & Compliance programs to a level acceptable to the EPA Authorized Representative(s). The BP Covered Entities agree to account separately for such costs. BP Covered Entities' costs of maintaining, operating and improving their corporate self-governance/compliance/ethics programs that are incurred after expiration of this Agreement, may be allowable costs.

BP Covered Entities agree to treat as unallowable costs the full salary and benefits of any officer, Employee or consultant terminated from their employ or removed from Federal Government contracting as a result of the wrongdoing at issue here and the cost of any severance payments or early retirement incentive payments paid to Employees released from the BP

Covered Entity as a result of the wrongdoing at issue here. For purposes of the preceding sentence, the salary and benefits costs shall include all such costs from the first instance of participation of each individual in the matters at issue here, as determined by the EPA Authorized Representative(s).

BP Covered Entities recognize that in order to comply with the terms and conditions of this paragraph, certain costs may need to be reclassified. BP Covered Entities shall proceed immediately to identify and reclassify such costs and, within ninety (90) days of the Effective Date of this Agreement, BP Covered Entities shall adjust any bid rate, billing rate or unsettled final indirect cost rate pools to eliminate any costs made unallowable by this Agreement, and shall advise the EPA Authorized Representative(s), the cognizant administrative contracting officer and the cognizant Federal Government auditor of the amount and nature of the reclassified costs within one hundred and twenty (120) days of the date of this Agreement.

18. ADVERSE ACTIONS. Each BP Covered Entity avers that adverse actions taken, or to be taken by it against any Employee or other individual associated with any BP Covered Entity arising out of or related to the matters at issue herein were not the result of any action by, or on behalf of, agents or employees of the U.S.

19. BREACH OF AGREEMENT/SURVIVAL OF CAUSE FOR DEBARMENT. A BP Covered Entity's failure to meet any of its obligations pursuant to the terms and conditions of this Agreement, if determined by the EPA SDO to be a material breach of this Agreement by that BP Covered Entity, shall constitute a separate cause for suspension and/or debarment of that BP Covered Entity. Violation of multiple non-material provisions, or repeated violations of a non-material provision, of this Agreement by a BP Covered Entity may cumulatively constitute a material breach of the Agreement by that BP Covered Entity. The underlying causes for debarment survive the execution of this Agreement, and EPA may initiate suspension or debarment proceedings against a BP Covered Entity or statutorily disqualify a BP Covered Entity on these grounds if there is a material breach of this Agreement. Nothing in this provision or this Agreement shall be construed as a waiver of any legal rights of a BP Covered Entity to contest the EPA SDO's determination of materiality or breach.

20. RESOLUTION OF DEBARMENT, SUSPENSION, OR STATUTORY DISQUALIFICATION. Upon execution of this Agreement, EPA, as Lead Agency in this matter pursuant to the Interagency Suspension and Debarment Committee process, shall terminate the suspension of BP Covered Entities and shall lift the statutory disqualification of BPXP as well as the statutory disqualifications of BPXA based on its November 29, 2007 CWA conviction and BPPNA based on its March 12, 2009 CAA conviction. In addition, provided that the terms and conditions of this Agreement are faithfully fulfilled, EPA, as Lead Agency, will not suspend, debar, or otherwise reinstate the statutory award disqualification of, a BP Covered Entity, as applicable, based on: (i) the *Deepwater Horizon* explosion, spill and cleanup, and matters related thereto, including the January 29, 2013 *Deepwater Horizon* conviction, the December 10, 2013 SEC Judgment Order and any judgment in civil litigation in which a BP Covered Entity is a defendant; (ii) the November 29, 2007 CWA conviction of BPXA; or (iii) the March 12, 2009 CAA conviction of BPPNA. EPA's decision, which is based upon the facts at issue here, shall not restrict EPA or any other agency of the Federal Government from instituting

administrative actions, including, without limitation, suspension, debarment or statutory disqualification should:

- a. Other information—indicating the propriety of such action come to the attention of EPA or such other Federal Government agency and such information provides an independent cause for suspension or debarment unrelated to the *Deepwater Horizon* explosion, spill and cleanup; or
- b. Additional facts concerning the *Deepwater Horizon* explosion, spill and cleanup be discovered by the Federal Government which were not disclosed by Respondents or otherwise produced to, or in the possession of, the Federal Government, prior to the Effective Date of this Agreement, including in any litigation related to the *Deepwater Horizon* explosion, spill and cleanup, and such facts provide an independent cause for suspension or debarment.

This Agreement relates solely to suspension, debarment and statutory disqualification issues, pursuant to 48 C.F.R. Subpart 9.4 and 2 C.F.R. Part 180, and 33 U.S.C. § 1368(a), in conjunction with the circumstances recited herein and in no way waives any criminal, civil, contractual or any other administrative remedy or right which the Federal Government may have for the circumstances so described in this Agreement.

21. CONCLUSION OF DEBARMENT PROCEEDINGS. BP Covered Entities hereby waive all further notice and opportunity for hearing to which they may otherwise be entitled to but for the terms and conditions of this Agreement except that BP Covered Entities shall receive such notice(s) as they would otherwise be entitled if paragraphs 19 or 20 of Section XII (General Provisions) of this Agreement are invoked.

22. RELEASE OF LIABILITY. BP Covered Entities hereby release the U.S., its instrumentalities, agents and employees in their official and personal capacities, of any and all liability or claims arising out of or related to the November 28, 2012 suspension of Respondents and Covered Affiliates, the February 1, 2013 CWA disqualification of BPXP at its Houston headquarters, the negotiation of this Agreement, the suspension, proposed debarment, or debarment of Respondents or Covered Affiliates and the discussions leading to this Agreement and all matters related to the February 26, 2008 and March 20, 2009 statutory disqualification notices.

Within seven (7) days after the Effective Date of this Agreement, Respondents shall enter into a stipulation of dismissal with EPA pursuant to Fed. R. Civ. P. 41(a)(1)(ii), which stipulation shall provide that the August 12, 2013 Complaint filed in the U.S. District Court for the Southern District of Texas against EPA, the EPA Administrator, the EPA SDO and EPA employees in civil case number 4:13-cv-2349 is dismissed with prejudice, with each party bearing its own fees and costs.

Within fifteen (15) days after the Effective Date of this Agreement, BPXP shall withdraw with prejudice its administrative appeal of BOEM's May 31, 2013 and June 27, 2013 decision

letters pending before the Interior Board of Land Appeals (IBLA 2013-0194), each party to bear its own costs.

23. RESPONSIBILITY. This Agreement is not an endorsement of BP Group Entities' ethics and compliance, corporate governance, process safety, or other programs. The SDO is only resolving the administrative actions herein based upon the BP Covered Entities' obligations to comply with the terms of this Agreement. By entering into this Agreement, EPA does not address any finding of responsibility under 48 C.F.R. § 9.104 or other applicable federal nonprocurement regulations for any specific Federal Government procurement or nonprocurement transaction. BP Covered Entities' compliance with the terms and conditions of this Agreement may constitute a contributing factor to be considered when rendering a responsibility finding for a specific government procurement or nonprocurement transaction.

24. RESTRICTION ON USE. BP Covered Entities shall not use any term or condition of this Agreement, or the fact of the existence of this Agreement, for any purpose related to the defense of, or in mitigation of, any criminal, civil or administrative investigation, proceeding or action except as set forth below.

Notwithstanding the restriction on use herein, the existence and substance of this Agreement may be used (a) to respond to Federal Government civil or administrative demands for injunctive relief, otherwise addressed by the terms of this Agreement or (b) in any criminal, civil or administrative matter in which the other party introduces evidence of this Agreement or of the suspension, debarment or statutory disqualifications which this Agreement resolves, or (c) in any matter initiated by any Government Entity to suspend, debar, or otherwise render ineligible or find not responsible a BP Covered Entity based on the events giving rise to this Agreement and the matters addressed herein.

The use of any term or condition of this Agreement, or the fact of the existence of this Agreement shall be strictly limited to the purposes for which this Agreement is used as provided under (a), (b) or (c) of this paragraph.

25. BANKRUPTCY. A BP Covered Entity shall not use bankruptcy proceedings to affect the enforcement of this Agreement in the interests of the Federal Government.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

27. COUNTERPARTS. This Agreement may be executed in one (1) or more counterparts, each of which shall be an original, but all of which taken together, shall constitute one and the same Agreement.

28. SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.

29. PARAGRAPH HEADINGS. The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

30. MODIFICATION. This Agreement may be amended or modified only by a written document signed by EPA and Respondents and shall become effective only upon acceptance by the EPA SDO. Respondents may request to terminate this Agreement effective as of the termination of BPXP's probation described in paragraph 1 of Section V. Any request for modification or termination by Respondents shall be submitted to the EPA Authorized Representative(s). Requests shall be denied, approved or approved as modified by the EPA SDO within thirty (30) days of the EPA Authorized Representative's(s') receipt of said request.

The Plea Agreement Ethics Monitor may also request to modify this Agreement with written authorization from Respondents. Such requests shall be submitted to the EPA Authorized Representative(s) and shall become effective only upon acceptance by the EPA SDO. Requests shall be denied, approved or approved as modified by the EPA SDO within thirty (30) days of the EPA Authorized Representative's(s') receipt of said request.

31. AUTHORIZED REPRESENTATIVES. All matters involving this Agreement shall be coordinated through the Authorized Representatives listed below, including but not limited to questions, requests and other communication. BP Covered Entities shall provide EPA thirty (30) days written notice prior to any change to the designation of Respondents' Authorized Representative(s).

To Respondents (BP Covered Entities' Authorized Representative(s)):

Gabe Cuadra
Gabriel.Cuadra@bp.com
(713) 323 3777
501 Westlake Park Blvd.
Houston, TX 77079

To EPA (EPA Authorized Representative(s)):

Peggy Anthony
anthony.peggy@epa.gov
(202) 564-5364

U.S. Postal Service:

United States Environmental Protection Agency
Office of Grants and Debarment
Suspension and Debarment Division (3902-R)
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460
Attn: Peggy Anthony

Express Mail or Courier: United States Environmental Protection Agency
Office of Grants and Debarment
Suspension and Debarment Division (3902-R)
1300 Pennsylvania Avenue, NW
Washington, D.C. 20004
Attn: Peggy Anthony

or such other address as either party shall have designated by notice in writing to the other party.

32. NOTICES. Any notices, reports or information required hereunder shall be in writing and delivered or mailed by registered or certified mail, by electronic mail, or by hand delivery to the appropriate Authorized Representative(s) at the address listed in paragraph 31 of this Section.

33. PUBLIC DOCUMENT. This Agreement, including all attachments and reports submitted pursuant to this Agreement, subject to the restrictions under the Privacy Act and exemptions in accordance with the Freedom of Information Act, is a public document and may be distributed by EPA throughout the Federal Government and entered into Federal Government database systems as appropriate, and provided to other interested persons upon request. It is BP Covered Entities' responsibility to claim as Confidential Business Information ("CBI") and privileged documents and communications, per the Freedom of Information Act, any and all documents attached to and submitted pursuant to the requirements of this Agreement. If CBI is not claimed at the time such documentation is submitted to EPA, BP Covered Entities hereby agree that they have waived such claim and have no objection to EPA releasing such information to the public, as appropriate.

A copy of this Agreement will be entered into the Federal Awardee Performance and Integrity Information System and, as required by law or regulation, the fact of entry or a copy of the Agreement will be posted on any other public website.

34. EPA RELIANCE. Respondents and BP Covered Entities' signatories hereto represent that, subject to criminal penalties pursuant to 18 U.S.C. § 1001, all written materials and other information supplied to EPA by its Authorized Representative(s) during the course of discussions with EPA preceding this Agreement were true, current, accurate and complete at the time of submission, to the best of their information and belief. Respondents also represent that they have provided to EPA information in their possession relating to the facts at issue. Respondents understand that this Agreement is executed on behalf of EPA in reliance upon the truth, accuracy and completeness of all such information.

35. RECORDS RETENTION. BP Covered Entities shall maintain all records necessary or incidental to this Agreement, including but not limited to those records specifically identified by terms in this Agreement, for no less than sixty (60) months subsequent to the expiration of this Agreement.

36. MAINTENANCE OF PRIVILEGE. Nothing in this Agreement shall be interpreted to require a BP Covered Entity to disclose information that is subject to the attorney-client privilege, work product doctrine or other applicable legal privilege.

37. TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of, compliance with and receipt of the benefit of all rights, duties and obligations herein. If EPA should provide additional time for a BP Covered Entity to comply with any specific deadline hereunder, such tolerance by EPA shall not be construed as a waiver or modification for any future deadlines as required herein.

38. RESPONDENT'S SIGNATORY(IES). The signatories below are fully authorized to execute this Agreement, and each represents that he or she has authority to bind the BP Covered Entities for which he or she has signed.

39. ENDORSEMENT BY SUSPENSION AND DEBARMENT OFFICIAL. This Agreement shall become effective only upon its approval and endorsement by the EPA SDO.

40. TERM. The period of this Agreement shall be five (5) years from the date of endorsement by the EPA SDO.

XIII. PARTIES' ENDORSEMENTS

FOR BP p.l.c. AND ON BEHALF OF COVERED AFFILIATES

Rupert Bandy
NAME
TITLE Group General Counsel

13th March 2014
DATE

FOR BPA

NAME
TITLE

DATE

FOR BPXP

NAME
TITLE

DATE

FOR BPPNA

NAME
TITLE

DATE

FOR BPXA

NAME
TITLE

DATE

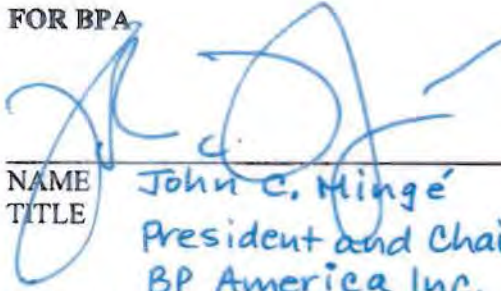
XIII. PARTIES' ENDORSEMENTS

FOR BP p.l.c. AND ON BEHALF OF COVERED AFFILIATES

NAME
TITLE

DATE

FOR BPA


NAME John C. Minge
TITLE President and Chairman
BP America Inc.

3/12/14
DATE

FOR BPXP

NAME
TITLE

DATE

FOR BPPNA

NAME
TITLE

DATE

FOR BPXA

NAME
TITLE

DATE

XIII. PARTIES' ENDORSEMENTS

FOR BP p.l.c. AND ON BEHALF OF COVERED AFFILIATES

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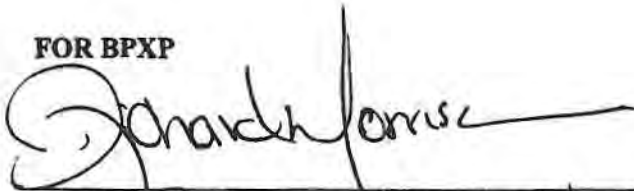
DATE

FOR BPA

NAME
TITLE

DATE

FOR BPXP



NAME RICHARD MORRISON
TITLE PRESIDENT, GULF OF MEXICO

13 MARCH 2014
DATE

FOR BPPNA

NAME
TITLE

DATE

FOR BPXA

NAME
TITLE

DATE

XIII. PARTIES' ENDORSEMENTS

FOR BP p.l.c. AND ON BEHALF OF COVERED AFFILIATES

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FOR BPA

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FOR BPXP

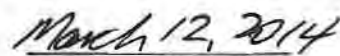
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XIII. PARTIES' ENDORSEMENTS

FOR BP p.l.c. AND ON BEHALF OF COVERED AFFILIATES

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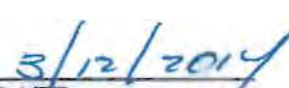
NAME
TITLE

DATE

FOR BPXA



NAME BRUCE WILLIAMS
TITLE VP. OPERATIONS



DATE

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



NAME
Debarment Counsel
EPA Suspension and Debarment Division

3/12/14
DATE



NAME
Debarment Counsel
EPA Suspension and Debarment Division

3/12/14
DATE



NAME
Debarment Counsel
EPA Suspension and Debarment Division

3/12/14
DATE



NAME
Debarment Counsel
EPA Suspension and Debarment Division

3/12/14
DATE

COORDINATING AGENCY CONCURRENCE

FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR



Debra E. Sonderman

Director

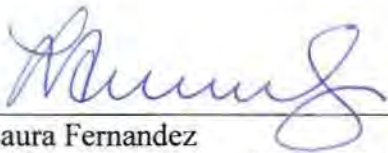
Office of Acquisition and Property Management

MAR 12 2014

DATE

SUSPENSION AND DEBARMENT OFFICIAL'S ENDORSEMENT

Having reviewed the terms and conditions of the above Administrative Agreement between the U.S. Environmental Protection Agency and BP Covered Entities, and in reliance on the representations, covenants, and terms herein, I hereby approve the said terms and conditions as an appropriate resolution of this matter. This approval is conditioned upon full compliance with all the terms and conditions of this Agreement. Any material breach or failure to comply with all the terms and conditions of this Agreement may result in a discretionary suspension or debarment or statutory disqualification as appropriate.



Laura Fernandez
Acting EPA Suspension and Debarment Official

MAR 13 2014

DATE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the matter of:

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

BP p.l.c.	)	EPA Case No. 12-0295-00
BP America, Inc.	)	EPA Case No. 12-0295-02
BP Exploration and Production Inc.	)	EPA Case No. 12-0295-05
BP Products North America, Inc.	)	EPA Case No. 12-0295-06
BP Exploration (Alaska), Inc.	)	EPA Case No. 12-0295-19

MODIFICATION TO THE ADMINISTRATIVE AGREEMENT

Pursuant to Paragraph 30 of Section XII of the March 13, 2014 Administrative Agreement made between the United States Environmental Protection Agency ("EPA"), acting as lead federal agency, and: BP p.l.c.; BP America, Inc. ("BPA"); BP Exploration and Production Inc. ("BPXP"); BP Products North America, Inc. ("BPPNA"); BP Exploration (Alaska), Inc. ("BPXA"); and other BP Group Entities as defined in that Agreement, the EPA and the BP Group Entities agree to modify the March 13, 2014 Administrative Agreement as follows in Paragraphs 1 through 11, below. A copy of the March 13, 2014 Administrative Agreement is attached as Exhibit 1. A conformed copy of the Administrative Agreement with the modifications made by this document is attached as Exhibit 2.

1. Title:

- a. *Insert "with MODIFICATIONS" after "Administrative Agreement";*

2. Section II. Definitions:

- a. *Insert the following definition prior to "AGENTS":*

"ADMINISTRATION SERVICES. Shall mean those activities that non-Group U.S. Businesses with a Foreign Covered Transaction are required to transfer to a Group U.S. Business in order for the non-Group U.S. Business to be exempt from this Agreement. Administration Services include: the bidding, proposing, and negotiating of Foreign Covered Transactions; post-award contract or award administration activities for Foreign Covered Transactions including negotiation and submission of contract changes, modifications, waivers, claims, requests for equitable adjustment and terminations, responsibility for preparation of any submissions in support of such actions, and responsibility for other contract or award administration activities required by Federal procurement or nonprocurement award terms or regulations; serving as point of contact for notices from the U.S. Government concerning matters

related to Foreign Covered Transactions; and engaging in all formal correspondence under the Foreign Covered Transactions. Administration Services does not include the responsibility for the actual performance of the Foreign Covered Transaction by the non-Group U.S. Businesses including, as applicable, the storing, shipping, and delivery of fuel, managing aviation operations, and managing on-site operational issues such as safety standards and training.”;

- b. **“AFFILIATES”:** *Insert “48 C.F.R. § 9.403 and” prior to “2 C.F.R. § 180.905”;*
- c. **“BP AFFILIATES WITH FOREIGN BUSINESS”:** *Replace definition in its entirety with the following definition:*

“Shall mean a Non-Group U.S. Business, except for BP p.l.c., that subsequent to the effective date of the Agreement enters into or is a party to a Foreign Covered Transaction under which Administration Services are not performed by a Group U.S. Business.”;
- d. **“COVERED AFFILIATES”:** *Replace “BP Marine Global Investments” with “BP Global Investments Salalah & Co. LLC (including d/b/a BP Marine Global Investments Salalah and Company LLC)”;*
- e. *Insert the following definition in its entirety prior to “GOVERNMENT ENTITY(IES)”:*

“FOREIGN COVERED TRANSACTION. Shall mean (a) a U.S. Federal Government procurement transaction or (b) a U.S. Federal Government nonprocurement transaction in excess of five hundred thousand dollars (\$500,000), to which a Non-Group U.S. Business is a party and which it performs during the period of the Agreement.”;

- f. *Insert the following definition in its entirety prior to “PERIOD OF TIME”:*

“NON-GROUP U.S. BUSINESS. Shall mean any BP Group Entity that is not BPA or its U.S. affiliates whose operations are outside of the U.S. or the waters of the U.S. This shall also include any successors of that entity.”;

3. Section IV. Scope and Application:

a. *Replace Paragraph 4, Election of BP Affiliates with Foreign Business, and Paragraph 5, Election of BP Group Entities to Become BP Affiliates with Foreign Business" in their entirety with the following revised paragraphs 4 through 6:*

4. Non-Group U.S. Business With Existing Disclosed Foreign Covered Transactions.

This paragraph applies to the following group of seven Non-Group U.S. Businesses previously identified in EPA's November 28, 2012 Notice of Suspension: Air BP Limited; BP Marine Limited; BP Global Investments Salalah & Company LLC (including d/b/a BP Marine Global Investments Salalah and Co. LLC); BP Singapore; BP Oil International Limited; BP Australia PTY Limited; and BP International Limited. These seven Non-Group U.S. Businesses either: (a) as of March 13, 2014, were not participating in a Foreign Covered Transaction(s); or (b) between March 13, 2014 and the endorsement date of the Modification to the Administrative Agreement are a party to an ongoing Foreign Covered Transaction where the Administration Services will be performed by a Group U.S. Business or have entered into contract or award modifications transferring Administration Services under the Foreign Covered Transaction(s) to a Group US Business.

These seven Non-Group U.S. Businesses shall not be considered BP Affiliates with Foreign Business. However, if any of these seven Non-Group U.S. Businesses identify any new or ongoing Foreign Covered Transactions that were not previously disclosed, that entity shall proceed under the terms of Section IV, paragraph 5 or 6 below.

The seven Non-Group U.S. Businesses identified in paragraph 4 above:

(i) May continue to perform under the existing disclosed Foreign Covered Transactions covered by Section IV, paragraph 4;

(ii) Effective after May 20, 2014, shall not be subject to the requirements and obligations of this Agreement and shall not be considered Parties to this Agreement after that date for any Foreign Covered Transactions except as specifically otherwise provided;

(iii) Are not subject to audit pursuant to Section XI or any other terms of the Agreement, except that the EPA Authorized Representative(s) may verify their compliance with any applicable terms and conditions of this Agreement from its effective date until May 20, 2014, pursuant to Section XII (General Provisions), paragraph 8 (except for any provision providing for assistance from or review by the EPA Independent Auditor). Such verification shall be done through the evaluation of materials provided by the BP Covered Entities' Authorized Representative and shall not be subject to review by the EPA Independent Auditor.

The BP Authorized Representative shall report or provide the information regarding the Non-Group U.S. Businesses identified in this paragraph 4 as required in Section X (BP Covered Entities' Annual Reports) paragraphs 1.I. and 1.J.

5. Non-Group U.S. Business With Existing Undisclosed Foreign Covered Transactions.

This paragraph is applicable to any Non-Group U.S. Business that is identified as a party to an ongoing Foreign Covered Transaction that was not previously identified under Section IV, paragraph 4.

If the BP Authorized Representative becomes aware of an ongoing Foreign Covered Transaction not previously disclosed to the EPA, the BP Authorized Representative shall disclose the transaction to the EPA Authorized Representative in writing within ten (10) days ("10-day grace period") of becoming aware of the transaction. If the EPA Authorized Representative becomes aware of an ongoing Foreign Covered Transaction not previously disclosed to the EPA, the BP Authorized Representative shall disclose the transaction to the EPA Authorized Representative in writing within ten (10) days ("10-day grace period") of the EPA Authorized Representative's request for such disclosure.

If the Foreign Covered Transaction does not provide for the performance of Administration Services by a Group U.S. Business, BP shall have ninety (90) days ("90-day grace period") from the date it identifies the Non-Group U.S. Business that was party to the subject Foreign Covered Transaction to enter into a contract or award modification transferring Administration Services under the subject transaction from the Non-Group U.S. Business to a Group U.S. Business. If the subject transaction already provides for performance of Administration Services by a Group U.S. Business, or upon timely execution of a contract or award modification effecting this, notwithstanding any language in this Agreement to the contrary, the following provisions apply:

- (i) The Non-Group U.S. Business may continue to perform under the Foreign Covered Transaction;
- (ii) The Non-Group U.S. Business shall not be subject to the requirements and obligations of this Agreement and is not subject to audit pursuant to Section XI or any other terms of this Agreement;
- (iii) The information regarding the Non-Group U.S. Business required in Section X (BP Covered Entities' Annual Reports) paragraphs 1.I. and 1.J. shall be reported by the BP Authorized Representative; and
- (iv) The Non-Group U.S. Business shall not be considered party to this Agreement.

If the Foreign Covered Transaction does not provide for performance of Administration Services by a Group U.S. Business and the Non-Group U.S. Business fails to transfer Administration Service under the subject transaction from the Non-Group U.S. Business to a Group US Business within the 90-day grace period, then that Non-Group U.S. Business will be considered a BP Affiliate With Foreign Business and subject to the Agreement as set forth at Section IV (Scope and Application), paragraph 3. Any such entity subject to the Agreement as a BP Affiliate with Foreign Business shall send written notice signed by an officer who is fully authorized to execute the Agreement on behalf of the BP Affiliate with Foreign Business to the EPA Authorized Representative(s), the EPA Independent Auditor and the BP Authorized Representative(s) by electronic mail and certified mail or equivalent within the 90-day grace period. Such written

notice shall also include a signed copy of the Agreement by a signatory who is fully authorized to execute the Agreement on behalf of the BP Affiliate with Foreign Business. The effective date of the Agreement for the BP Affiliate with Foreign Business shall be the date of the EPA SDO's endorsement for the Agreement for that BP Affiliate with Foreign Business. Such notice shall become an addendum to the Agreement.

6. Non-Group U.S. Business Entering into A New Foreign Covered Transaction. This paragraph is applicable to any Non-Group U.S. Business that becomes a party to a new Foreign Covered Transaction subsequent to the endorsement date of the Modification to the Administrative Agreement.

If the BP Authorized Representative becomes aware of a Foreign Covered Transaction not previously disclosed to the EPA that was entered into after the endorsement date of the Modification to the Administrative Agreement (one that is not governed by Section IV, paragraphs 4 or 5 herein), the BP Authorized Representative shall disclose the transaction to the EPA Authorized Representative in writing within ten (10) days ("10-day grace period") of becoming aware of the transaction. If the EPA Authorized Representative becomes aware of a Foreign Covered Transaction not previously disclosed to the EPA, the BP Authorized Representative shall disclose the transaction to the EPA Authorized Representative in writing within ten (10) days ("10-day grace period") of the EPA Authorized Representative's request for such disclosure.

If the subject Foreign Covered Transaction does not provide for the performance of Administration Services by a Group U.S. Business, BP shall have ninety (90) days ("90-day grace period") from the date it identifies the Non-Group U.S. Business that was party to the subject transaction to transfer Administration Services under the subject transaction from the Non-Group U.S. Business to a Group US Business. If the subject transaction provides for performance of Administration Services by a Group US Business, or upon timely execution of a contract or award modification effecting this, notwithstanding any language in this Administrative Agreement to the contrary, the following provisions apply:

- (i) The Non-Group U.S. Business may perform under the Foreign Covered Transaction for which the notice was sent to EPA;
- (ii) The Non-Group U.S. Business shall not be subject to the requirements and obligations of this Agreement and is not subject to audit pursuant to Section XI or any other terms of the Agreement;
- (iii) The information regarding the Non-Group U.S. Business required in Section X (BP Covered Entities' Annual Reports) paragraphs 1.I. and 1.J. shall be reported by the BP Authorized Representative; and
- (iv) The Non-Group U.S. Business shall not be considered party to this Agreement.

If the Foreign Covered Transaction does not provide for performance of Administration Services by a Group US Business and the Non-Group U.S. Business fails to transfer Administration

Service under the subject transaction from the Non-Group U.S. Business to a Group US Business within the 90-day grace period, then that Non-Group U.S. Business will be considered a BP Affiliate With Foreign Business and subject to the Agreement as set forth at Section IV (Scope and Application), paragraph 3. Any such entity subject to the Agreement as a BP Affiliate with Foreign Business shall send written notice signed by an officer who is fully authorized to execute the Agreement on behalf of the BP Affiliate with Foreign Business to the EPA Authorized Representative(s), the EPA Independent Auditor and the BP Authorized Representative(s) by electronic mail and certified mail or equivalent within the 90-day grace period. Such written notice shall also include a signed copy of the Agreement by a signatory who is fully authorized to execute the Agreement on behalf of the BP Affiliate with Foreign Business. The effective date of the Agreement for the BP Affiliate with Foreign Business shall be the date of the EPA SDO's endorsement for the Agreement for that BP Affiliate with Foreign Business. Such notice shall become an addendum to the Agreement.”;

4. Section IX, Process Safety

a. Paragraph 4, SEMS Requirements

i. Subparagraph 4(B): *replace* “BSEE approval” *with* “BSEE’s acceptance”;

ii. Subparagraph 4(C): *replace* “thirty (30)” *with* “sixty (60)”;

b. Paragraph 5, SEMS Audit Reporting To Process Safety Monitor:

replace “thirty (30)” *with* “sixty (60)”;

5. Section X, BP Covered Entities’ Annual Reports

a. Paragraph 1, Annual Report.

i. *Insert the following subparagraphs immediately following subparagraph H:*

“I. A list of all Foreign Covered Transactions during the respective reporting period of the Agreement. For each such Foreign Covered Transaction, provide the name, address, and contact information of the BP representative of the Non-Group U.S. Business party to the subject Foreign Covered Transaction; the name and contact information of the U.S. Federal Government Agency (and office within that Agency) party to the subject Foreign Covered Transaction; the date(s) the subject Foreign Covered Transaction was awarded; the term of the subject Foreign Covered Transaction; a summary of the services and/or products to be provided under the Foreign Covered Transaction; a statement identifying the BP Group Entity performing Administration Services under the subject transaction; a copy of the contract or non-procurement transaction cover page and any provisions or modifications identifying the location in which

Administration Services are performed and a description of the Administration Services being performed by the Group US Business and; a statement identifying where the Foreign Covered Transaction is being performed.

J. Providing information on the status of the Foreign Covered Transaction during the respective reporting period of the Agreement by identifying at the time that the report is final the following categories that may be applicable:

- (i) The Non-Group U.S. Business is no longer participating in the Foreign Covered Transaction(s) that has been identified during the applicable reporting period;
- (ii) The Non-Group U.S. Business is party to Foreign Covered Transaction(s) that has been identified during the applicable reporting period and the Administration Services of those subject Foreign Covered Transaction(s) have been transferred to a Group U.S. Business;
- (iii) The Non-Group U.S. Business is within the 10-day grace period or the 90-day grace period as set forth in Section IV, Paragraph 5 or 6 above; and/or
- (iv) The Non-Group U.S. Business is subject to the applicable terms of the Agreement as a BP Affiliate With Foreign Business.”;

6. Section XI. EPA Independent Auditor

a. Paragraph 3, Scope of Independent Auditor’s Compliance Duties

i. Subparagraph (A)(4): *replace “ninety (90)” with “one hundred fifty (150)”;*

ii. Subparagraph (B), title:

(a) *Replace “Assessment” with “Review”;*

iii. Subparagraph (B)(3): *Insert the following subparagraph immediately following subparagraph (B)(3):*

“4. Any request for verification by the EPA Independent Auditor of information provided in Section X.1.I and X.1.J, shall be directed to and completed by the BP Authorized Representative by providing further documentation of compliance to the EPA Independent Auditor. ”;

iv. Subparagraphs (B)(4) and (B)(5): *Replace “(B)(4)” with “(B)(5)” and replace “(B)(5)” with “(B)(6)”;*

v. Subparagraph (B)(6), as amended: *Insert* “Subject to the limitations in paragraph 8 of Section XII” *prior to* “EPA may elect to have the EPA Independent Auditor. . . .”;

7. Section XII, General Provisions:

a. **Paragraph 5, Reports of Legal Proceedings:** *Insert* “21st day after the” *immediately prior to* “beginning of each calendar quarter”;

b. **Paragraph 8, Government Audits and Access to Records and Information:**

i. *Insert* “with the exception of certain limitations when verifying compliance with Section X (BP Group Entities’ Annual Reports), 1.I. and 1.J.,” *prior to* “EPA may enlist the Independent Auditor in further audit activities under this provision.”;

c. **Paragraph 17, Unallowable Costs:** *delete* “Authorized Representative(s)” *in the sentence beginning* “Also unallowable are the BP Covered Entity’s costs of bringing the BP Covered Entity’s self-governance. . . .”;

d. **Paragraph 39, Endorsement by Suspension and Debarment Official:**

i. **Title.** *Insert* “AND EFFECTIVE DATE” *Immediately following* “ENDORSEMENT BY SUSPENSION AND DEBARMENT OFFICIAL”;

ii. *Replace the text of this paragraph in its entirety with the following:* “The original Agreement became effective on March 13, 2014, upon the endorsement by the EPA SDO.”;

e. **Paragraph 40, Term:** *Delete* “from the date of endorsement by the EPA SDO” *with* “March 13, 2014.”

Appendix 5: Plea Agreement

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA :
v. : CRIMINAL NO.
BP EXPLORATION & PRODUCTION, INC. :

GUILTY PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, and in compliance with the holding of Bryan v. United States, 492 F.2d 775 (5th Cir. 1974), the Department, the defendant, and the defendant's counsel enter into the following guilty plea agreement. Any reference to the Department in this agreement shall mean the United States Department of Justice, including, but not limited to, the *Deepwater Horizon* Task Force, the Criminal Division of the Department of Justice and all of the Criminal Division's sections, and all of the United States Attorney's Offices for each judicial district of the United States.

1. The defendant agrees to waive prosecution by indictment and plead guilty to an information charging it with: eleven counts of violations of 18 U.S.C. § 1115 (Misconduct or Neglect of Ship Officers), one count of a violation of 18 U.S.C. § 1505 (Obstruction of Congress), one misdemeanor count of a violation of 33 U.S.C. §§ 1319(c)(1)(A) & 1321(b)(3) (Clean Water Act), and one misdemeanor count of a violation of the 16 U.S.C. §§ 703 and 707(a) (Migratory Bird Treaty Act), all arising from the defendant's conduct relating to the *Deepwater Horizon* blowout, explosion, oil spill and response. The defendant agrees to the factual allocution contained in Exhibit A to this plea agreement.

2. The defendant, BP plc and any other BP plc entity, including but not limited to any former, present or future parent, affiliate, division and subsidiary (collectively, “any other BP plc entity” or “the other BP plc entities”), and all predecessors, successors and assigns of any of the above, agree to cooperate fully and truthfully with the *Deepwater Horizon* Task Force in any criminal investigation related to or arising from the *Deepwater Horizon* blowout, explosion, oil spill and response. Cooperation shall include but not be limited to (a) promptly disclosing any and all related criminal or potentially criminal conduct of which the defendant, BP plc or any other BP plc entity are currently aware, (b) promptly producing documents to the *Deepwater Horizon* Task Force upon request, (c) promptly making employees and agents available to the *Deepwater Horizon* Task Force upon request for interview or for testimony in any proceeding, subject to those employees’ and agents’ own legal rights, and (d) making reasonable efforts to ensure its employees and agents provide full and truthful information; provided, however, that compliance with this paragraph shall not be construed as requiring or effecting a waiver of the attorney-client privilege or work product protections.

3. The defendant understands, agrees, and has had explained to it by counsel that the Court may impose the following statutory maximum sentences:

(a) Counts One through Eleven, 18 U.S.C. § 1115 (Misconduct or Neglect of Ship Officers), for each count:

- (i) A fine of \$500,000 or twice the gross gain or loss, whichever is greater;
- (ii) Five years of probation; and
- (iii) A \$400 special assessment;

(b) Count Twelve, 33 U.S.C. §§ 1319(c)(1)(A) & 1321(b)(3) (Clean Water Act):

- (i) A fine of \$200,000, or \$25,000 per day of the violation, or twice the gross gain or loss, whichever is greater;
- (ii) Five years of probation; and
- (iii) A \$125 special assessment;

(c) Count Thirteen, 16 U.S.C. §§ 703 and 707(a) (Migratory Bird Treaty Act):

- (i) A fine of \$15,000 or twice the gross gain or loss, whichever is greater;
- (ii) Five years of probation; and
- (iii) A \$50 special assessment;

(d) Count Fourteen, 18 U.S.C. § 1505 (Obstruction of Congress):

- (i) A \$500,000 fine;
- (ii) Five years of probation; and
- (iii) A \$400 special assessment;

4. The parties agree that this plea agreement is made pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure and that the following specific sentence is the appropriate disposition of this case. If the Court rejects this plea agreement, it is further agreed that the defendant may withdraw its plea. If acceptable to the Court, the parties agree to waive the presentence investigation and report pursuant to Fed. R. Crim. P. 32(c), and to request that the

defendant be sentenced at the time the guilty plea is entered. The agreed-upon sentence pursuant to Rule 11(c)(1)(C) is as follows:

- (a) Payment of criminal recoveries totaling \$4 billion (\$4,000,000,000), as set forth below in paragraphs 4(b) and 4(c)(viii).
- (b) Payment of criminal fines totaling \$1.256 billion (\$1,256,000,000), as follows:
 - (i) Fine allocation. The fine payments shall be allocated as follows:
 - (A) As to Counts One through Eleven, the maximum statutory fine pursuant to 18 U.S.C. § 3571(c) of \$500,000 per count shall be paid, totaling \$5.5 million.
 - (B) As to Count Twelve, a total of \$1.15 billion (\$1,150,000,000) shall be paid to the Oil Spill Liability Trust Fund, pursuant to 33 U.S.C. §§ 1319(c)(1)(A) and 1321(b)(3), 18 U.S.C. § 3571(d) and 26 U.S.C. § 9509(b)(8).
 - (C) As to Count Thirteen, a total of \$100 million (\$100,000,000) shall be paid to the North American Wetlands Conservation Fund, pursuant to 16 U.S.C. §§ 703, 707 and 4406(b) and 18 U.S.C. § 3571(d), for

the purpose of wetlands restoration and conservation projects located in States bordering the Gulf of Mexico or otherwise designed to benefit migratory bird species and other wildlife and habitat affected by the Macondo oil spill.

- (D) As to Count Fourteen, the maximum statutory fine of \$500,000, pursuant to 18 U.S.C. § 3571(c), shall be paid.
- (ii) Schedule. The fines shall be paid according to the following schedule:
 - (A) As to Counts One through Eleven and Fourteen, all fines shall be paid within 60 days of sentencing.
 - (B) As to Counts Twelve and Thirteen, fines shall be paid on a pro rata basis as follows: \$250 million to be paid within 60 days of sentencing; an additional \$250 million to be paid within one year of sentencing; an additional \$250 million to be paid within two years of sentencing; an additional \$150 million to be paid within three years of sentencing; an additional \$150 million to be paid within four years of sentencing; and the remainder to be paid within five years of sentencing.

(c) A statutory-maximum term of five years of probation. Probation shall include the following mandatory and discretionary special conditions, pursuant to 18 U.S.C. §§ 3563(a) and (b):

- (i) The defendant shall not commit another federal, state, or local crime.
- (ii) The defendant shall notify the probation officer within seventy-two hours of any criminal prosecution against the defendant.
- (iii) The defendant shall answer truthfully all inquiries by the probation officer.
- (iv) The defendant shall provide to the probation officer full access to any of the defendant's business operating locations.
- (v) The defendant shall give ten days' prior notice to the probation officer of any intended change in principal business location or mailing address.
- (vi) The defendant shall notify the Court and the probation officer of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay the fines and other financial obligations set forth herein.
- (vii) The defendant shall pay the fines set forth in paragraph 4(b) above.
- (viii) Pursuant to 18 U.S.C. § 3563(b)(22), an order, attached

hereto as Exhibit B, shall be entered. The terms of the order shall be enforceable as additional special conditions of probation.

The parties agree and stipulate that the specific discretionary terms of probation enumerated herein are appropriate, and further agree that no additional discretionary terms of probation should be imposed. The defendant, BP plc and any other BP plc entity shall not capitalize into inventory or basis or take as a tax deduction, in the United States or elsewhere, any portion of the monetary payments made pursuant to this plea agreement. The defendant, BP plc and any other BP plc entity shall not reference this plea agreement and any payments pursuant hereto or other compliance herewith in any public relations, marketing or advertising; provided, however, that the defendant, BP plc and any other BP plc entity shall be permitted to make required disclosures under applicable securities laws. The defendant further agrees that payments made pursuant to paragraph 4(c)(viii) above shall have no effect on, and shall not be argued by the defendant, BP plc or any other BP plc entity, to reduce in any way, any civil claims by any party arising out of the *Deepwater Horizon* blowout, explosion, oil spill and response, including but not limited to natural resource damage claims.

(d) The defendant further agrees to pay the special assessments, totaling \$4,975, before the time of sentencing and shall provide a receipt from the Clerk to the Department before sentencing as proof of this payment.

(e) The defendant shall pay any mandatory restitution specified in 18 U.S.C. § 3663A(b)(3), to the extent applicable, to the Clerk of the Court for the benefit of

the families or other designated representatives of the eleven men who died onboard the *Deepwater Horizon*. Restitution is not otherwise authorized for certain offenses in the plea agreement and, pursuant to 18 U.S.C. § 3663(a)(1)(B)(ii), is not otherwise appropriate because (i) restitution need not be addressed in this matter given that compensation for victims has been or is being addressed in other proceedings, including in MDL-2179 and (ii) fashioning of any restitution order would unduly complicate and prolong the sentencing process.

5. The defendant stipulates that there is a factual basis for the imposition of a criminal fine in the amount of \$1,256,000,000 pursuant to 18 U.S.C. § 3571(d) and that the payments made pursuant to paragraphs 4(b) and 4(c)(viii) do not together exceed the statutory-maximum fine available under that statute. The defendant hereby waives any right to jury or bench trial as to those payments.

6. The defendant will acknowledge acceptance of this plea agreement by the signature of its counsel and shall provide to the Department, as Exhibit C hereto, a certified resolution of the Board of Directors of BP Exploration and Production, Inc. authorizing the defendant to enter a plea of guilty and authorizing an agent to execute this agreement. The defendant will further provide to the Department, as Exhibit D hereto, a certified resolution of the Board of Directors of BP plc providing as follows:

(a) BP plc and other BP plc entities shall be bound by those specific terms of this agreement that expressly apply to BP plc and other BP plc entities. BP plc shall secure and deliver to the Department from both BP Corporation North America Inc. ("BPCNA") and BP plc guarantees for all payments due from the defendant under this

agreement, with BPCNA as the primary guarantor and BP plc as the secondary guarantor in the event of a default by BPCNA. BP plc and BP BPCNA consent to the jurisdiction of U.S. courts solely for purposes of enforcing the guarantees. Any legal successor or assign of BPCNA or BP plc shall remain liable, as the case may be, for the guarantee of defendant's payment obligations hereunder, and an agreement to so remain liable shall be included by BPCNA or BP plc, respectively, in the terms of any sale, acquisition, or merger of those entities. Any legal successor or assign of defendant shall remain liable for defendant's obligations in this plea agreement, and an agreement to so remain liable shall be included by defendant in the terms of any sale, acquisition, or merger of defendant.

(b) The defendant, BP plc and other BP plc entities waive any statute of limitations as of the date of this agreement through the full term of defendant's probation and until all of the defendant's obligations under this agreement have been satisfied with regard to any conduct relating to or arising out of the *Deepwater Horizon* blowout, explosion, oil spill and response.

7. The Department agrees that, subject to paragraph 2 of this agreement, the Department shall not further prosecute the defendant, BP plc or any other BP plc entity, including all predecessors, successors and assigns of any of the above, for any conduct regarding any matters under investigation by the *Deepwater Horizon* Task Force relating to or arising out of the *Deepwater Horizon* blowout, explosion, oil spill and response. This agreement shall not apply to individuals. Should a court determine that the defendant has breached this agreement, the defendant will not be entitled to withdraw its plea of guilty, and the Department may prosecute the defendant, BP plc and any other BP plc entity, and any predecessors, successors and assigns of any

of the above, for any conduct relating to or arising out of the *Deepwater Horizon* blowout, explosion, oil spill and response, notwithstanding the expiration of any applicable statute of limitations following the signing of this plea agreement. In any such prosecution, the Department may use the defendant's admissions of guilt as admissible evidence against the defendant, BP plc and any other BP plc entity.

8. The Department agrees that, if requested to do so, it will advise any appropriate suspension or debarment authority that, in the Department's view, the defendant has accepted criminal responsibility for its conduct relating to the *Deepwater Horizon* blowout, explosion, oil spill and response by virtue of this guilty plea, and that BP is obligated pursuant to this agreement to cooperate in any ongoing criminal investigation by the Department relating to the *Deepwater Horizon* blowout, explosion, oil spill and response. Nothing in this agreement limits the rights and authority of the United States of America to take further civil or administrative action against the defendant including but not limited to any listing and debarment proceedings to restrict rights and opportunities of the defendant to contract with or receive assistance, loans and benefits from United States government agencies.

9. In exchange for the undertakings made by the Department in entering this plea agreement, the defendant voluntarily and expressly waives all rights to appeal or collaterally attack the defendant's conviction, sentence, or any other matter relating to this prosecution, whether such a right to appeal or collateral attack arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law.

10. The defendant waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A (Statutory Note), for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

11. The defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the criminal investigation or prosecution of this criminal case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a.


12. The defendant is satisfied with the legal representation provided by the defendant's lawyer; the defendant and its lawyer have fully discussed this plea agreement; and the defendant is agreeing to plead guilty because the defendant admits that it is guilty.

13. Both parties agree that the parties' guilty plea agreement contains no additional promises, agreements, or understandings other than those set forth in this written guilty


plea agreement, and that no additional promises, agreements, or understandings will be entered into unless in writing and signed by all parties.

JIM LETTEN
United States Attorney
Eastern District of Louisiana

LANNY A. BREUER
Assistant Attorney General
Criminal Division


JOHN D. BURETTA, Director
DEREK A. COHEN, Deputy Director
Deepwater Horizon Task Force

BP EXPLORATION AND PRODUCTION, INC., BP plc and BP Corporation North America Inc.


BY: MARK FILIP and JOSEPH WARIN, PC
Counsel for BP Exploration and Production, Inc., BP plc and BP Corporation North America Inc.

Date: November 15, 2012

Exhibit A

Exhibit A

Defendant BP Exploration & Production, Inc. ("BP") agrees that, if the case were to proceed to trial, the Government could establish beyond a reasonable doubt that:

At all relevant times, BP resided in, and engaged in regular business throughout, the states bordering the Gulf of Mexico, including in the Eastern District of Louisiana. On or about April 20, 2010, BP was the leaseholder and operator of the Macondo Well located off the coast of Louisiana. In this capacity, BP, as the designated operator under BOEMRE regulations, was ultimately responsible for conducting operations at Macondo in a way that ensured the safety and protection of personnel, equipment, natural resources, and the environment. BP hired Transocean, Ltd., the owner of the drilling rig *Deepwater Horizon*, a vessel, to provide the rig and drilling crew to implement BP's drilling plan for the Macondo Well. Transocean was also responsible for conducting safe operations and for protecting personnel onboard. At all times relevant to the Information, the *Deepwater Horizon* was temporarily attached to and erected on the seabed of the Outer Continental Shelf in the Gulf of Mexico to explore and develop resources from the Outer Continental Shelf, to wit: oil and natural gas.

BP's responsibility as the leaseholder and operator of the Macondo Well and Transocean's responsibility as the rig owner imposed on each a duty to insure that the negative pressure test performed prior to temporarily abandoning the well was done safely, in accordance with the standard of care applicable in the deepwater oil exploration industry. On the night of the explosion, BP had two Well Site Leaders on the *Deepwater Horizon*, who were BP's employees, agents, and highest-ranking representatives on the rig. The Well Site Leaders were responsible for supervising the negative pressure test conducted by Transocean.

On or about April 20, 2010, between approximately 5:00 and 8:00 p.m. Central Daylight Time, the negative pressure test performed on the Macondo Well provided multiple indications that the wellbore was not secure. BP's Well Site Leaders negligently supervised the negative pressure test during this time, failed to alert engineers on the shore of these indications, and, along with others, ultimately deemed the negative pressure test a success, all in violation of the applicable duty of care. The negligent conduct of BP's Well Site Leaders is attributable to BP.

BP's negligent conduct, among others, was a proximate cause of the deaths of eleven men and pollution resulting from the Macondo Well blowout. As a result of this negligent supervision and decision-making, BP and the Transocean rig crew proceeded with removing drilling mud from the Macondo well until it became so underbalanced that natural gas and oil migrated through the well, up through the riser, and onto the rig floor. This migration of natural gas and oil in turn caused multiple explosions and a fire which burned for two days, and resulted in the *Deepwater Horizon* sinking on or about April 22, 2010.

On or about April 20, 2010, in the Eastern District of Louisiana and elsewhere, BP, being a charterer of a vessel, to wit: the *Deepwater Horizon*, engaged in neglect through which the lives of the following persons were destroyed: Jason Christopher Anderson; Aaron Dale Burkeen; Donald Neal Clark; Stephen Ray Curtis; Gordon Lewis Jones; Roy Wyatt Kemp; Karl Dale Kleppinger Jr.; Keith Blair Manuel; Dewey Allen Revette; Shane Michael Roshto; and Adam Taylor Weise, in violation of Title 18, United States Code, Section 1115.

On or about April 20, 2010, in the Eastern District of Louisiana and elsewhere, BP did negligently discharge and cause to be discharged oil in connection with activities under the Outer Continental Shelf Lands Act and which may have affected natural resources belonging to, appertaining to, and under the exclusive management authority of the United States, in such

quantities as may be harmful in violation of Title 33, United States Code, Sections 1319(c)(1)(A) and 1321(b)(3).

On or about and between April 20, 2010, and December 31, 2010, in the Eastern District of Louisiana and elsewhere, BP did unlawfully kill and cause to be killed one or more migratory birds, including Brown Pelicans, Laughing Gulls, Northern Gannets, and other protected species, when defendant negligently discharged and caused to be discharged oil from the Macondo well.

All in violation of Title 16, United States Code, Sections 703 and 707(a).

On or about May 24, 2010, in the Eastern District of Louisiana and elsewhere, BP did corruptly, that is, with an improper purpose, endeavor to influence, obstruct, and impede the due and proper exercise of the power of inquiry under which an inquiry and investigation was being had by a Committee of the United States House of Representatives into the amount of oil flowing from the Macondo Well ("flow rate") through the following omissions and false and misleading statements in its May 24, 2010 response ("Markey Response") to the Committee on Energy and Commerce:

1. BP, through a former vice president, withheld information and documents relating to multiple flow-rate estimates prepared by BP engineers that showed flow rates far higher than 5,000 BOPD, including as high as 96,000 BOPD.
2. BP, through a former vice president, withheld information and documents relating to internal flow-rate estimates he prepared using the Bonn Agreement analysis, that showed flow rates far higher than 5,000 BOPD, and that went as high as 92,000 BOPD.

3. BP, through a former vice president, falsely represented that the flow-rate estimates included in the Response were the product of the generally-accepted ASTM methodology. At the time that this false representation was made, BP's former vice president knew that those estimates were the product of a methodology he devised after, among other things, a review of a Wikipedia entry about oil spill estimation.
4. BP, through a former vice president, falsely represented that the flow-rate estimates included in the Markey Response had played "an important part" in Unified Command's decision on April 28, 2010, to raise its own flow-rate estimate to 5,000 BOPD. At the time this false representation was made, BP's former vice president knew that those flow-rate estimates had not played "an important part" in Unified Command's decision to raise its flow-rate estimate and had not even been distributed outside of BP prior to that decision.
5. BP falsely suggested, in its May 24, 2010 letter, that the Unified Command's flow rate estimate of 5,000 barrels of oil per day ("BOPD") was the "most scientifically informed judgment" and that subsequent flow rate estimates had "yielded consistent results." In fact, as set forth above, BP had multiple internal documents with flow rate estimates that were significantly greater than 5,000 BOPD that it did not share with the Unified Command.
6. On or about June 25, 2010, in a BP letter to Congressman Markey, BP's former vice president inserted language that falsely stated that BP's worst case discharge estimate was raised from 60,000 BOPD to 100,000 BOPD after subsequent "pressure data was obtained from the BOP stack." At the time this false representation was made, BP's former vice president knew that the 100,000 BOPD figure was not first derived after

subsequent pressure data had been obtained, but instead, he had been aware of a 100,000 BOPD worst case discharge since as early as on or about April 21, 2010.

BP's former vice president's knowledge and actions are attributable to BP.

All in violation of Title 18, United States Code, Section 1505.

Exhibit B

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA

v.

BP EXPLORATION &
PRODUCTION, INC.

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* * *

Case No. _____

ORDER

Pursuant to 18 U.S.C. § 3563(b)(22), IT IS HEREBY ORDERED:

Monitors

1. Retention of Monitors and Duties:

- a. *Process Safety Monitor:* The defendant shall retain, subject to approval by the Assistant Attorney General, Criminal Division, Department of Justice (“DOJ”), or his/her designee, a process safety monitor who shall be experienced in process safety and risk management and familiar with complex industrial operations such as deepwater oil and gas drilling (hereinafter the “Process Safety Monitor”). The Process Safety Monitor’s duties will be to review, evaluate and provide recommendations for the improvement of defendant’s process safety and risk management procedures, including, but not limited to, the defendant’s major accident/hazard risk review of drilling-related process safety barriers and mitigations, for the purpose of preventing future harm to persons, property and the environment resulting from deepwater drilling in the Gulf of Mexico by the defendant and its Affiliates. For the purposes of this Order, the term “Affiliates” shall mean any entity

controlled, directly or indirectly, by BP plc that participates in deepwater drilling in the Gulf of Mexico, whether such entity is in existence now or in the future. The Process Safety Monitor shall among other things participate in defendant's major accident/hazard risk review for drilling, intervention, and completion, including: reviewing of relevant materials, participating in meetings and other deliberations, and making suggestions on the strength and effectiveness of the risk mitigation and prevention measures, and changes in such measures.

- b. *Ethics Monitor*: The defendant shall retain, subject to approval by the Assistant Attorney General, Criminal Division, DOJ, or his/her designee, an ethics monitor who shall be familiar with best practices with respect to corporate codes of conduct, including implementation, training and enforcement thereof (hereinafter the "Ethics Monitor"). The Ethics Monitor's duties will be to review and provide recommendations for improvement of BP plc's Code of Conduct and its implementation and enforcement for the purpose of preventing future criminal and ethical violations with respect to dealings with regulatory and enforcement authorities by the defendant and Affiliates, including, but not limited to, violations related to the conduct giving rise to the Information filed in this matter. In the event that any federal suspension and debarment authority requires a monitor with responsibilities related to ethics and compliance in any agreement with a suspension and debarment authority, the defendant may petition DOJ to have the Ethics Monitor replaced by (or have the duties combined with that of) such other monitor.

2. Monitorship Scheduling and Compensation:

- a. Within 60 calendar days after the Court imposes sentence (the “Effective Date”), the defendant shall forward to the Assistant Attorney General, Criminal Division, DOJ, or his/her designee, the names of no more than five proposed monitors ranked in order of preference as to each of the two categories of monitorships. DOJ will promptly review and assess the defendant’s proposals. The defendant shall retain each monitor as soon as possible, but not later than 60 calendar days after the date that DOJ approves each such proposed monitor.
- b. The monitorships shall exist for a period of four years from the date of the monitor’s engagement unless earlier terminated pursuant to paragraph 4(f) herein.
- c. Each monitor shall have the authority to employ personnel reasonably necessary, and with appropriate professional qualifications, to assist in the proper discharge of the monitor’s duties, as specified herein. The defendant shall have the opportunity to perform routine conflict checks on individuals or entities the monitor proposes to engage, and within two weeks of a proposed engagement, the defendant shall advise the monitor if any conflict exists. Any disputes in this respect shall be decided by DOJ in its sole discretion.
- d. The reasonable compensation and expenses of each monitor, and any persons hired by each monitor pursuant to his/her authority hereunder, shall be paid by the defendant. Each monitor, and any persons hired by each monitor, shall be compensated in accordance with their typical hourly rates or a reasonable fee determined by the monitor based on applicable market rates.

3. Powers of the Monitors:

- a. Each monitor shall have the authority to take such reasonable steps as, in the monitor's view, may be necessary to be fully informed with respect to the monitor's duties.
- b. The defendant, BP plc and Affiliates shall cooperate fully with the monitors to allow each monitor to fulfill his or her respective duties under this Order, including providing each monitor with access to all information, documents, records, facilities and/or employees, as reasonably requested by the monitor.
- c. Each monitor shall maintain as confidential all non-public information, documents and records it receives from the defendant, subject to the monitor's reporting requirements herein. Each monitor shall take appropriate steps to ensure that any of his/her consultants or employees shall also maintain the confidentiality of all such non-public information.
- d. Should any monitor, or staff assisting any monitor in fulfilling his or her responsibilities, be provided access to materials ("Subject Materials") that may be protected by the attorney-client privilege or work product doctrine (or any other legally cognizable privilege or protection), the following conditions shall apply:
 - i. Any provision of Subject Materials to a monitor pursuant to this order will not constitute waiver of any applicable privilege.
 - ii. In the event the monitors or DOJ seeks disclosure of Subject Materials for any reason, the monitor shall provide the defendant with timely notice of its intention to do so.

iii. Each monitor shall return all Subject Materials to defendant, BP plc, and Affiliates upon the date the respective monitor is finished using Subject Materials for the purpose of fulfilling his or her responsibilities.

4. Monitors' Reviews and Reports:

- a. Each monitor shall conduct an initial review and prepare an initial report, followed by up to three follow-up reviews and reports as described below. With respect to each review, whether initial or follow-up, after consultation with the defendant and DOJ, each monitor shall prepare a written work plan, which shall be submitted to the defendant and DOJ for review and comment no fewer than 60 calendar days prior to commencing each review. The defendant and DOJ shall provide comment no later than 30 calendar days after receipt of the written work plan. The monitors' work plans for the initial review shall include such steps as are reasonably necessary to conduct an effective initial review. In developing each work plan and in carrying out the reviews pursuant to such plans, the monitors are encouraged to coordinate with the defendant. Any disputes between the defendant and the monitors with respect to the work plan shall be decided by DOJ in its sole discretion.
- b. Each monitor's initial review shall commence no later than 120 calendar days from the date of the engagement of the monitor, unless otherwise agreed between the defendant, the respective monitor and DOJ.
- c. Each monitor shall issue a written report within 120 calendar days of completing the initial review setting forth the monitor's assessment and making recommendations reasonably designed to improve the effectiveness of the defendant's process safety and risk management as to deepwater drilling. Each written report shall set forth the

monitor's assessments, recommendations, and the reasons for the recommendations.

The monitors are encouraged to consult with the defendant concerning the monitors' findings and recommendations on an ongoing basis. If a monitor identifies a potential violation of the law, the monitor shall promptly report the potential violation to the Probation Office, DOJ and the defendant. The monitors shall provide the written report to the Probation Officer, the Assistant Attorney General, Criminal Division, Department of Justice, or his/her designee, the Board of Directors of the defendant and the Board of Directors of BP plc. After consultation with the defendant, the monitors may extend the time period for issuance of the written report for up to 60 calendar days with prior written approval of DOJ.

- d. Within 120 calendar days after receiving the monitor(s)' report, the defendant, and to the extent set forth in the report, BP plc and Affiliates, shall adopt all recommendations in the report; provided, however, that within 30 calendar days after receiving the report, the defendant shall notify the monitor and DOJ in writing of any recommendations that the defendant, BP plc or Affiliates considers inconsistent with applicable law or regulation or otherwise inadvisable. As to any recommendation on which the defendant and the monitor do not agree, the defendant and the monitor shall attempt in good faith to reach an agreement within 45 calendar days after the defendant serves the written notice. In the event the defendant and the monitor are unable to agree on an acceptable alternative proposal, the defendant shall promptly consult with DOJ, and may request that DOJ consult with the Bureau of Safety and Environmental Enforcement ("BSEE") regarding the dispute. DOJ will submit a written opinion to the defendant as to whether the defendant should adopt the

monitor's recommendation or an alternative proposal, and the defendant shall abide by that determination. Pending such determination, the defendant shall not be required to adopt any contested recommendation(s). With respect to any recommendation that the monitor determines cannot reasonably be adopted within 120 calendar days after receiving DOJ's report, the monitor may extend the time period for adoption with prior written approval of DOJ.

- e. Each monitor shall undertake up to three follow-up reviews. Within 120 calendar days of initiating each follow-up review, the monitors shall complete the review and report on the monitors' findings in the same fashion as set forth above with respect to the initial review. The first follow-up review shall commence one year after the initial review was completed. The second follow-up review shall commence one year after the first follow-up review was completed. The third follow-up review shall commence one year after the second follow-up review was completed. After consultation with the defendant, the monitor(s) may extend the time period for these follow-up reviews for up to 60 calendar days with prior written approval of DOJ.
- f. If, reasonably promptly after completing two follow-up reviews, a monitor and the defendant mutually agree that the defendant's applicable policies and procedures, and implementation and enforcement thereof, are appropriate, and that further monitoring and review is not warranted, then the monitor may apply to DOJ for permission to forego the third follow-up review. If DOJ approves, then DOJ shall make a recommendation to the Probation Officer and the Court to forego the third follow-up review, and, upon approval by the Probation Officer and the Court, the engagement of the monitorship shall terminate.

Safety and Environmental Management Systems Audits

5. For every contracted drilling rig currently in the defendant's fleet with a remaining contract term of at least three but less than six years as of the Effective Date, the defendant shall conduct at least one Safety and Environmental Management System ("SEMS") audit as described in 30 C.F.R. Part 250 during the remaining contract term. For every contracted drilling rig currently in the defendant's fleet with a remaining contract term of six years or more as of the Effective Date, the defendant shall conduct at least two SEMS audits during the remaining contract term under applicable BSEE regulations. For drilling rigs that are contracted after the Effective Date, the defendant shall comply with applicable BSEE regulations concerning SEMS audits.
6. For its current contracts with rig contractors with respect to deepwater drilling rigs, the defendant shall request that its rig contractors join the Center for Offshore Safety ("COS"), which requires its members to conduct SEMS audits. For new contracts with rig contractors with respect to deepwater drilling rigs, the defendant shall require rig contractors to join COS. The defendant may choose to conduct joint SEMS audits with its contractors for contracted deepwater drilling rigs.
7. The defendant shall conduct one SEMS audit for each of its operated platforms, including BP-owned platform rigs, within five years of the Effective Date.
8. With respect to defendant-operated platforms, the defendant shall follow Third Party SEMS Auditing and Certification of Deepwater Operations Requirements as specified by COS.

Operational Oversight

9. Third Party Verification of Blowout Preventers. Each time the defendant or its contractors brings a subsea blowout preventer system as referenced in 30 CFR 250.440 ("BOP") into service on a moored or dynamically positioned drilling rig, and each time a subsea BOP from

a moored or dynamically positioned drilling rig is brought to the surface, the defendant or its contractors, through a third party, will verify that all required and recommended testing and maintenance of the BOP were performed in accordance with manufacturer recommendations and API Recommended Practice 53 (and Standard 53 when it becomes final).

10. Deepwater Well Control Competency Assessments. The defendant shall implement the following measures to strengthen its well control competencies:

- a. The defendant shall develop, within 6 months of the Effective Date, a deepwater well control competency assessment plan for the defendant personnel responsible for oversight of deepwater drilling operations on defendant-owned or contracted rigs. The plan shall exceed the competency requirements set forth in 30 CFR §§250.1500-1510 (Subpart O), and shall include, but not be limited to: identifying skill sets and other competencies needed to recognize, evaluate, respond, and remediate well control events; providing for the training, assessment of skills and competencies; and undertaking appropriate corrective actions for personnel who do not demonstrate the identified skills or competencies.
- b. The defendant shall provide to BSEE, on an annual basis, a summary report regarding competency assessment plan implementation, including the types and aggregate number of people assessed, found competent, found in need of further training, and the number who have completed training and reassessment.

11. Cement Design and Competency.

- a. The defendant shall require review and approval by subject matter experts of the defendant, BP plc, or the Affiliates of cement designs used for primary cementing of casing and exposed hydrocarbon-bearing zones during drilling operations at deepwater wells.

- b. The defendant shall require that lab testing of cement slurries for primary cementing of casing and exposed hydrocarbon bearing zones relating to drilling operations of deepwater wells be conducted or witnessed by a defendant engineer competent to evaluate such lab testing or a competent third party independent of the cement provider. The defendant shall provide lab results to the applicable BSEE field office within a reasonable period of time.
- c. The defendant shall develop and provide to BSEE, within 6 months of the Effective Date, a framework document setting forth the defendant's competency requirements for cement subject matter experts, subject to review and approval at BSEE's option.

- 12. Houston Monitoring Center ("HMC"). The defendant shall maintain a real-time drilling operations monitoring center at its Houston office or other appropriate location. The well control data to be monitored will include, at a minimum, active pit volume, pump pressure, flow rate out, gas units, and trip displacement. The HMC shall monitor such data for all defendant-owned or contracted rigs conducting drilling with a subsea BOP installed on the wellhead. The defendant shall provide BSEE personnel with reasonable access to the HMC.
- 13. Incident Reporting. The defendant shall provide to BSEE, on an annual basis, a summary report documenting incidents operators are required to report under 30 CFR 250.188. For each item reported, the defendant shall describe the actions implemented to correct the item and/or to prevent recurrence. This report shall be submitted by March 31st of each year covering incidents during the previous calendar year.

Oil Spill Response Training and Drills

- 14. The defendant shall train each Command Officer and Staff, General Section Chiefs, and Staff including the Oil Spill Response Coordinator and alternates of the GoM Incident

- Management organization at least once per year and require their participation in at least one table top oil spill response exercise per year.
15. The defendant shall maintain a crisis management organization, including two crisis management centers, consisting of at least 6 crisis management professionals (including a supervisor) to assist in oil spill response training and drills.
16. The defendant shall conduct annual training with the Marine Well Containment Company ("MWCC"), or a similar organization, for its Operations Section chiefs and Source Control Section chiefs in the Gulf of Mexico.
17. The defendant shall participate in MWCC or industry oil spill response drills at least once per year.
18. The defendant shall, at least once per year, conduct or participate in a table top exercise involving activation of MWCC to simulate mobilization of assets and personnel necessary to cap or cap/contain a subsea loss of well control.
19. The defendant shall invite the United States Coast Guard and BSEE to participate in at least one internal oil spill response drill per year.

Best Practices

20. Oil Spill Response Plan (OSRP). Within 60 days of entry of this Order, the defendant shall revise its Oil Spill Response Plan as necessary to include:
- a. Provisions to maintain access to a supply of dispersant and fire boom for use in the event of an uncontrolled long-term blowout for the length of time required to drill a relief well;
 - b. Contingencies for maintaining an ongoing response for the length of time required to drill a relief well;

- c. Description of measures and equipment necessary to maximize the effectiveness and efficiency of the response equipment used to recover the discharge on the water's surface, including methods to increase encounter rates;
- d. Information regarding remote sensing technology and equipment to be used to track oil slicks, including oil spill detection systems and remote thickness detection systems (e.g., X-band/infrared systems);
- e. Information regarding the use of communication systems between response vessels and spotter personnel;
- f. Shoreline protection strategy that is consistent with applicable area contingency plans; and
- g. For operations using a subsea BOP or a surface BOP on a floating facility, a discussion regarding strategies and plans related to source abatement and control for blowouts from drilling.

21. Safety Technology Developed with Industry. The defendant shall collaborate with industry and academic efforts to develop discrete technologies to enhance operational safety with respect to deepwater drilling. Within one year of the Effective Date, the defendant shall propose and initiate collaboration on at least two pilot projects to evaluate technology enhancements over the course of the five year period following the Effective Date of this Order. Upon conclusion of the pilot projects, the defendant will propose to BSEE at least two pilot projects for implementation and implement them unless the defendant demonstrates that one or more pilot projects is technically unsound or economically infeasible.

22. Other Safety Technology Development. Over the course of the three years following the Effective Date of this Order defendant will advance to BSEE three proposals in one or more

of the following categories for pilot projects regarding the development of specific new technology in: (1) enhancing functionality, intervention, testing and activation of BOP systems such as acoustics and subsea communications capabilities; (2) enhancing well design; or (3) enhancing real-time monitoring on rig and onshore. Upon conclusion of the pilot projects, the defendant will implement at least two pilot projects, unless the defendant demonstrates that one or more pilot projects is technically unsound or economically infeasible.

Transparency

23. The defendant will create, within 90 days after the Effective Date, a public website that contains the following information:
- a. Lessons learned from the Deepwater Horizon incident;
 - b. Annual progress reports on its compliance with the special terms of probation contained in this Order;
 - c. Annual summaries of recordable safety incidents, days away from work, hydrocarbon spills and the volume thereof; and
 - d. An annual list of all incidents of non-compliance with BSEE or BOEM regulations or probation for which the defendant is cited, including corrective actions taken and penalties assessed.

Rig Equipment: Two Blind Shear Rams

24. The defendant will use, and require its contractors to use, subsea BOPs equipped with no fewer than two blind shear rams and a casing shear ram on all drilling rigs under contract to the defendant for deepwater drilling operations in dynamic positioning mode. As to moored drilling rigs under contract to the defendant which use subsea BOPs, the defendant will require that each BOP used in deepwater drilling operations be equipped with two shear

rams, including at least one blind shear ram and either an additional blind shear ram or a casing shear ram.

Safety Organization

25. The defendant shall maintain a safety organization that has the authority to intervene or stop any operation that it deems unsafe.

Third-Party Auditor

26. The defendant will enter into a contract with an independent third-party (referred to herein as "the Auditor") who shall review and report to the Probation Officer, DOJ, and the defendant on the defendant's compliance with paragraphs 5 through 25 of this Order. The reasonable compensation and expenses of the Auditor shall be paid by the defendant. The Auditor shall be compensated in accordance with its typical hourly rates or a reasonable fee determined by the Auditor based on applicable market rates
27. The defendant will propose auditor(s) to perform these functions to DOJ within 90 days after the Effective Date, and the selection shall be subject to DOJ's approval.
28. On an annual basis, the Auditor shall perform his/her responsibilities by reviewing documentation and taking such other reasonable measures as may be appropriate to sample or test the defendant's compliance with paragraphs 5 through 25 of this Order. The Auditor shall identify and report annually its findings on the defendant's compliance with the terms of this Order to the Probation Officer, DOJ, and the defendant.
29. If the Auditor finds deficiencies in the defendant's compliance with paragraphs 5 through 25 of this Order, the Auditor will provide the Probation Officer, DOJ, and the defendant prompt notice and the defendant will, within 30 days, provide a plan to address the deficiencies and an opportunity to cure. In the event DOJ finds the defendant's plan to address the

deficiencies unacceptable, DOJ will submit a written opinion to the defendant identifying its objections and advising the defendant of an acceptable means of addressing the deficiencies. Within 30 days of receiving any such objections from DOJ, the defendant will provide an updated plan to the Auditor and DOJ which either provides for implementation of an option suggested by DOJ or an alternative means which DOJ determines to satisfactorily address its objections.

30. In addition to an annual report, the auditor shall periodically evaluate and report to the Probation Officer, BSEE, DOJ, and the defendant whether the defendant has complied with any plan to address deficiencies identified by the Auditor.
31. In the event the Auditor resigns, the defendant will propose to DOJ replacement auditor(s) to perform these functions promptly after such resignation. Selection of a replacement auditor shall be subject to the same process set forth immediately above.

Development of Implementation Plan

32. The provisions in Paragraphs 5-31 constitute a framework and outline of the subject areas for the development of more specific measures that the defendant must implement pursuant to this Order. By no later than 60 days after the Effective Date of this Order, the defendant shall submit a detailed implementation plan for approval by the Probation Officer and DOJ. The defendant shall consult with DOJ or its designee in preparing the implementation plan, and the plan shall include among other things, and as necessary and appropriate, interim milestones covering each of the following areas: Safety and Environmental Management Systems Audits (Paragraphs 5-8), Operational Oversight (Paragraphs 9-13), Oil Spill Response Training and Drills (Paragraphs 14-19), Best Practices (Paragraphs 20-22), Transparency (Paragraph 23), Rig Equipment: Two Blind Shear Rams (Paragraph 24), Safety

Organization (Paragraph 25) and Third-Party Auditor (Paragraphs 26-31). Upon approval of the implementation plan by the Probation Officer and DOJ, the defendant shall comply with the plan. After approval of the implementation plan, the defendant may request in writing that the Probation Officer and DOJ approve modifications of the implementation plan for good cause. Upon approval of a modification by the Probation Officer and DOJ, the defendant shall comply with the implementation plan as modified. Compliance with the implementation plan's provisions is a special condition of the defendant's probation. The defendant is required to provide prompt notice to the Probation Officer in the event the defendant fails to comply with any of the provisions of the implementation plan, including meeting any of the interim milestones.

Gulf of Mexico Research Initiative

33. The defendant will continue to fulfill its commitment to fund the Gulf of Mexico Research Initiative announced by BP on May 24, 2010, at the level established by the Master Research Agreement of March 14, 2011 between BP and the Gulf of Mexico Alliance.

National Academy of Sciences

34. The defendant shall pay \$350 million (\$350,000,000.00) to the National Academy of Sciences for the purposes of oil spill prevention and response in the Gulf of Mexico, as provided for in an agreement between the defendant and the National Academy of Sciences attached hereto as Exhibit 1.

National Fish and Wildlife Foundation

35. The defendant shall pay \$2.394 billion (\$2,394,000,000.00) to the National Fish and Wildlife Foundation ("NFWF"), a nonprofit organization established pursuant to 16 U.S.C. § 3701-3710. With respect to the work described in paragraph 37 below, the defendant shall assume

no responsibilities or obligations other than making the payments described in paragraphs 35 and 36.

36. The defendant's payments to NFWF shall be made according to the following schedule: (a) \$100 million to be paid within 60 days of sentencing; (b) an additional \$300 million to be paid within one year of sentencing; (c) an additional \$300 million to be paid within two years of sentencing; (d) an additional \$300 million to be paid within three years of sentencing; (e) an additional \$500 million to be paid within four years of sentencing; and (f) the remainder to be paid within five years of sentencing. Payments shall be made by certified check payable to the National Fish and Wildlife Foundation and mailed to the attention of its Chief Financial Officer at 1133 15th Street, NW, Suite 1100, Washington, DC 20005, and including a reference to the case number in this proceeding; or by electronic funds transfer in accordance with written instructions to be provided to the defendant by NFWF at the time of transfer.

37. NFWF shall use the money it receives from the defendant pursuant to this Order for the following purposes and subject to the following conditions:

- a. To remedy harm and eliminate or reduce the risk of future harm to Gulf Coast natural resources, NFWF shall use approximately half of the payments to conduct or fund projects to remedy harm to resources where there has been injury to, or destruction of, loss of, or loss of use of those resources resulting from the Macondo oil spill. NFWF shall conduct or fund projects in the following states in approximately the following proportions: (1) Alabama, 28%, (2) Florida, 28%, (3) Mississippi, 28%, and (4) Texas, 16%. NFWF shall consult with appropriate state resource managers, as well as federal resource managers that have the statutory authority for coordination or

cooperation with private entities, to identify projects and to maximize the environmental benefits of such projects.

- b. To remedy harm and eliminate or reduce the risk of future harm to the State of Louisiana and its natural resources, NFWF will use approximately half of the payments to create or restore barrier islands off the coast of Louisiana and/or to implement river diversion projects on the Mississippi and/or Atchafalaya Rivers for the purpose of creating, preserving and restoring coastal habitat, in order to remedy harm to resources where there has been injury to, or destruction of, loss of, or loss of use of those resources resulting from the Macondo oil spill. In conducting or funding these projects, NFWF will consult with State resource managers, as well as federal resource managers that have the statutory authority for coordination or cooperation with private entities regarding management or protection for coastal habitat, to identify the highest priority projects, and to maximize the environmental benefits of such projects. In identifying projects, NFWF shall consider the State's Coastal Master Plan, as well as the Louisiana Coastal Area Mississippi River Hydrodynamic and Delta Management Study, as appropriate.
- c. In identifying and selecting projects to receive funding pursuant to this Order, NFWF shall not incur liability of any nature in connection with any act or omission, made in good faith, in the administration of the funds or otherwise pursuant to this Order, excepting, however, liability resulting from NFWF's gross negligence or willful misconduct. In addition, if and to the extent NFWF grants funds to or contracts with any governmental entity to implement any project under this Order: (a) NFWF shall be deemed to act solely as an administrative agent in contracting for, granting to, and

disbursing funds for any such project, and (b) NFWF shall not be deemed to incur any liability of any nature in connection with the design, engineering, construction, operation, or maintenance of any such project, including, without limitation, any impact or consequences of any such project on fish, wildlife, plant, or other natural resources, personal injury or property damage.

- d. NFWF's use of funds received pursuant to this Order shall be subject to the reporting requirements of 16 U.S.C. § 3706. In addition, NFWF shall report to the Probation Officer and to the parties regarding the status and disposition of money it has received pursuant to this Order, on at least an annual basis, until all such money has been spent.

Successors

38. This Order shall be applicable to the defendant, and to the extent specified herein, to BP plc and Affiliates, during the defendant's term of probation.
39. In the event of a sale, assignment or transfer of all of the defendant's stock or assets to an unaffiliated third party pursuant to an arm's-length transaction, the terms of this Order shall continue to apply to the defendant and to any successor of the defendant.
40. With respect to the sale, assignment or transfer of some but not all of defendant's assets to an unaffiliated third party pursuant to arm's-length transaction, including but not limited to the transfer of operational control of a jointly owned asset to an unaffiliated third party, such third party shall not be liable for defendant's obligations, and the defendant and, as necessary, BP plc and Affiliates, shall remain obligated to comply with the obligations in this Order with respect to all non-disposed assets, but not with respect to the sold, assigned or transferred assets.

41. With respect to a sale, assignment, or transfer covered in paragraph 39, a third party purchaser may petition the Court to be relieved from one or more terms of this Order upon a showing that (a) the third party purchaser has a SEMS system compliant with current BSEE regulations; and (b) all applicable regulatory approvals for the transaction have been or will be obtained. The third party purchaser may also petition the Court to be relieved from any particular term in Paragraphs 5 through 25 on the grounds that the particular term creates inconsistent, conflicting, or redundant obligations under the third party purchaser's existing SEMS systems and operational practices and procedures or other reasonable grounds. Prior to petitioning the Court for such relief, the third party will consult with DOJ regarding the requested relief, and DOJ will advise the Court of its conclusion as to whether the requested relief is appropriate.

42. The requirements of this Order are in addition to all other applicable requirements of law. This Order does not operate as a permit under federal, state or local regulations, and the defendant remains responsible for complying with all applicable federal, state and local laws, orders and permits. The defendant may not claim that compliance with this Order is a defense to any action commenced under applicable federal, state or local law. The government does not warrant that BP's compliance with this Order constitutes compliance with other applicable legal requirements, including but not limited to BSEE audit requirements.

43. The defendant's obligations pursuant to this Order expire five years after the Effective Date except as otherwise provided herein or as modified by the Court.

SO ORDERED this __ day of _____, 2012.

UNITED STATES DISTRICT JUDGE

Exhibit B-1

**AGREEMENT BETWEEN
BP EXPLORATION AND PRODUCTION, INC. AND
THE NATIONAL ACADEMY OF SCIENCES**

This Agreement is entered into by BP Exploration and Production, Inc. (the “Company”) and the National Academy of Sciences of the United States of America, a federally chartered private nonprofit corporation, 36 U.S.C. §§ 150301, *et seq.*, with its principal place of business in Washington, D.C., acting on behalf of its principal component organizations, the National Academy of Sciences, the National Academy of Engineering, the Institute of Medicine, and the National Research Council (collectively, “NAS”). The effective date of this Agreement is November __, 2012.

WHEREAS the *Deepwater Horizon* blowout and oil spill have demonstrated the need for improvement in offshore oil drilling safety, well monitoring, well design, oil-spill containment, oil-spill response strategies and technologies, and environmental monitoring;

WHEREAS the prevention of blowouts and oil spills resulting in harm to life, property, and the environment in the Gulf of Mexico and on the United States’ outer continental shelf is a national priority;

WHEREAS reducing the environmental harm, loss of life or injury, and economic damage caused by any future blowout and discharge of oil associated with offshore oil drilling and hydrocarbon production and transportation in the Gulf of Mexico and on the United States’ outer continental shelf is also a national priority;

WHEREAS basic and applied scientific and engineering research are essential to enhancing safety and minimizing the risk of future harm from spills from offshore oil drilling and hydrocarbon production and transportation in the Gulf of Mexico and on the United States’ outer continental shelf; and

WHEREAS improved environmental monitoring can contribute to increased protection of the environment, human population, and natural resources in the event of future oil spills;

THEREFORE, the Company and NAS agree to the mutual covenants set forth in this Agreement:

I. Payments

1. The Company shall pay \$350 million to NAS according to the following schedule:
 - a. \$5 million to be funded within 90 days of the date this Agreement becomes effective;
 - b. \$15 million to be funded within one year of the date this Agreement becomes effective;
 - c. \$45 million to be funded within two years of the date this Agreement becomes effective;
 - d. \$80 million to be funded within three years of the date this Agreement becomes effective;
 - e. \$90 million to be funded within four years of the date this Agreement becomes effective; and
 - f. \$115 million to be funded within five years of the date this Agreement becomes effective.
2. The Company shall assume no other responsibilities or obligations under this Agreement other than making the payments described in paragraph 1.

II. Purpose

3. NAS shall use the payments described in paragraph 1 to establish a separate segregated account for a fixed-term endowment (the "Endowment"), the principal and earnings of which will be expended over a period of 30 years, subject to the provisions of paragraphs 28 and 29.
4. NAS shall use the Endowment to establish a program focused on human health and environmental protection including issues relating to offshore oil drilling and hydrocarbon production and transportation in the Gulf of Mexico and on the United States' outer continental shelf (the "Program"). The Program will carry out studies, projects, and other activities that utilize the scientific, technical, engineering, medical, and health expertise

of the National Academy of Sciences, the National Academy of Engineering, the Institute of Medicine, the National Research Council, and the nation's scientific, engineering, and health-care communities. The Program will seek to advance scientific and technical understanding with the objective of enhancing the safety of offshore oil drilling and hydrocarbon production and transportation in the Gulf of Mexico and on the United States' outer continental shelf. The Program will include the assessment and evaluation of strategies and technologies with the objective of enhancing the protection of human health and environmental resources in the Gulf of Mexico and on the United States' outer continental shelf. The manner in which the studies, projects, and other activities are to be conducted will be determined solely by NAS. In accordance with normal policies and procedures of NAS, the Program will be conducted by NAS based on scientific merit and integrity, with emphasis on freedom of inquiry and independent nonpartisan advice and recommendations.

5. The Program shall seek to carry out studies, projects, and other activities in the public interest that would not otherwise be adequately funded or supported by private industry.

III. Programmatic Objectives

6. To address the purpose described in paragraph 4, the Program shall fund and carry out studies, projects, and other activities in three basic categories: (a) research and development, (b) education and training, and (c) environmental monitoring. The Program should strive to achieve a balance of studies, projects, and other activities, consistent with paragraphs 4 and 18.

7. *Research and development.* The Program shall fund and carry out studies, projects, and other activities with the objective of contributing to research and development related to the protection of human health and environmental resources including issues concerning the safety of offshore oil drilling and hydrocarbon production and transportation in the Gulf of Mexico and on the United States' outer continental shelf.

8. *Education and training.* The Program shall fund and carry out studies, projects, and other activities with the objective of contributing to enhanced education and training for undergraduate, graduate, and professional-school students, private- and public-sector employees, and Gulf Coast regional communities, related to the protection of human health and environmental resources including issues concerning the safety of offshore oil drilling and hydrocarbon production and transportation in the Gulf of Mexico and on the United States' outer continental shelf.

9. *Environmental monitoring.* The Program shall fund and carry out studies, projects, and other activities with the objective of contributing to the development of advanced environmental monitoring systems related to the protection of human health and environmental resources including issues concerning the safety of offshore oil drilling and hydrocarbon production and transportation in the Gulf of Mexico and on the United States' outer continental shelf.

IV. Structure and Organization

10. NAS shall appoint a Board to provide general oversight for the Program. The members of the Board shall be scientists, engineers, and other experts whose experience and knowledge can contribute to the oversight of the Program. No current officer or current employee of the United States Government can serve on the Board.

11. NAS shall appoint additional committees and panels of volunteer experts and establish or make arrangements with other entities as needed to carry out the Program. At a minimum, NAS shall appoint committees for the following three topics: (1) research and development, (2) education and training, and (3) environmental monitoring. No current officer or current employee of the United States Government can serve on a committee or panel appointed by NAS under this paragraph.

12. At least once a year, NAS shall seek the recommendations of each of the following entities (or its designees) concerning the administration of the Program, provided that the role of each such entity shall be solely advisory:

- a. In accordance with its statutory responsibilities and as necessary to meet the statutory requirement that it coordinate a comprehensive program "in cooperation and coordination with industry, universities, research institutions, State governments, and other nations, as appropriate," 33 U.S.C. § 2761, the Interagency Coordinating Committee on Oil Pollution Research (ICOPR), including the Department of the Interior's Bureau of Safety and Environmental Enforcement (BSEE) and Bureau of Ocean Energy Management (BOEM); and
- b. The environmental-protection departments and other coastal natural-resource managers for the States of Alabama, Florida, Louisiana, Mississippi, and Texas.

13. Appointments to the Board, committees, and panels shall be in accordance with (a) principles similar to those underlying section 15 of the Federal Advisory Committee Act, 5 U.S.C. App. 2; and (b) the implementing procedures of NAS, as applicable, including the

Conflicts of Interest Policy for Committees Used in the Development of Reports, and the Policy on Conflicts of Interest for Institutional Oversight and Non-Advisory Services, adopted by the NAS Council on May 12, 2003, and June 11, 2004, respectively, as may be amended or modified in the future.

14. NAS shall establish periodic reporting procedures for grant recipients, including a statement of project accomplishments and a report on grant expenditures until project completion, as well as a final report after project completion. Each final report shall address the original objectives of the project as identified in the approved proposal, describe any changes in objectives, and provide a final project accounting. The final report of project accomplishments described in this paragraph shall be available to the public.

15. NAS shall publish an annual report on studies, projects, and other activities funded or carried out by the Program during the preceding year. The annual reports shall be made available to the public and shall be disseminated in print and on the NAS Web site. Each annual report shall contain financial statements for the Program that are consistent with the audited financial statements of NAS, including a full and complete statement of income, expenditures, and investments. The report shall also include a list of each recipient of any grant funded by the Endowment, the amount of the grant, and a summary of the purpose of each grant made during the preceding year.

16. The Company, its officers, and its employees shall not be involved in any decisions regarding the selection of studies, projects, activities, or award recipients.

V. Management of Funds

17. NAS shall manage the Endowment in accordance with the policies established by the NAS Council, in accordance with the laws of the District of Columbia, including the Uniform Prudent Management of Institutional Funds Act of 2007, D.C. Code, Chapter 16A, as it may be amended from time to time, and any successor acts. NAS will invest the Endowment in a prudent manner for a 30-year fixed-term endowment whose entire principal and earnings will be expended within the 30-year period. NAS shall have the discretion to determine how to invest the funds in accordance with this standard of prudence, provided that at least half of all funds held in the Endowment shall be invested in United States Government securities, United States Government agency securities, and United States Government-backed securities.

18. Nothing about the list of three categories of studies, projects, and other activities in paragraph 6 is meant to imply a relative priority or a particular funding allocation. NAS

should strive to achieve a balance of studies, projects, and other activities that supports the Program's overall purpose and programmatic objectives.

19. All expenditures of Endowment funds by NAS for Program studies, projects, and other activities shall comply with OMB Circular A-122, 2 C.F.R. Part 230, as it may be revised from time to time, the NAS indirect-cost recovery rates established by the Office of Naval Research and any successor cognizant administrative contracting office, and the NAS disclosure statement on file with that Office (or an equivalent disclosure requirement).

20. The funds expended from the Endowment for studies, projects, and other activities shall be audited annually by independent accountants in accordance with U.S. generally accepted accounting principles.

21. NAS may at any time add to the Endowment using other sources of funding.

22. NAS may not use the Endowment to support any study, project, or other activity that would expend funds for a purpose for which Congress has prohibited funding.

23. If carrying out the Program's studies, projects, or other activities requires acquisition of real property, the property shall be located in the Gulf Coast region.

24. NAS shall not use any money from the Endowment for the purpose of lobbying, attempting to influence legislation, participating in a political campaign, or otherwise influencing the outcome of any public election.

VI. Access to and Dissemination of Research

25. The copyrights in all written materials, photographs, drawings, software, and other works subject to copyright protection created or generated under any grant made using the Endowment shall be owned by the recipient of the grant. NAS will encourage the publication and dissemination and other use of these materials. With respect to such copyrighted works, the United States Government and NAS shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such copyrighted works for Government or NAS purposes. In addition to any other rights it may have, the United States Government shall have the rights provided in paragraph .36(d) of OMB Circular A-110, as it may be revised from time to time, subject to the terms and conditions set forth in that Circular.

26. With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings

(but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), the researcher shall retain all rights in said data but shall provide timely and unrestricted access to the data to NAS and the United States Government. Without limitation of the foregoing, the United States Government and NAS shall have the right to (1) obtain, reproduce, publish, or otherwise use the research data first produced under any grant funded by the Endowment, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Government or NAS purposes.

27. The policies on patents outlined in 35 U.S.C. §§ 200-211, in 37 C.F.R. § 401, and in the Presidential Memorandum on Government Patent Policy dated February 18, 1983, will serve as basic guidance on patent rights so as to encourage the maximum participation in the Program by a diverse set of research entities. Grantees will have the right to elect title to the patent rights in inventions resulting from work under any grant, subject to the United States Government and NAS each acquiring a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States or NAS, but in the case of NAS, solely in connection with the Program, the invention throughout the world in those inventions for which title is elected, and also subject to the “march-in-rights” of the United States Government as set forth in the above-cited statute and regulation. Without limitation of the foregoing, the license provided herein to NAS shall include the right of NAS to sublicense its rights to contractors and grantees that perform studies, projects, or other activities under the Program, except that NAS shall not have the right to commercialize its rights outside the Program.

VII. Modification

28. NAS shall conduct periodic reviews of the Endowment and Program at five-year intervals, to determine whether there is a continuing need for the Endowment and whether there is a need to modify the Agreement. Any modification of the Agreement will be subject to paragraph 29.

29. This Agreement may be modified only through application by NAS to the appropriate court in the District of Columbia pursuant to § 44-1635(b) or (c) of the Uniform Prudent Management of Institutional Funds Act, D.C. Code Ann. § 44-1635(b) or (c), as it may be amended from time to time, pursuant to comparable authority under a successor statute, or, in the absence of statutory authority, pursuant to principles of equitable deviation or *cy pres*. This Agreement cannot be modified in a manner that violates paragraph 1, 2, or 22.

VIII. Miscellaneous Provisions

30. NAS shall comply with all local, State, Federal, and international laws or requirements that apply in connection with the performance of any studies, projects, or other activities of the Program.

31. This Agreement shall not be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreement.

32. This Agreement shall be interpreted according to the laws of the District of Columbia.

33. The provisions governing the Endowment and Program are severable. Should any portion of the Endowment or Program, or its studies, projects, or other activities, be declared illegal or inoperable, the remaining provisions shall remain in effect so long as there remain valid purposes and continued funding to carry out any study, project, or other activity within the scope of the Program.

34. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute the same Agreement.



FOR BP EXPLORATION AND PRODUCTION, INC.

11-15-12

Date

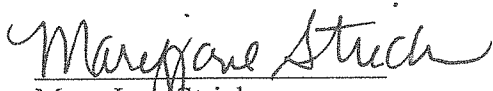
FOR THE NATIONAL ACADEMY OF SCIENCES

Exhibit C

CERTIFICATION OF RESOLUTIONS ADOPTED BY
THE BOARD OF DIRECTORS OF BP EXPLORATION & PRODUCTION INC.

I, Mary Jane Stricker, a duly authorized representative of BP Exploration & Production Inc., a company incorporated under the laws of Delaware, do hereby certify that the following is a true and correct copy of certain resolutions adopted by the Board of Directors of BP Exploration & Production Inc. at a meeting held on November 15, 2012, at which a quorum of the Board was present and that such resolutions remain in full force and effect as of the date hereof.

Dated: November 15, 2012



Mary Jane Stricker
Assistant Corporate Secretary

WHEREAS, BP Exploration & Production Inc. (the "Company") has been engaged in discussions with the United States Department of Justice in connection with its investigations into potential criminal violations related to the causes and consequences of the April 20, 2010 explosion of the Deepwater Horizon ("Investigations");

WHEREAS, the Company's board of directors (the "Board") has been advised by executive management and both internal and external counsel on the progress of the Investigations at several meetings;

WHEREAS, the executive management of the Company and its affiliates and both internal and external legal counsel have been negotiating a resolution of the Investigations;

WHEREAS, the executive management of the Company and its affiliates and both internal and external legal counsel have reported to the Board the terms and conditions of a proposed resolution of the Investigations;

WHEREAS, the Board has been advised by executive management and both internal and external legal counsel of the Information and a Plea Agreement, with appendices, as circulated to the Board on November 14, 2012 (collectively the "Plea Agreement"), including, but not limited to, the criminal fine payment schedule, the remediation payments, the restitution payments, the terms of probation, and of two monitorships; and

WHEREAS, the Board acknowledges that the Plea Agreement fully sets forth the Company's agreement with the United States with respect to all criminal violations identified during the Investigations and that no additional promises or representations have been made to the Company by any officials of the United States or the States in connection with the disposition of the Investigations, other than those set forth in the Plea Agreement.

RESOLVED that:

1. The Board approves and agrees that it is in the best interest of the Company to enter the guilty plea provided for, and agrees to the other terms provided in the Plea Agreement with the United States Department of Justice in substantially the form and substance set forth in the form of Plea Agreement presented to this Board;
2. The officers of the Company and the Company's internal and external legal counsel are hereby each individually authorized, empowered and directed, on behalf of the Company, to execute and deliver the Plea Agreement, substantially in such form as reviewed by this Board with such changes as such officers or legal counsel may approve;
3. The officers of the Company and both the Company's internal and external legal counsel are hereby each individually authorized, empowered and directed to take any and all actions as may be necessary or appropriate, and to approve the forms, terms or provisions of any agreement and other documents as may be necessary or appropriate to carry out and effectuate the purpose and intent of the foregoing

resolutions (including execution and delivery of any such agreement or document on behalf of the Company);

4. All of the actions of the officers of the Company and both internal and external legal counsel for the Company, which actions would have been within the scope of and authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company; and
5. The Secretary or any Assistant Secretary of the Company are each individually authorized, empowered or directed, to provide to the United States Department of Justice a certified copy of these resolutions.

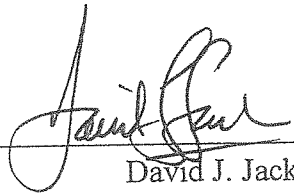
Exhibit D

**CERTIFICATION OF RESOLUTIONS ADOPTED BY BOARD OF DIRECTORS OF BP
p.l.c.**

I, David J. Jackson, a duly authorized representative of BP p.l.c., a company incorporated in England and Wales, do hereby certify that the following is an accurate excerpt of certain resolutions adopted by the Board of Directors of BP p.l.c. at a meeting held on November 15, 2012, and that such resolutions remain in full force and effect.

15.11.12

[DATE]



David J. Jackson

Company Secretary, BP p.l.c.

Resolutions of Board of Directors of BP p.l.c.

WHEREAS, BP p.l.c. (the "Company") has been engaged in discussions with the United States Department of Justice in connection with its investigations into potential criminal violations related to the causes and consequences of the April 20, 2010 explosion of the Deepwater Horizon ("Investigations");

WHEREAS, the Board has been advised by executive management and both internal and external counsel, and its own independent counsel, on the progress of the Investigations at several meetings, and has received reports at such meetings from the Board's Gulf of Mexico Committee, which has had numerous meetings with respect to the Investigations and the discussions with the United States Department of Justice;

WHEREAS, the Company's executive management and both internal and external legal counsel has been negotiating a resolution of the Investigations;

WHEREAS, executive management and both internal and external counsel, and independent legal counsel for the Board, has reported to the Board the terms and conditions of a proposed resolution of the Investigations;

WHEREAS, the Board has been advised by executive management and by internal and external counsel, and independent legal counsel for the Board, of the Information and a Plea Agreement, with appendices, as circulated to the Board on November 14, 2012 (collectively the "Plea Agreement"), including, but not limited to, the criminal fine payment schedule, the remediation payments, the restitution payments, the terms of probation, and of two monitorships, potentially to be entered into by BP Exploration & Production, Inc. ("BP E&P") and the United States Department of Justice;

WHEREAS, the Company and BP Corporation North America Inc. ("BPCNA") are, by the terms of the Plea Agreement, required to guarantee specified obligations of BP E&P under the Plea Agreement, and the Board of Directors has been briefed on those obligations by executive management, internal and external counsel and by independent legal counsel for the Board;

WHEREAS, the Board has also reviewed the terms of the related civil action against the Company by the United States Securities and Exchange Commission and a consent by the Company to the filing thereof, including certain undertakings set forth in such consent (the "SEC Settlement Agreement");

WHEREAS, the Board has been advised by independent counsel qualified in the applicable laws of the United States and England regarding the satisfaction of its duties prior to approving the Company's entry into the Plea Agreement, its guarantee of the specified obligations of BP E&P as set forth in the Plea Agreement and the execution and delivery by the Company of the SEC Settlement Agreement; and

WHEREAS, the Board has determined it is in the best interest of the Company to enter into the Plea Agreement, to guarantee the specified obligations of BP E&P as set forth in the Plea Agreement and to execute and deliver the SEC Settlement Agreement.

RESOLVED that:

1. The Company will enter into and, upon the execution of the Plea Agreement, have the guarantees and other obligations set forth in paragraph 6 of the Plea Agreement:
 - a. BP plc and other BP plc entities shall be bound by those specific terms of this agreement that expressly apply to BP plc and other BP plc entities. BP plc shall secure and deliver to the Department from both BP Corporation North America Inc. ("BPCNA") and BP plc guarantees for all payments due from the defendant under this agreement, with BPCNA as the primary guarantor and BP plc as the secondary guarantor in the event of a default by BPCNA. BP plc and BP BPCNA consent to the jurisdiction of U.S. courts solely for purposes of enforcing the guarantees. Any legal successor or assign of BPCNA or BP plc shall remain liable, as the case may be, for the guarantee of defendant's payment obligations hereunder, and an agreement to so remain liable shall be included by BPCNA or BP plc, respectively, in the terms of any sale, acquisition, or merger of those entities. Any legal successor or assign of defendant shall remain liable for defendant's obligations in this plea agreement, and an agreement to so remain liable shall be included by defendant in the terms of any sale, acquisition, or merger of defendant.
 - b. The defendant, BP plc and other BP plc entities waive any statute of limitations as of the date of this agreement through the full term of defendant's probation and until all of the defendant's obligations under this agreement have been satisfied with regard to any conduct relating to or arising

out of the *Deepwater Horizon* blowout, explosion, oil spill and response.

2. Any director of the Company, the Company's Group General Counsel, and the Company's external legal counsel are hereby each individually authorised, empowered and directed, on behalf of the Company, to execute and deliver the Plea Agreement and any guarantee required under the Plea Agreement, and the SEC Settlement Agreement, substantially in such form as reviewed by this Board with such changes as the Group General Counsel of BP p.l.c. may approve;
3. Any director of the Company, the Company's Group General Counsel, and the Company's external legal counsel are hereby each individually authorised, empowered and directed to take any and all actions as may be necessary or appropriate, and to approve the forms, terms or provisions of any agreement and other documents as may be necessary or appropriate to carry out and effectuate the purpose and intent of the foregoing resolutions (including execution and delivery of any such agreement or document on behalf of the Company);
4. All of the actions of the Company's directors, executive management and officers, and both internal and external legal counsel for the Company, which actions would have been within the scope of and authorised by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company; and
5. The Company Secretary or the Deputy Company Secretary of the Company are each individually authorised, empowered or directed, to provide to the United States Department of Justice and the United States Securities and Exchange Commission certified copies of these resolutions.

Appendix 6: Redacted Implementation Plan

BPXP REMEDIAL ORDER IMPLEMENTATION PLAN March 28, 2013

A. Introduction and Applicability

This document (“Implementation Plan”) sets forth BP Exploration & Production Inc.’s (“BPXP”) plan to implement Paragraphs 5 through 31 of the Remedial Order contained in Exhibit B to the Plea Agreement and entered by the Court on January 29, 2013. This Implementation Plan is required by Paragraph 32 of the Remedial Order. Section H below includes the operative paragraphs of the Remedial Order, the actions required of BPXP for implementation and the applicable milestones and deliverables.

Unless otherwise specifically provided in this Implementation Plan, these requirements apply to all BPXP Deepwater Drilling Operations in Waters of the United States, both those existing on and after the Effective Date of the Remedial Order and any such operations that are acquired, commenced or otherwise engaged in or initiated by BPXP at any time after the Effective Date, until the termination of BPXP’s probation. The provisions of this Implementation Plan shall be binding upon BPXP and its agents, successors and assigns, as provided in Paragraphs 39 through 41 of the Remedial Order. BPXP shall be solely responsible for ensuring that actions required under this Implementation Plan are undertaken in accordance with the deadlines and requirements contained in this Implementation Plan.

B. Definitions

For purposes of this Implementation Plan, whenever the terms set forth below are used, the following definitions shall apply. Otherwise, the statutory and regulatory definitions in the Outer Continental Shelf Lands Act (“OCSLA”) or the Clean Water Act (“CWA”) or in the regulations implementing OCSLA or CWA shall apply. *See generally* 43 U.S.C. § 1331(a)-(q) (Definitions); 33 U.S.C. § 1362(1)-(25). If there is a conflict between a definition in the CWA and a definition in OCSLA, or the regulations under those statutes, the definition in the CWA or its regulations shall control.

1. “Blowout Preventer” or “BOP” shall mean the blowout preventer system equipment defined in API Standard 53 and used in Deepwater Drilling Operations as provided in 30 C.F.R. § 250.440.
2. “BPXP Annual Report” shall mean the report required for each calendar year as provided in Section E of this Implementation Plan.

3. “Certification” and “Certify” shall mean the verification (or “to verify”) documents and information required to be submitted under this Implementation Plan pursuant to Section D.
4. “Effective Date” shall mean the effective date of the Remedial Order, January 29, 2013.
5. “Contractor” and “Contract Personnel” shall have the meaning set forth in 30 C.F.R. § 250.1500.
6. “Date of Approval” shall mean the date on which the Probation Officer and DOJ approve this Implementation Plan (or the later date, if not approved on the same date).
7. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Implementation Plan, where the last day would fall on a Saturday, Sunday or federal holiday, the period shall run until the close of business of the next business day.
8. “Deepwater Drilling Operations” shall mean deepwater operations in which a Drilling Rig is connected to a subsea well head utilizing a subsea BOP and, prior to moving off location to conduct another activity, conducts such well operations either: (a) pursuant to an approved Application for Permit to Drill (“APD”); or (b) as a subsequent related operation to temporarily abandon, permanently abandon or complete such well.
9. “Drilling Rig” shall mean a mechanical unit, vessel or facility engaged in Deepwater Drilling Operations.
10. “Implementation Plan” shall mean this plan as approved by the Probation Officer and the Department of Justice (“DOJ”), in accordance with Paragraph 32 of the Remedial Order, and as described in Section F below.
11. “Notice” shall mean the process for providing the required notice and service of deliverables as described in Section C of this Implementation Plan.
12. “Operator” shall have the meaning set forth in 30 C.F.R. § 250.105: The person the lessee(s) designates as having control or management of operations on the leased area or a portion thereof. An operator may be a lessee, the Bureau of Safety and Environmental Enforcement- (“BSEE”) approved or Bureau of Ocean Energy Management- (“BOEM”) approved designated agent of the lessee(s), or the holder of operating rights under a BOEM-approved operating rights assignment.
13. “Operating” shall mean conducting activities on a lease as an Operator.

14. “Platform” shall mean a facility, floating or fixed to the seafloor, primarily used for production of oil and gas. This facility may also be utilized for other operations such as drilling, well completion, well-workover or other operations (this term excludes Platform Rigs).
15. “Platform Rigs” shall mean a BPXP-owned Drilling Rig that is located on a Platform.
16. “Plea Agreement” shall mean the guilty plea agreement between BPXP and the United States filed with the Court on November 15, 2012 and accepted by the Court on January 29, 2013, including the exhibits thereto and the Remedial Order entered by the Court on January 29, 2013.
17. “Waters of the United States” shall mean all waters including navigable waters of the United States, adjoining shorelines, or waters of the contiguous zone, or waters in connection with activities under the Outer Continental Shelf Lands Act, 43 U.S.C. § 1331 *et seq.*, or the Deepwater Port Act of 1974, 33 U.S.C. § 1501 *et seq.*, or water which may affect natural resources belonging to, appertaining to, or under the exclusive management authority of the United States (including resources under the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1801 *et seq.*).
18. “Well Control” shall mean techniques used in Deepwater Drilling Operations to prevent the uncontrolled influx of formation fluids into the wellbore and the techniques used to regain control of the well if an influx of hydrocarbons or other formation fluids enters the wellbore.

C. Notices

1. Any notifications, submittals, reports or communications required by this Implementation Plan shall be made in writing and sent by (a) overnight or certified mail or courier and (b) email or facsimile to the addressees shown on Attachment A to this Implementation Plan.
2. Any recipient shown on Attachment A may change its contact information by sending written notice of the changes to all other addressees and providing them with an updated Attachment A.
3. Notices sent pursuant to this Implementation Plan shall be deemed given the Day of transmittal and deemed received the Day after transmittal.

D. Certification

1. Each submittal, or report for which certification is required pursuant to the Implementation Plan, shall be signed by an authorized representative of BPXP on the topics addressed in the document and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information generated by the system, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

2. The reporting requirements of this Implementation Plan do not relieve BPXP of any reporting obligations required by any other federal, state, or local law, regulation, permit, or other requirement.

E. BPXP Annual Report

Annual compliance reports are required by Paragraph 23(b) of the Remedial Order. The annual reports must describe measures taken to comply with each of the requirements in Paragraphs 5 through 31 of the Remedial Order. BPXP Annual Reports will be due as follows: March 31, 2014; March 31, 2015; March 31, 2016; March 31, 2017; and January 19, 2018. BPXP shall organize the BPXP Annual Report to show the measures taken to meet each individual Remedial Order requirement, whether the measures were taken timely, and whether the measures amounted to compliance with the requirement. BPXP may designate information contained in the annual report as Confidential Business Information. Each report shall meet the requirements included in this Implementation Plan. BPXP shall post all BPXP Annual Reports on the public website required by Paragraph 23 of the Remedial Order, but may exclude from the BPXP Annual Report, or any attachment or appendix thereto, confidential business information or names of employees, employee records or other documents containing personal information.

F. Modification of the Implementation Plan

Any proposed modification to this Implementation Plan, including a modification of the SEMS audit schedule, a modification of another deadline or provision, or a submission required by this Implementation Plan subject to approval by DOJ or its designee, must be made in writing to DOJ in accordance with Section C above. Upon approval of a proposed modification by the Probation Officer and DOJ, BPXP shall comply with the Implementation Plan as modified. In

the event DOJ or its designee does not object to or comment on a proposed modification within 60 Days of submission BPXP shall comply with the provisions of the proposed modification.

G. Non-compliance

As provided in Paragraph 32 of the Remedial Order, compliance with this Implementation Plan is a special condition of BPXP's probation. Failure to comply with this Implementation Plan (including but not limited to failure to pay the reasonable compensation and expenses of the Auditor; failure to provide the Auditor with access to rigs, facilities, personnel, or data; and failure to satisfactorily address comments or objections made by DOJ or its designee in withholding approval of any plan, provision, or modification of this Implementation Plan) may be grounds for the revocation or modification of BPXP's probation. Failure to comply with regulatory requirements incorporated as requirements of this Implementation Plan shall, if the Court so determines, constitute a violation of BPXP's conditions of probation. BPXP shall comply with the provisions of this Implementation Plan. In the event BPXP fails to comply with any of the provisions of this Implementation Plan, including meeting any of the interim milestones, BPXP will provide prompt notice and a proposal for corrective action to the Probation Officer and other recipients listed in Attachment A to this Implementation Plan. If DOJ identifies a deficiency in compliance, DOJ shall provide BPXP with notice of the deficiency and a reasonable opportunity to cure.

Nothing in this Implementation Plan or the Remedial Order will relieve BPXP of its obligation to comply with all applicable federal or other laws and regulations, including but not limited to more stringent standards or requirements that may be promulgated after the effective date of this Implementation Plan or the Remedial Order. In addition, nothing in this Implementation Plan or the Remedial Order will be construed to prohibit or prevent the United States from developing, implementing and enforcing more stringent standards subsequent to the Effective Date of this Implementation Plan through rulemaking, the permit process or as otherwise authorized or required under federal laws and regulations. In addition, nothing contained in this Implementation Plan or the Remedial Order will be construed to prevent or limit the rights of the United States to seek or obtain other remedies or sanctions available under other federal, state, regional or local statutes or regulations, by virtue of BPXP's violation of the Implementation Plan or Remedial Order or of the statutes and regulations upon which the Implementation Plan and Remedial Order are based, or for BPXP's violations of any applicable provision of law. The requirements of this Implementation Plan and the Remedial Order do not exempt BPXP from complying with any and all new or modified federal or other applicable statutory or regulatory requirements that may require technology, equipment, monitoring or other upgrades after the Effective Date of this Implementation Plan.

H. Specific Remedial Order Requirements and BPXP's Proposed Implementation Measures to Meet those Requirements

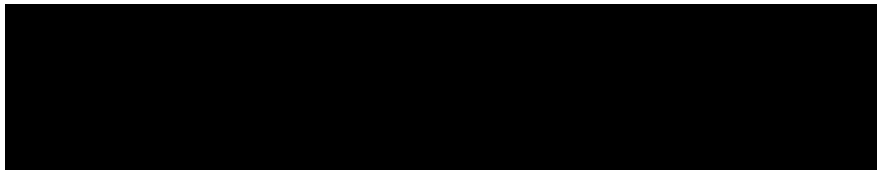
5.1 Remedial Order Requirements – Paragraph 5

5. For every contracted drilling rig currently in the defendant's fleet with a remaining contract term of at least three but less than six years as of the Effective Date, the defendant shall conduct at least one Safety and Environmental Management System ("SEMS") audit as described in 30 C.F.R. Part 250 during the remaining contract term. For every contracted drilling rig currently in the defendant's fleet with a remaining contract term of six years or more as of the Effective Date, the defendant shall conduct at least two SEMS audits during the remaining contract term under applicable BSEE regulations. For drilling rigs that are contracted after the Effective Date, the defendant shall comply with applicable BSEE regulations concerning SEMS audits.

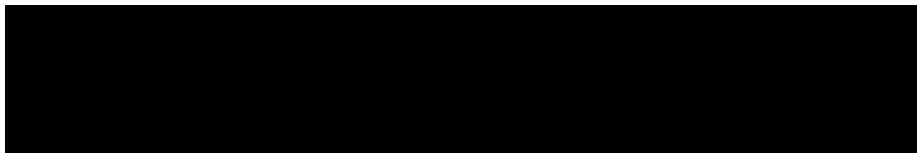
5.2 Implementation

1. Identification of Contracted Drilling Rigs

- a. The following contracted Drilling Rigs in BPXP's fleet currently have a remaining contract term of at least three (3) years but less than six (6) years:



- b. The following contracted Drilling Rigs in BPXP's fleet currently have a remaining contract term of six (6) years or longer:



2. Audit Frequency and Procedure

- a. For every contracted Drilling Rig with a remaining contract term of at least three but less than six years as of the Effective Date, BPXP shall conduct at least one SEMS audit during the remaining contract term pursuant to the SEMS Audits Schedule in this Implementation Plan.
- b. For every contracted Drilling Rig with a remaining contract term of six years or more as of the Effective Date, BPXP shall conduct at least two SEMS audits during the remaining contract term pursuant to the SEMS Audits Schedule in this Implementation Plan.

- c. For Drilling Rigs contracted after the Effective Date, BPXP shall conduct audits as described in 30 C.F.R. Part 250 Subpart S, as amended. These audits will be added to the SEMS Audits Schedule included in this Implementation Plan.
 - d. All SEMS audits shall be conducted as described in 30 C.F.R. Part 250 Subpart S, as amended, and the SEMS Audits Schedule included in this Implementation Plan.
3. SEMS Audits Schedule Revisions
- a. BPXP shall revise the SEMS Audits Schedule to reflect changes in: (i) BPXP's fleet of Drilling Rigs, Platforms and Platform Rigs; (ii) Contractor needs; (iii) auditing efficiencies; or (iv) other reasons for schedule modifications.
 - b. Such revisions must be made pursuant to Paragraph 32 of the Remedial Order and Section F above.

5.3 Milestones and Deliverables

- 1. Within 30 Days of the Date of Approval of the Implementation Plan, BPXP shall Certify that the above contracted Drilling Rigs listed in 5.2.1, is a complete list of the BPXP rigs subject to the requirements of Remedial Order Paragraph 5 or amend the list and the SEMS Audits Schedule as appropriate. In addition, BPXP must provide the remaining contract length for each Drilling Rig.
- 2. BPXP will submit all documentation required for each SEMS audit as described by 30 C.F.R. Part 250 Subpart S, as amended.
- 3. BPXP shall include the following information in the BPXP Annual Report
 - a. For SEMS audit activities conducted during the prior calendar year: (i) the completion dates of the SEMS audit activities; (ii) the contracted Drilling Rigs included in the SEMS audit activities; and (iii) the third party SEMS auditor used on the SEMS audits; and
 - b. For SEMS audit activities scheduled for the current calendar year: (i) the dates of the scheduled SEMS audit activities; (ii) the contracted Drilling Rigs included in such SEMS audit activities; and (iii) the third party SEMS auditor to be used to conduct the SEMS audits.

6.1 Remedial Order Requirements – Paragraph 6

- 6. For its current contracts with rig contractors with respect to deepwater drilling rigs,*

the defendant shall request that its rig contractors join the Center for Offshore Safety (“COS”), which requires its members to conduct SEMS audits. For new contracts with rig contractors with respect to deepwater drilling rigs, the defendant shall require rig contractors to join COS. The defendant may choose to conduct joint SEMS audits with its contractors for contracted deepwater drilling rigs.

6.2 Implementation

1. Identification of Drilling Rig Contractors: The following Drilling Rig Contractors have current contracts under which they supply Drilling Rig(s) to BPXP for Deepwater Drilling Operations:



2. Procedure
 - a. In any new Drilling Rig contracts with Drilling Rig Contractors in the Waters of the United States, BPXP shall include a provision that requires the Drilling Rig Contractor to join the COS.
 - b. Within sixty (60) Days of the Date of Approval of this Implementation Plan, BPXP shall send a letter to its current Drilling Rig Contractors requesting that they join, or confirm that they already have joined, the COS.
 - c. BPXP may choose to conduct joint SEMS audits with its Contractors for contracted Drilling Rigs. To the extent that BPXP chooses to conduct joint SEMS audits with its Contractors, the SEMS audit shall be conducted as described in 30 C.F.R. Part 250 Subpart S, as amended.

6.3 Milestones and Deliverables

1. Within 30 Days of the Date of Approval of this Implementation Plan, BPXP shall Certify that the above Deepwater Drilling Rig Contractor listed in 6.2(1) is a complete list of BPXP's contractors, or amend the list as appropriate.
2. Within 120 Days of the Date of Approval of this Implementation Plan, BPXP shall Certify that it has sent letters as required to its current Deepwater Drilling Rig Contractors requesting that they join or confirm that they have joined the COS. BPXP will provide the correspondence to and from the Contractors pursuant to this Paragraph and will note where a Contractor has not responded in

a timely fashion. BPXP will provide any correspondence received after 120 Days of approval of this Implementation Plan when it is received.

3. Within 30 Days of contracting with a new Deepwater Drilling Rig, BPXP shall Certify that the contract includes the provision required by this Paragraph 4. To the extent that BPXP chooses to conduct joint SEMS audits with its Contractors, BPXP will submit all documentation required for each SEMS audit as described in 30 C.F.R. Part 250 Subpart S, as amended.
4. BPXP shall include the following information in the BPXP Annual Report:
 - a. A list of 6.2(1) Deepwater Drilling Rig Contractors and their COS affiliation status;
 - b. A list of all non-6.2(1) Deepwater Drilling Rig Contractors and their COS affiliation status; and
 - c. For SEMS audits conducted with Drilling Rig Contractors during the prior calendar year: (i) the Drilling Rig Contractor involved; (ii) the completion dates of the SEMS audit activities; (iii) the Drilling Rigs included in the SEMS audit activities; and (iv) the third party SEMS auditor used on the SEMS audits.

7.1 Remedial Order Requirements – Paragraph 7

7. The defendant shall conduct one SEMS audit for each of its operated platforms, including BP-owned platform rigs, within five years of the Effective Date.

7.2 Implementation

1. Identification of BPXP-operated Platforms and Platform Rigs: BPXP currently operates the following Platforms and Platform Rigs:
 - Thunder Horse Platform (including Platform Rig)
 - Mad Dog Platform (including Platform Rig)
 - Atlantis Platform
 - NaKika Platform
2. Audit Frequency and Procedure
 - a. BPXP shall conduct one (1) SEMS audit for each of its operated Platforms and Platform Rigs within five (5) years of the Effective Date.

- b. In the event BPXP commences operation of any additional Platforms or Platform Rigs in the Waters of the United States within three (3) years of the Effective Date, BPXP shall conduct one (1) SEMS audit for these additional Platforms or Platform Rigs, within five (5) years of the Effective Date.
 - c. All SEMS audits shall be conducted as described in 30 C.F.R. Part 250 Subpart S, as amended, and the SEMS Audits Schedule included in this Implementation Plan.
- 3. SEMS Audits Schedule Revisions
 - a. BPXP shall revise the SEMS Audits Schedule to reflect changes in: (i) BPXP's fleet of Drilling Rigs Platforms and Platform Rigs; (ii) Contractor needs; (iii) auditing efficiencies; or (iv) other reasons for schedule modifications.
 - b. Such revisions must be made pursuant to Paragraph 32 of the Remedial Order and Section F above.

7.3 Milestones and Deliverables

- 1. Within 30 Days of the Date of Approval of the Implementation Plan, BPXP shall Certify that the list of Platforms and Platform Rigs in 7.2.1 is a complete list of all BPXP operated Platforms and Platform Rigs subject to the requirements of Paragraph 7, or amend the list and the SEMS Audits Schedule, as appropriate.
- 2. When BPXP commences operation of any additional Platforms or Platform Rigs in the Waters of the United States after the Effective Date, BPXP shall provide Notice and a new SEMS Audits Schedule within 30 Days.
- 3. BPXP will submit all documentation required for each SEMS audit and corrective action plan as described in 30 C.F.R. Part 250 Subpart S, as amended.
- 4. BPXP shall include the following information in the BPXP Annual Report:
 - a. For SEMS audit activities conducted during the prior calendar year: (i) the completion dates of the SEMS audit activities; (ii) the Platforms and Platform Rigs included in the SEMS audit activities; and (iii) the third party SEMS auditor used to conduct the SEMS audits.
 - b. For SEMS audit activities scheduled for the current calendar year, BPXP shall include the following information : (i) the dates of the planned SEMS audit activities; (ii) the Platforms and Platform Rigs included in such SEMS audit

activities; and (iii) the third party SEMS auditor to be used to conduct the SEMS audits.

8.1 Remedial Order Requirements – Paragraph 8

8. With respect to defendant-operated platforms, the defendant shall follow Third Party SEMS Auditing and Certification of Deepwater Operations Requirements as specified by COS.

8.2 Implementation

BPXP shall follow Third Party SEMS Auditing and Certification of Deepwater Operations Requirements as specified by the COS for BPXP-operated Platforms identified in Section 7. For audits conducted prior to certification by the COS of third party SEMS auditors, or if such third party SEMS auditors are not available, BPXP shall submit a proposed third party SEMS auditor to BSEE for timely approval.

8.3 Milestones and Deliverables

1. Subject to the exception noted in Section 8.2 for audits conducted with BSEE-approved auditors, with each SEMS audit report submitted for a SEMS audit on a BPXP-operated Platform pursuant to the SEMS Audits Schedule, BPXP will require the party conducting the audit to include in his/her report a statement indicating that the SEMS audit was conducted pursuant to the Third Party SEMS Auditing and Certification of Deepwater Operations Requirements as specified by the COS.
2. BPXP shall include the following information in the BPXP Annual Report:
 - a. For audit activities conducted during the prior calendar year: (i) the completion dates of the SEMS audit activities; (ii) the Platforms and Platform Rigs included in the SEMS audit activities; and (iii) the third party SEMS auditor used on the SEMS audits.
 - b. For audit activities scheduled for the current calendar year, BPXP shall include the following information: (i) the dates of the scheduled SEMS audit activities; (ii) the Platforms and Platform Rigs included in such SEMS audit activities; and (iii) the third party SEMS auditor to be used on the SEMS audits.

SEMS Audits Schedule

The following schedule incorporates the scheduling requirement of Paragraphs 5 through 8. The provisions in Paragraph 5 provide for the scheduling of certain SEMS audits beyond the five (5) year term of the probation agreement. BPXP's agreement in this Implementation Plan to the scheduling of audits beyond that period does not extend the probation period, which is expressly set forth in the Plea Agreement. By no later than six (6) months before expiration of the probation period, BPXP will provide Notice of the schedule of audits to be completed after the end of the probation period. By no later than the expiration of the probation period, BPXP shall enter into an Administrative Agreement with BSEE, enforceable by BSEE order, to perform these audits as scheduled, unless the audits have been completed before the expiration of the probation period.

For purposes of this schedule, a SEMS audit is considered complete upon the performance of the physical audit. Appropriate documentation, including the SEMS Third Party Audit Report, and the development of a corrective action plan, described in 30 C.F.R. Part 250 Subpart S, as amended will be conducted in accordance with the regulations. Those audits described in the table below and designated as "Regulatory" signify audits that are required under applicable regulations; additional audits beyond those required by regulation but required under the Remedial Order are indicated by "Additional."

Platform or Drilling Rig	Audit Type	Completion Date (No Later Than the End of)
Paragraph 5 – Drilling Rigs contracted for ≥ 3 and < 6 years		
[REDACTED]	Regulatory	Nov 2013
	Additional	Dec 2014
	Additional	Dec 2015
Paragraph 5 – Drilling Rigs contracted for ≥ 6 years		
[REDACTED]	Additional	Dec 2015
	Additional	Dec 2018
[REDACTED]	Regulatory	Dec 2016
	Additional	Dec 2020
[REDACTED]	Additional	Dec 2017
	Additional	Dec 2020
Paragraph 7 – BPXP-Owned Platform Rigs		
[REDACTED]	Additional	Dec 2014
	Regulatory	Dec 2019
[REDACTED]	Additional	Dec 2017
	Regulatory	Dec 2022
Paragraph 7 – BPXP-Operated Platforms including BPXP-Owned Platform Rigs		
[REDACTED]	Regulatory	Nov 2013
	Additional	Dec 2014

	Regulatory	Dec 2019
	Regulatory	Dec 2022
	Additional	Dec 2017
	Additional	Dec 2016

9.1 Remedial Order Requirement – Paragraph 9: Third Party Verification of Blowout Preventers

9. Each time the defendant or its contractors brings a subsea blowout preventer system as referenced in 30 C.F.R. § 250.440 (“BOP”) into service on a moored or dynamically positioned drilling rig, and each time a subsea BOP from a moored or dynamically positioned drilling rig is brought to the surface, the defendant or its contractors, through a third party, will verify that all required and recommended testing and maintenance of the BOP were performed in accordance with manufacturer recommendations and API Recommended Practice 53 (and Standard 53 when it becomes final).

9.2 Implementation

1. Within 30 days of the Date of Approval of the Implementation Plan, for each new Application for a Permit to Drill in the Waters of the United States for Deepwater Drilling Operations that includes a subsea BOP on a moored or dynamically positioned Drilling Rig, BPXP shall state in supplemental attachment to the Application for a Permit to Drill that: “Each time BPXP or its Contractors initially latch a subsea BOP at the well site and each time the subsea BOP is brought to the surface after it has been latched to a well, BPXP or its Contractors, through a third party, will verify that all required and recommended testing and maintenance of the BOP were performed in accordance with manufacturer recommendations and API Recommended Practice 53 (to be replaced by Standard 53 when it becomes final).”
2. For each moored or dynamically positioned Drilling Rig operating for BPXP in the Waters of the United States that has a subsea BOP, BPXP shall maintain a register of each time a subsea BOP is latched into service at the well site and each time the subsea BOP from a moored or dynamically positioned Drilling Rig is brought to the surface after it has been latched to a well. The register will include: (a) the date the subsea BOP is latched at the well site; (b) the date the subsea BOP is unlatched and brought to the surface after it has been latched to a well; (c) the date or dates of verification for testing and maintenance of the BOP was performed on the surface in accordance with manufacturer recommendations and API Recommended Practice 53 (to be replaced by Standard 53 when it becomes final); and (d) the third party who performed the verification of testing and maintenance. The register need not include instances where the BOP has been submerged and returned to the surface but not latched to a well.

3. For each moored or dynamically positioned Drilling Rig operating for BPXP in the Waters of the United States that has a subsea BOP, BPXP shall maintain documentation of verification issued by a third party verifying that all required and recommended testing and maintenance of the BOP were performed on the surface in accordance with manufacturer recommendations and API Recommended Practice 53 (to be replaced by Standard 53 when it becomes final).

9.3 Milestones and Deliverables

1. BPXP shall include the following information in the BPXP Annual Report:
 - a. A list of each moored or dynamically positioned Drilling Rig operated for BPXP in the Waters of the United States that has a subsea BOP over the prior calendar year;
 - b. A list of the third parties that verified the testing and maintenance on each rig; and
 - c. A Certification that every time during the prior calendar year when BPXP or its Contractors initially latch a subsea BOP at the well site, and each time the subsea BOP is brought to the surface after it has been latched to a well, a third party verified that all required and recommended testing and maintenance of the BOP was performed on the surface in accordance with manufacturer recommendations and API Recommended Practice 53 (to be replaced by Standard 53 when final). In the event that BPXP cannot so Certify, it shall provide a list of all instances in the prior calendar year where testing and maintenance of the BOP were not performed as required by Paragraph 9 of the Remedial Order and this Section, along with the reasons for noncompliance and the corrective actions taken or proposed and a Certification that all other deployments were verified as required by Paragraph 9 and this Section.

10.1 Remedial Order Requirements – Paragraph 10: Deepwater Well Control Competency Assessments

10. The defendant shall implement the following measures to strengthen its well control competencies:

- a. The defendant shall develop, within 6 months of the Effective Date, a deepwater well control competency assessment plan for the defendant personnel responsible for oversight of deepwater drilling operations on defendant-owned or contracted rigs. The plan shall exceed the competency requirements set forth in 30 C.F.R. §§ 250.1500-1510 (Subpart O), and shall include, but not be limited to: identifying skill sets and other competencies needed to recognize, evaluate, respond, and remediate*

well control events; providing for the training, assessment of skills and competencies; and undertaking appropriate corrective actions for personnel who do not demonstrate the identified skills or competencies.

b. The defendant shall provide to BSEE, on an annual basis, a summary report regarding competency assessment plan implementation, including the types and aggregate number of people assessed, found competent, found in need of further training, and the number who have completed training and reassessment.

10.2 Implementation

1. BPXP shall develop, by no later than July 29, 2013, a Well Control competency assessment plan for Wellsite Leaders who are responsible for oversight of Deepwater Drilling Operations on BPXP contracted or BPXP-owned Drilling Rigs and Wells Team Leaders who supervise them (collectively “Well Control Personnel”). The plan shall include competency requirements with respect to Well Control Personnel that exceed the competency requirements in BPXP’s current Subpart O plan in effect as of the Effective Date. The Well Control competency assessment plan shall address the following elements: (a) identifying skill sets and other competencies needed to recognize, evaluate, respond and remediate Well Control events; (b) providing for training and assessment of skills and competencies, including those associated with interfacing with Drilling Rig Contractors as provided in Well Control bridging documents; and (c) undertaking appropriate corrective actions for personnel who do not demonstrate the identified skills or competencies.
2. BPXP’s Subpart O plan will continue to require International Association of Drilling Contractors (“IADC”) WellCap training at supervisory levels for BPXP Wellsite Leaders. BPXP will also continue to require Contractors who perform Well Control duties on BPXP-contracted and BPXP-owned Drilling Rigs to complete IADC WellCap training (or successor IADC training program).

10.3 Milestones and Deliverables

1. No later than May 29, 2013, BPXP shall meet with United States representatives to discuss the elements of a Well Control competency assessment plan. In addition, BPXP shall meet periodically with United States representatives at their request during the development of the Well Control competency assessment plan, to review BPXP’s progress.
2. No later than July 29, 2013, BPXP shall submit for BSEE approval (in accordance with Paragraph 32 of the Remedial Order and Section F above) the Well Control competency assessment plan. The plan shall be applicable to all Well Control

Personnel. Upon submission, BPXP shall begin implementation of the Well Control competency assessment plan.

3. BPXP shall include the following information in the BPXP Annual Report:
 - a. A summary regarding the IADC WellCap training (or successor IADC training program) at supervisory levels for BPXP Well Control Personnel who are responsible for oversight of Deepwater Drilling Operations on BPXP-owned or BPXP-contracted Drilling Rigs, including the roles and number of people trained during the previous calendar year;
 - b. A summary regarding the Well Control competency assessment plan implementation for the previous calendar year, including: (i) the percentage of Well Control Personnel assessed; (ii) the percentage of those assessed found competent; (iii) the percentage of those assessed found in need of further training; and (iv) the percentage of those found in need of further training that have completed the further training and reassessment; and
 - c. Subsequent BPXP Annual Reports should address the number and/or percentage of new individuals that have been trained and/or assessed since the previous BPXP Annual Reports.

11.1 Remedial Order Requirements – Paragraph 11: Cement Design and Competency

11.
 - a. *The defendant shall require review and approval by subject matter experts of the defendant, BP plc, or the Affiliates of cement designs used for primary cementing of casing and exposed hydrocarbon-bearing zones during drilling operations at deepwater wells.*
 - b. *The defendant shall require that lab testing of cement slurries for primary cementing of casing and exposed hydrocarbon bearing zones relating to drilling operations of deepwater wells be conducted or witnessed by a defendant engineer competent to evaluate such lab testing or a competent third party independent of the cement provider. The defendant shall provide lab results to the applicable BSEE field office within a reasonable period of time.*
 - c. *The defendant shall develop and provide to BSEE, within 6 months of the Effective Date, a framework document setting forth the defendant's competency requirements for cement subject matter experts, subject to review and approval at BSEE's option.*

11.2 Implementation

1. BPXP shall require that subject matter experts (“SMEs”) review and approve cement designs used for primary cementing of casing and exposed hydrocarbon-bearing zones during Deepwater Drilling Operations. SMEs may include BPXP's cementing SME, regional cementing SME, cementing technical specialist, regional zonal isolation SME, zonal isolation technical specialist, or other similar job titles.
2. BPXP shall require that lab testing of cement slurries for primary cementing of casing and exposed hydrocarbon bearing zones relating to Deepwater Drilling Operations be conducted or witnessed by an engineer competent to evaluate such lab testing, or a competent third party independent of the cement provider. An “engineer competent to evaluate lab testing” may include BPXP's cementing SME, regional cementing SME, cementing technical specialist, regional zonal isolation SME, zonal isolation technical specialist, or other similar job titles.
3. BPXP shall develop a candidate screening process that sets forth competency requirements for cement SMEs that includes: (a) essential knowledge; (b) experience criteria; (c) qualifications; and (d) development.

11.3 Milestones and Deliverables

1. Within 60 Days of the Date of Approval of the Implementation Plan, BPXP shall submit a list of names and titles of its cementing SMEs, regional cementing SMEs, cementing technical specialist, regional zonal isolation SMEs, zonal isolation technical specialists, and any other individuals it is then currently using to satisfy the requirements of Sections 11.2.1 and 11.2.2. BPXP also shall submit a list of the names and titles of third parties BPXP is then currently using to satisfy the review and approval requirements of Section 11.2.2. An annual update of these lists shall be submitted by the same dates that BPXP's Annual Reports are due. BPXP will Certify that all of these individuals have completed the candidate screening process.
2. Within 30 days of the Date of Approval of the Implementation Plan, BPXP shall submit with each Application for Permit to Drill for Deepwater Drilling Operations submitted within five years of the Effective Date a supplemental attachment including (a) the name and title of the SME who reviewed and approved the cement designs contained in the APD for primary cementing of casing and exposed hydrocarbon-bearing zones related to the well, and (b) a statement in a supplemental attachment to the APD that lab testing of cement slurries for primary cementing of casing and exposed hydrocarbon bearing zones relating to the well will be conducted or witnessed by an engineer competent to

evaluate such lab testing or a competent third party independent of the cement provider.

3. BPXP shall submit with relevant Well Activity Reports (“WAR”) provided to the applicable BSEE field office for Deepwater Drilling Operations submitted within five years of the Effective Date the results of lab testing of cement slurries for primary cementing of casing and exposed hydrocarbon bearing zones relating to the well. The results must include the name and title of the engineer competent to evaluate such lab testing or the competent third party independent of the cement provider who conducted or witnessed the lab testing.
4. By no later than July 29, 2013, BPXP shall submit for approval (in accordance with Paragraph 32 of the Remedial Order and Section F above) a framework document for a candidate screening process that sets forth competency requirements for cement SME that includes: (1) essential knowledge; (2) experience criteria; (3) qualifications; and (4) development.
 - a. BPXP will meet with BSEE representatives at their request prior to July 29, 2013 to review BPXP’s progress in developing the candidate screening process.
 - b. By no later than October 29, 2013, BPXP shall submit an evaluation of the adequacy of the candidate screening process by an independent third-party cement expert; and
 - c. BPXP may modify the submitted candidate screening process to reflect opportunities for continuous improvement if it provides Notice within 30 Days of any such modifications; and complies with the requirements of Paragraph 32 of the Remedial Order and Section F above.
5. BPXP shall include the following information in the BPXP Annual Report:
 - a. A Certification that the requirements of 11.3.2 were met during the prior calendar year;
 - b. A Certification that the requirements of 11.3.3 were met during the prior calendar year; and
 - c. A summary regarding the implementation of the cement SME candidate screening process during the prior calendar year. The summary must include the number and percentage of SMEs screened, the number and percentage of those screened found competent, the number and percentage of those screened found in need of further training, and the number and percentage of those

found in need of further training that have completed further training and screening. Subsequent BPXP Annual Reports should specifically address the number and/or percentage of new individuals that have been screened since the previous BPXP Annual Report.

12.1 Remedial Order Requirements – Paragraph 12: Houston Monitoring Center (“HMC”)

12. The defendant shall maintain a real-time drilling operations monitoring center at its Houston office or other appropriate location. The well control data to be monitored will include, at a minimum, active pit volume, pump pressure, flow rate out, gas units, and trip displacement. The HMC shall monitor such data for all defendant-owned or contracted rigs conducting drilling with a subsea BOP installed on the wellhead. The defendant shall provide BSEE personnel with reasonable access to the HMC.

12.2 Implementation

1. BPXP shall maintain a real-time drilling monitoring center for five years from the Effective Date. The Houston Monitoring Center (the “HMC”) is currently located at BPXP’s Houston headquarters. The Well Control data to be monitored will include, at a minimum: (a) active pit volume; (b) pump pressure; (c) flow rate out; (d) gas units; and (e) trip displacement.
2. BPXP shall continuously staff the HMC with personnel who possess IADC WellCap certification to monitor such data for all BPXP-owned or contracted Drilling Rigs conducting Deepwater Drilling Operations with a subsea BOP installed on the wellhead.
3. In the event of a planned maintenance event or an unplanned disruption of operations at the HMC, BPXP shall take reasonable steps to return the HMC to operation promptly. BPXP shall maintain a written contingency plan addressing appropriate steps and procedures when operation of the HMC has been disrupted, and shall apply the HMC contingency plan in such circumstances.
4. The Third Party Auditor and representatives of the United States will be provided access to the HMC at any time.

12.3 Milestones and Deliverables

1. Within 60 Days of the Date of Approval of the Implementation Plan, BPXP shall submit a written description of the location of its HMC, and for the HMC: (a) the well control data being monitored; (b) the number and titles of staff; (c) the

general staffing schedule; and (d) a description of the data retention policy. BPXP also shall submit the contingency plans for the HMC.

2. If the HMC is unavailable to monitor one (1) or more rigs for eight (8) consecutive hours or longer, BPXP will maintain a log of such instances, and provide to BSEE and the Third Party Auditor upon request summary documentation regarding the cause and duration of unavailability.
3. BPXP shall include the following information for the prior calendar year in the BPXP Annual Report: (a) the location of the HMC; (b) titles of staff; (c) staffing schedule; (d) length of data retention; (e) a list of the days when the Auditor or representative of the United States requested access to the HMC and whether they were granted such access; and (f) any circumstances in which the HMC was unavailable to monitor one (1) or more rigs for eight (8) consecutive hours or longer.

13.1 Remedial Order Requirements – Paragraph 13: Incident Reporting

13. The defendant shall provide to BSEE, on an annual basis, a summary report documenting incidents operators are required to report under 30 C.F.R. § 250.188. For each item reported, the defendant shall describe the actions implemented to correct the item and/or to prevent recurrence. This report shall be submitted by March 31st of each year covering incidents during the previous calendar year.

13.2 Implementation

In accordance with the schedule set forth in Paragraph 23.3.2, BPXP shall prepare an Incident Summary Report documenting all incidents operators are required to report under 30 C.F.R. § 250.188. For each incident reported, BPXP shall describe the actions taken to correct the item and/or to prevent recurrence. BPXP shall: (a) identify the most frequent incident types; and (b) describe actions implemented to prevent recurrence, including whether or not any corresponding changes were made to the SEMS plan.

13.3 Milestones and Deliverables

BPXP shall submit the Incident Summary Report as an appendix to each BPXP Annual Report.

14.1 Remedial Order Requirements — Paragraph 14

14. The defendant shall train each Command Officer and Staff, General Section Chiefs, and Staff including the Oil Spill Response Coordinator and alternates of the GoM Incident Management organization at least once per year and require their participation

in at least one table top oil spill response exercise per year.

14.2 Implementation

1. BPXP shall require position-specific training prior to assignment, and annual training thereafter, inclusive of training on the oil spill response procedures specific to the position identified in the Oil Spill Response Plan (“OSRP”), , and participation in at least one (1) table top oil spill response exercise, for personnel in the following positions:
 - Incident Commander
 - Operations Section Chief
 - Operations Section Staff
 - Planning Section Chief
 - Planning Section Staff
 - Source Control Branch Director
 - Source Control Branch Staff
 - Logistics Section Chief
 - Logistics Section Staff
 - Oil Spill Response Coordinator
 - Finance Section Chief
 - Finance Section Staff
2. For purposes of Section 14.2.1, “Staff” shall mean alternates of Section Chief and the Oil Spill Response Coordinator positions.
3. Table top oil spill response exercises at a minimum must exercise procedures identified in the applicable Oil Spill Response Plan being exercised and designed to meet specific and measurable objectives. “Exercise” or “drill” means an activity involving the actual or simulated performance and coordination of response activities by several individuals and/or teams, or the actual or simulated mobilization of personnel and resources.

14.3 Milestones and Deliverables

1. By November 30th of each year, BPXP shall develop and submit to BSEE a document describing: (a) the training BPXP intends to use to satisfy the requirements of Paragraph 14 for the following calendar year; (b) the goals of that training, including covering the subject matter, as appropriate, outlined in ICS 100, 200, 300 and IS 700/800; and (c) the duration of the training.

2. BPXP shall record this training in accordance with 30 C.F.R. § 254.41(d) and shall retain required training records including training certificates and attendance records at the location designated by BPXP. BPXP shall keep the training records related to the requirements of Paragraph 14 for 5 years after the Effective Date. These records must be made available to the Third Party Auditor and United States upon request.
3. BPXP shall include the following information in the BPXP Annual Report:
 - a. A Certification identifying those BPXP personnel who held any of the positions identified in Section 14.2.1 for the entire prior calendar year, and the training completed by those personnel prior to assignment, and annually thereafter regarding spill response procedures set forth in the OSRP;
 - b. A Certification that those BPXP personnel who held any of the positions identified in Section 14.2.1 for the entire prior calendar year participated in at least one table top oil spill response exercise that exercised the parts of the applicable OSRP that apply to Paragraph 14;
 - c. A description of the oil spill response training and table top oil spill response exercises conducted during the prior calendar year, including a summary of lessons learned; and
 - d. BPXP's Preparedness for Response Exercise Program ("PREP") Triennial Cycle Documentation Form or equivalent triennial exercise record required in 30 C.F.R. § 254.42(e) for the prior calendar year.

15.1 Remedial Order Requirements – Paragraph 15

15. The defendant shall maintain a crisis management organization, including two crisis management centers, consisting of at least 6 crisis management professionals (including a supervisor) to assist in oil spill response training and drills.

15.2 Implementation

1. BPXP shall maintain a crisis management organization to support the Unified Command during an oil spill response, as needed, and in oil spill response training and drills consisting of:
 - a. Two (2) BPXP facilities that can be used as crisis management centers including one (1) in its Houston headquarters, and a second in Houma, Louisiana or another appropriate location which can be used as an alternate facility; and

- b. A least six (6) BPXP crisis management professionals, including one (1) supervisor.
2. BPXP shall include the crisis management facilities in the appropriate sections of future submissions of its OSRP.

15.3 Milestones and Deliverables

1. Within 60 Days of the Date of Approval of the Implementation Plan, BPXP shall submit a document describing the locations of its crisis management centers and for each crisis management center: (1) the center resources, (2) the number, titles, and general qualifications of staff, and (3) the staffing schedule.
2. If at any time no crisis management center is available, BPXP will notify BSEE and the U.S. Coast Guard and submit an explanation pursuant to Section C “Notices,” of the situation, describing: (a) the length of time during which no crisis management center will be available; (b) the reasons why an alternative crisis management center location could not be used; and (c) the actions taken, or that will be taken, to make a crisis management center available.
3. If at any time no crisis management center is available, this may be considered a change which significantly reduces BPXP’s response capability triggering a revision to the BPXP OSRP for approval by BSEE within 15 Days of the change, per 30 C.F.R. § 254.30(b)(1).
4. BPXP shall include the following information for the prior calendar year in the BPXP Annual Report:
 - a. The locations of its crisis management centers, and for each crisis management center: (i) the center resources; (ii) the number, titles, and general qualifications of staff; (iii) staffing schedule; and (iv) any variations from the prior year;
 - b. Any instances when a crisis management center was not available, including the period of time it was unavailable and the location of the crisis management center that was available during that time period. If no alternative crisis management center location was available, BPXP must include: (i) the length of time during which no crisis management center was available; (ii) the reasons why an alternative crisis management center location was not available; and (iii) the actions taken or that will be taken to make a crisis management center available; and

- c. A description of each oil spill response training and/or drill that involved the crisis management centers and/or staff.

16.1 Remedial Order Requirements – Paragraph 16

16. The defendant shall conduct annual training with the Marine Well Containment Company (“MWCC”), or a similar organization, for its Operations Section chiefs and Source Control Section chiefs in the Gulf of Mexico.

16.2 Implementation

1. BPXP shall conduct annual training with the MWCC or a similar organization for its Operations Section Chiefs and Source Control Branch Directors. The types of annual training permitted under this Paragraph shall be consistent with the subsea well containment responsibilities, including management of source control within the response organization.

16.3 Milestones and Deliverables

1. Within 60 Days of the Date of Approval of the Implementation Plan, BPXP shall submit a document describing the types of training provided by MWCC and other similar organizations that BPXP intends to use to satisfy the requirements of Paragraph 16. The description must include but is not limited to the training goals, and length.
2. Within 60 Days of a change in source control equipment supplier, BPXP shall submit to BSEE a document describing: (a) the types of training provided by the new supplier; and (b) whether that training will be used by BPXP to satisfy the requirements of Paragraph 16. If the new supplier training will be used by BPXP to satisfy the requirements of Paragraph 16, BPXP shall explain how the training is consistent with the training listed in 16.2.1. The description shall include but is not limited to the training goals, and length.
3. BPXP shall record this training in accordance with 30 C.F.R. § 254.41(d) and shall retain training records including training certificates, if issued, and attendance records at the location designated by BPXP. BPXP shall keep the training records related to the requirements of Paragraph 16 for five (5) years after the Effective Date. BPXP shall make the training records available to the Third Party Auditor and United States upon request.
4. BPXP shall include the following information for the prior calendar year in the BPXP Annual Report:

- a. A Certification identifying all personnel who held any of the positions identified in Section 16.2.1 during the entire prior calendar year and the training they completed with the MWCC, or a similar organization; and
- b. A description of all the training conducted.

17.1 Remedial Order Requirements – Paragraph 17

17. The defendant shall participate in MWCC or industry oil spill response drills at least once per year.

17.2 Implementation

1. BPXP shall require annually that the Gulf of Mexico Oil Spill Response Coordinator or his/her designee participate in at least one (1) MWCC- or other industry-initiated oil spill response drill, which includes a source control objective.
2. The MWCC or other industry oil spill response exercise must either (a) test response activities represented in BPXP's OSRP, or (b) if BPXP is observing an exercise testing the implementation of another company's OSRP, BPXP must be able to demonstrate how the lessons learned apply to BPXP's OSRP.

17.3 Milestones and Deliverables

1. BPXP shall record these exercises in accordance with 30 C.F.R. § 254.41(d) and shall retain all required records including attendance records, at the location designated by BPXP. BPXP shall keep the records related to the requirements of Paragraph 17 for five (5) years after the Effective Date. These records must be made available to the Third-Party Auditor and United States upon request.
2. BPXP shall include the following information for the prior calendar year in the BPXP Annual Report:
 - a. A Certification that all personnel who held any of the positions in 17.2.1 during the entire prior calendar year participated in at least one MWCC or industry oil spill response exercise;
 - b. A description of the oil spill response exercises in which BPXP participated, including lessons learned; and

- c. BPXP's Preparedness for Response Exercise Program (PREP) Triennial Cycle Documentation Form or equivalent triennial exercise record required in 30 C.F.R. § 254.42(e).

18.1 Remedial Order Requirements – Paragraph 18

18. The defendant shall, at least once per year, conduct or participate in a table top exercise involving activation of MWCC to simulate mobilization of assets and personnel necessary to cap or cap/contain a subsea loss of well control.

18.2 Implementation

1. BPXP shall require annually that personnel in the following positions participate in at least one (1) table top exercise as described below:
 - Incident Commander
 - Operations Section Chief
 - Operations Section Staff
 - Planning Section Chief
 - Planning Section Staff
 - Source Control Branch Director
 - Source Control Branch Staff]
 - Logistics Section Chief
 - Logistics Section Staff
 - Oil Spill Response Coordinator
 - Finance Section Chief
 - Finance Section Staff
2. "Activation of the MWCC" means that MWCC personnel will participate in the exercise after it has been convened.
3. The table top exercises shall have as primary objective the simulation of one or more of the source control notification, procurement, personnel, logistics, and all other actions necessary to cap or cap/contain a subsea loss of well control as described in BPXP's OSRP.

18.3 Milestones and Deliverables

1. By November 30th of each year, BPXP shall submit a tentative schedule for the following year of the planned table top exercises BPXP intends to use to satisfy the requirements of Paragraph 18, including the sections of BPXP's OSRP that will be exercised, and the exercise objectives.

2. BPXP shall document the exercises and retain records of such exercises in a manner sufficient to demonstrate compliance with 30 C.F.R. § 254.41(d) and will retain all required records including attendance records, or copies thereof, at the location designated by BPXP. BPXP shall keep the records related to the requirements of Paragraph 18 for five (5) years after the Effective Date. These records must be made available to the Third Party Auditor and United States upon request.
3. BPXP shall include the following information for the prior calendar year in the BPXP Annual Report:
 - a. A certification that all personnel on BPXP's rosters of individuals who held any of the positions in 18.2.1 during the entire prior calendar year participated in table top exercises that had as a primary objective the activation of MWCC to simulate mobilization of assets and personnel necessary to cap or cap/contain a subsea loss of Well Control, as described in BPXP's OSRP;
 - b. A description of the table top exercise that had as an objective the simulation of one or more of the source control notification, procurement, personnel, logistics, and all other actions necessary to cap or cap/contain a subsea loss of well control as described in BPXP's OSRP conducted by BPXP, including lessons learned; and
 - c. BPXP's Preparedness for Response Exercise Program (PREP) Triennial Cycle Documentation Form or equivalent triennial exercise record required in 30 C.F.R. § 254.42(e).

19.1 Remedial Order Requirements – Paragraph 19

19. The defendant shall invite the United States Coast Guard and BSEE to participate in at least one internal oil spill response drill per year.

19.2 Implementation

1. By November 30th of each year, BPXP shall submit to BSEE and the United States Coast Guard a tentative schedule for the following year for any oil spill response exercises it will conduct and that BPXP intends to use to satisfy the requirements of Paragraph 19.
2. If the exercise is within BPXP's control or influence, BPXP shall allow BSEE and the United States Coast Guard to participate in the exercise.

19.3 Milestones and Deliverables

1. BPXP shall include the following information in the BPXP Annual Report:
 - a. A Certification that Notice was provided to the United States at least 30 Days prior to any oil spill response exercises it intends to use to satisfy the requirements of Paragraphs 14, 17, and 18 during the prior calendar year; and
 - b. A list of the exercises in which the United States participated during the prior calendar year.

20.1 Remedial Order Requirements – Paragraph 20: Oil Spill Response Plan (OSRP)

20. Within 60 days of entry of this Order, the defendant shall revise its Oil Spill Response Plan as necessary to include:

- a. Provisions to maintain access to a supply of dispersant and fire boom for use in the event of an uncontrolled long-term blowout for the length of time required to drill a relief well;*
- b. Contingencies for maintaining an ongoing response for the length of time required to drill a relief well;*
- c. Description of measures and equipment necessary to maximize the effectiveness and efficiency of the response equipment used to recover the discharge on the water's surface, including methods to increase encounter rates;*
- d. Information regarding remote sensing technology and equipment to be used to track oil slicks, including oil spill detection systems and remote thickness detection systems (e.g., X-band/infrared systems);*
- e. Information regarding the use of communication systems between response vessels and spotter personnel;*
- f. Shoreline protection strategy that is consistent with applicable area contingency plans; and*
- g. For operations using a subsea BOP or a surface BOP on a floating facility, a discussion regarding strategies and plans related to source abatement and control for blowouts from drilling.*

20.2 Implementation

1. BPXP shall maintain an OSRP for BPXP's Deepwater Drilling Operations in the Waters of the United States that meets the requirements of Paragraph 20 for five (5) years following the Effective Date.
2. BPXP shall provide Notice for any proposed modifications to OSRPs in accordance with Paragraph 32 of the Remedial Order and Section F above. Any revisions to the information required to be included in the OSRP can be incorporated in regular, two year OSRP reviews or as required by 30 C.F.R. § 254.30(b).

20.3 Milestones and Deliverables:

1. Within 60 Days of the Date of Approval of the Implementation Plan, BPXP shall submit a document describing where the requirements of Paragraph 20 are addressed in (1) currently approved OSRPs or (2) the most recent version of any OSRP submitted to BSEE for approval.
2. Every time BPXP submits an OSRP to BSEE for approval, it also shall submit a document describing where the requirements of Paragraph 20 are addressed in the OSRP.
3. BPXP shall include the following information in the BPXP Annual Report:
 - a. A Certification that all approved OSRPs or OSRPs submitted to BSEE for approval meet the requirements of Paragraph 20, and
 - b. A description of where the requirements of Paragraph 20 are addressed in currently approved OSRPs.

21.1 Remedial Order Requirements – Paragraph 21: Safety Technology Developed with Industry

21. The defendant shall collaborate with industry and academic efforts to develop discrete technologies to enhance operational safety with respect to deepwater drilling. Within one year of the Effective Date, the defendant shall propose and initiate collaboration on at least two pilot projects to evaluate technology enhancements over the course of the five year period following the Effective Date of this Order. Upon conclusion of the pilot projects, the defendant will propose to BSEE at least two pilot projects for implementation and implement them unless the defendant demonstrates that one or more pilot projects is technically unsound or economically infeasible.

21.2 Implementation

1. BPXP shall work collaboratively with industry and/or academia on developing, testing, and evaluating the pilot projects required under this Paragraph, consisting of at least two discrete projects that represent advancements beyond the current industry standards for operational safety with respect to Deepwater Drilling Operations.
2. The pilot project development process shall include procedures for independent feasibility tests and third party economic evaluation. Upon conclusion of the pilot project development and testing, BPXP shall implement at least two (2) of the pilot technologies unless feasibility testing and economic evaluations, evaluated by an independent third party, demonstrate that one (1) or more of the pilot projects is technically unsound or economically infeasible to implement.
3. BPXP shall enter into an Administrative Agreement with BSEE, enforceable by BSEE order, for implementation of the technology enhancements beyond five (5) years after the Effective Date to the extent that implementation extends beyond five (5) years after the Effective Date. The Agreement shall not extend the term of probation.
4. BPXP's intellectual property rights to data and technology arising out of these pilot projects shall be made available to a third party or third parties under commercially reasonable terms and conditions, provided that such terms do not violate the intellectual property rights of other stakeholders, such as other industry or academic participants in pilot projects.

21.3 Milestones and Deliverables

1. Within six (6) months of the Effective Date, BPXP shall schedule a meeting with BSEE to discuss the proposed pilot projects.
2. Within one year of the Effective Date, BPXP shall prepare and submit plans to BSEE for each of the proposed pilot projects ("Project Plan") for United States approval pursuant to Paragraph 32 of the Remedial Order and Section F above. Each Pilot Project Plan shall consist of:
 - a. Statement of performance goals;
 - b. Schedule for development, testing, and conducting the pilot project;
 - c. Estimated pilot project costs;
 - d. A schedule for developing testing protocols and evaluation procedures;

- e. A schedule for developing feasibility testing procedures (independent analysis); and
 - f. A schedule for developing economic evaluation procedures (third-party).
3. Following the conclusion of each pilot project, and no later than four (4) years and six (6) months following the Effective Date, BPXP shall submit to BSEE a Final Report on Pilot Performance for each pilot project. The Final Report on Pilot Performance must include: (a) the results of the feasibility testing; (b) the results of the economic evaluation; and (c) a detailed discussion of the incremental costs and benefits of the evaluated technology enhancements. Unless BPXP demonstrates that one (1) or more projects is technically unsound or that incremental benefits are insufficient to justify the incremental costs for these pilot projects, BPXP shall implement the technology enhancements at locations where such enhancements are applicable for BPXP's Deepwater Drilling Operations, in accordance with a reasonable schedule to be proposed by BPXP in the Final Report on Pilot Performance.
 4. In the event BPXP determines that the project is technically unsound, or that the incremental benefits are insufficient to justify the incremental costs, BPXP shall provide the basis for that determination, including the independent evaluation.
 5. BPXP shall include the following information for the prior calendar year in the BPXP Annual Report:
 - a. A description of the progress made on the pilot projects; and
 - b. If applicable, a description of the technology enhancements to be implemented.

22.1 Remedial Order Requirements – Paragraph 22: Other Safety Technology Development

22. Over the course of the three years following the Effective Date of this Order defendant will advance to BSEE three proposals in one or more of the following categories for pilot projects regarding the development of specific new technology in: (1) enhancing functionality, intervention, testing and activation of BOP systems such as acoustics and subsea communications capabilities; (2) enhancing well design; or (3) enhancing real-time monitoring on rig and onshore. Upon conclusion of the pilot projects, the defendant will implement at least two pilot projects, unless the defendant demonstrates that one or more pilot projects is technically unsound or economically infeasible.

22.2 Implementation

1. BPXP shall advance to BSEE three (3) proposals for pilot projects in one (1) or more of the following categories: (a) enhancing functionality, intervention, testing and activation of BOP systems such as acoustics and subsea communications capabilities; (b) enhancing well design; or (c) enhancing real-time monitoring on rig and onshore.
2. The pilot project development process shall include procedures for independent feasibility tests and third party economic evaluation. Upon conclusion of the pilot project development and testing, BPXP shall implement at least two (2) of the pilot technologies unless the feasibility testing and economic evaluations, evaluated by an independent third party demonstrate that one (1) or more of the pilot projects is technically unsound or economically infeasible to implement.
3. Prior to the end of the Probation period, BPXP shall enter into an Administrative Agreement with BSEE, enforceable by BSEE order, for implementation of the new technology beyond five (5) years after the Effective Date to the extent that implementation shall extend beyond five (5) years after the Effective Date. The Agreement shall not extend the term of probation.
4. BPXP's intellectual property rights to data and technology arising out of these pilot projects shall be made available to a third party or third parties under commercially reasonable terms and conditions, provided that such terms do not violate the intellectual property rights of other stakeholders, such as other industry or academic participants in pilot projects.

22.3 Milestones and Deliverables

1. Within two (2) years of the Effective Date, BPXP shall prepare and submit to BSEE plans for each of the proposed pilot projects ("Pilot Project Plan") for United States approval pursuant to Paragraph 32 of the Remedial Order and Section F above. Each Pilot Project Plan shall consist of:
 - a. Statement of performance goals;
 - b. Schedule for development, testing, and conducting the pilot project;
 - c. Estimated pilot project costs;
 - d. A schedule for the developing testing protocols and evaluation procedures;

- e. A schedule for the developing feasibility testing procedures (independent analysis); and
 - f. A schedule for the developing economic evaluation procedures (third-party).
2. Following the conclusion of each pilot project, and no later than four (4) years and six (6) months following the Effective Date, BPXP shall submit to BSEE a Final Report on Pilot Performance for each pilot project. The Final Report on Pilot Performance must include a detailed discussion of the incremental costs and benefits of the evaluated new technology. Unless BPXP demonstrates that one (1) or more projects is technically unsound or that the incremental benefits are insufficient to justify the incremental costs for these pilot projects, as demonstrated by the independent feasibility testing and economic evaluation, BPXP shall implement at least two (2) of the new technologies at locations where such technologies are applicable for BPXP's Deepwater Drilling Operations, in accordance with a reasonable schedule to be proposed by BPXP in the Final Reports on Pilot Performance.
 3. BPXP shall include in the BPXP Annual Report:
 - a. A description of the progress made on the pilot projects; and
 - b. If applicable, a description of the new technology to be implemented.

23.1 Remedial Order Requirements – Paragraph 23: Transparency

23. The defendant will create, within 90 days after the Effective Date, a public website that contains the following information:

- a. Lessons learned from the Deepwater Horizon incident;*
- b. Annual progress reports on its compliance with the special terms of probation contained in this Order;*
- c. Annual summaries of recordable safety incidents, days away from work, hydrocarbon spills and the volume thereof; and*
- d. An annual list of all incidents of non-compliance with BSEE or BOEM regulations or probation for which the defendant is cited, including corrective actions taken and penalties assessed.*

23.2 Implementation

1. BPXP shall develop and maintain a website on the internet that is: (a) readily searchable by conventional internet and website means; and (b) available to the public free of charge by BPXP, including the downloading of all content from the site.
2. The website shall contain:
 - a. The following reports, generated by BPXP that related to: (i) the underlying causes or factors giving rise to the *Deepwater Horizon* incident; and (ii) recommendations for improvements in oil spill response and prevention resulting from the *Deepwater Horizon* incident: (a) *Deepwater Horizon Containment and Response: Harnessing Capabilities and Lessons Learned*; (b) *Deepwater Horizon Accident Investigation Report*; (c) presentation slides on *Advancing Global Deepwater Capabilities*; and (d) any updates to items (a)-(c), above.
 - b. An annual progress report summarizing the BPXP Annual Reports, without including confidential business information or names of employees, employee records or other documents containing personal information;
 - c. For the prior calendar year, annual summaries of recordable safety incidents, days away from work, hydrocarbon spills, and the volume thereof; and
 - d. For the prior calendar year, an annual list of all incidents of non-compliance with BSEE or BOEM regulations or probation for which BPXP is cited, including corrective actions taken and penalties assessed.
3. Documents must remain on the website for five (5) years following the Effective Date.

23.3 Milestones and Deliverables

1. On or before 90 Days after the Effective Date, BPXP shall activate the website required by Paragraph 23. BPXP shall submit to the Probation Officer and DOJ the publically-available link to the website and a list of all documents available on the website.
2. Annual documents required to be posted by Sections 23.2(b) through (d) above shall be posted on or before March 31, 2014, March 31, 2015, March 31, 2016, March 31, 2017 and January 28, 2018.
3. BPXP Annual Reports must describe measures taken to comply with each of the requirements in Paragraphs 5 through 31 of the Remedial Order. Each report shall

also contain the information specified expressly in this Implementation Plan, subject to Section E of this Implementation Plan.

4. BPXP Annual Reports will be due as follows: March 31, 2014; March 31, 2015; March 31, 2016; March 31, 2017; and January 28, 2018.

24.1 Remedial Order Requirements – Paragraph 24: Rig Equipment: Two Blind Shear Rams

24. The defendant will use, and require its contractors to use, subsea BOPs equipped with no fewer than two blind shear rams and a casing shear ram on all drilling rigs under contract to the defendant for deepwater drilling operations in dynamic positioning mode. As to moored drilling rigs under contract to the defendant which use subsea BOPs, the defendant will require that each BOP used in deepwater drilling operations be equipped with two shear rams, including at least one blind shear ram and either an additional blind shear ram or a casing shear ram.

24.2 Implementation

1. Within 30 days of the Date of Approval of the Implementation Plan, for each new Application for a Permit to Drill (“APD”) in the Waters of the United States for Drilling Rigs under contract to BPXP for Deepwater Drilling Operations in dynamic positioning mode, BPXP shall state in a supplemental attachment to the APD that “BPXP will use, and require its Contractors to use, subsea BOPs equipped with no fewer than two (2) blind shear rams and a casing shear ram.”
2. Within 30 days of the Date of Approval of the Implementation Plan, for each new APD in the Waters of the United States for moored Drilling Rigs under contract to BPXP for Deepwater Drilling Operations which use subsea BOPs, BPXP shall state in a supplemental attachment to the APD that: “BPXP will require that each BOP be equipped with two (2) shear rams, including at least one (1) blind shear ram and either an additional blind shear ram or a casing shear ram.”
3. All blind shear rams must be tested pursuant to 30 C.F.R. § 250.449, as amended, or as directed by BSEE.

24.3 Milestones and Deliverables

1. BPXP shall include the following information in the BPXP Annual Report:
 - a. A Certification that all BPXP Applications for Permits to Drill submitted 30 days after the Date of Approval of the Implementation Plan for dynamically positioned Drilling Rigs under contract to BPXP for Deepwater Drilling

Operations include a commitment that such Drilling Rigs will use subsea BOPs equipped with no fewer than two blind shear rams and a casing shear ram;

- b. A Certification that all BPXP Deepwater Drilling Operations with a dynamically positioned Drilling Rig have a subsea BOPs equipped with no fewer than two blind shear rams and a casing shear ram;
- c. A Certification that all BPXP Applications for Permits to Drill submitted 30 days after the Date of Approval of the Implementation Plan for moored Drilling Rigs under contract to BPXP for Deepwater Drilling Operations include a commitment that such Drilling Rigs will use subsea BOPs equipped with two (2) shear rams, including at least one (1) blind shear ram and either an additional blind shear ram or a casing shear ram; and
- d. A Certification that all BPXP Deepwater Drilling Operations with a moored Drilling Rig for Deepwater Drilling Operations include a subsea BOP equipped with two shear rams, including at least one blind shear ram and either an additional blind shear ram or a casing shear ram.

25.1 Remedial Order Requirements – Paragraph 25: Safety Organization

25. The defendant shall maintain a safety organization that has the authority to intervene or stop any operation that it deems unsafe.

25.2 Implementation

BPXP shall maintain a safety organization that has the authority to intervene or stop any operation that it deems unsafe in particular empowering employees and contractors to exercise “stop work” authority where appropriate. This organization shall be capable of promoting a safe operating culture across all levels of BPXP’s Deepwater Drilling Operations. It shall be comprised of senior professionals and personnel with technical expertise appropriate to conduct independent review of operating risks. This organization shall have the authority and ability to evaluate all BPXP Deepwater Drilling Operations, without limitation. It shall have the authority to be proactive in its review of such operations. It also shall have the ability to quickly assess and respond to complaints regarding potentially unsafe conditions and/or violations of law.

25.3 Milestones and Deliverables

- 1. Within six (6) months of the Date of Approval of this Implementation Plan, BPXP shall submit a document describing its safety organization for Deepwater Drilling Operations. The description must include the following:

- a. A discussion of its authority to intervene or stop any operation that it deems unsafe;
 - b. A description of the qualifications of the professionals and specialists working in the organization;
 - c. A plan for how BPXP will encourage its employees and contractors to, where appropriate, exercise “stop work” authority and to seek assistance from the organization; and
 - d. A description of how the organization will set clear requirements, including developing and updating management system standards.
2. BPXP shall include the following information in the BPXP Annual Report:
- a. A description of BPXP's safety organization for Deepwater Drilling Operations and the numbers of personnel involved in the organization and the positions held; and
 - b. A summary of the safety organization's work during the prior calendar year, including, but not limited to: (i) a discussion of when it used its authority to intervene or stop an operation; (ii) a list of examples in which a BPXP employee exercised his/her authority to intervene or stop an operation and the actions (if any) taken by BPXP in response; (iii) a list of examples reported to BPXP in which a BPXP contractor exercised his/her authority to intervene or stop an operation and the actions (if any) taken by BPXP in response; and (iv) a description of any major new safety-related requirements published by the safety organization during the prior calendar year

c.

Third Party Auditor

26.1 Remedial Order Requirements

26. *The defendant will enter into a contract with an independent third-party (referred to herein as “the Auditor”) who shall review and report to the Probation Officer, DOJ, and the defendant on the defendant’s compliance with paragraphs 5 through 25 of this Order. The reasonable compensation and expenses of the Auditor shall be paid by the defendant. The Auditor shall be compensated in accordance with its typical hourly rates or a reasonable fee determined by the Auditor based on applicable market rates.*

27. *The defendant will propose auditor(s) to perform these functions to DOJ within 90 days after the Effective Date, and the selection shall be subject to DOJ’s approval.*

28. *On an annual basis, the Auditor shall perform his/her responsibilities by reviewing documentation and taking such other reasonable measures as may be appropriate to sample or test the defendant’s compliance with paragraphs 5 through 25 of this Order. The Auditor shall identify and report annually its findings on the defendant’s compliance with the terms of this Order to the Probation Officer, DOJ, and the defendant.*

29. *If the Auditor finds deficiencies in the defendant’s compliance with paragraphs 5 through 25 of this Order, the Auditor will provide the Probation Officer, DOJ, and the defendant prompt notice and the defendant will, within 30 days, provide a plan to address the deficiencies and an opportunity to cure. In the event DOJ finds the defendant’s plan to address the deficiencies unacceptable, DOJ will submit a written opinion to the defendant identifying its objections and advising the defendant of an acceptable means of addressing the deficiencies. Within 30 days of receiving any such objections from DOJ, the defendant will provide an updated plan to the Auditor and DOJ which either provides for implementation of an option suggested by DOJ or an alternative means which DOJ determines to satisfactorily address its objections.*

30. *In addition to an annual report, the auditor shall periodically evaluate and report to the Probation Officer, BSEE, DOJ, and the defendant whether the defendant has complied with any plan to address deficiencies identified by the Auditor.*

31. *In the event the Auditor resigns, the defendant will propose to DOJ replacement auditor(s) to perform these functions promptly after such resignation. Selection of a replacement auditor shall be subject to the same process set forth immediately above.*

26.2 Implementation

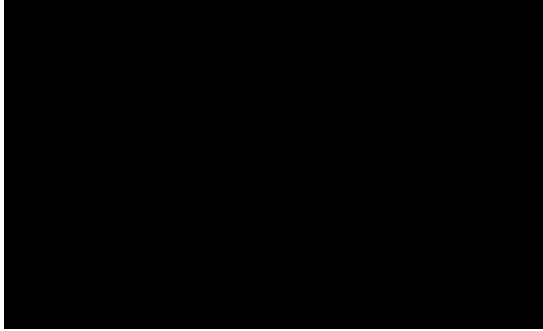
1. BPXP shall comply with the requirements of Paragraphs 26 through 31.
2. BPXP shall make available to the Third Party Auditor all submissions and underlying documentation contemplated under this Implementation Plan at any time.
3. BPXP shall provide the Third Party Auditor with reasonable access to BPXP personnel as necessary to perform the duties required by the Remedial Order and the Implementation Plan.
4. The Third Party Auditor shall only have the duties, responsibilities and authority conferred by the Remedial Order and Implementation Plan, shall not have executive or management functions, and shall not replace or assume the role of any of BPXP's officers, executives, directors, managers or supervisors.

26.3 Milestones and Deliverables

1. Within ninety (90) Days of the Effective Date, BPXP shall submit to DOJ a list of proposed Third Party Auditor(s), and the selection shall be subject to DOJ's approval.
2. On or before August 31 of each calendar year (excepting 2013) during the term of probation, the Third Party Auditor shall issue the Auditor Annual Report provided for in Paragraph 28 of the Remedial Order.
3. In the event that the Third Party Auditor resigns, BPXP shall have ninety (90) Days from the date of such resignation to propose a replacement Third Party Auditor to DOJ pursuant to the process identified in Paragraphs 26 and 27 of the Remedial Order.
4. Within thirty (30) Days of the Third Party Auditor providing BPXP with written notice of a deficiency in BPXP's compliance with Paragraphs 5 through 25 of the Remedial Order, BPXP shall provide notice and submit to DOJ and the Probation Officer a plan in accordance with Section C of this Implementation Plan to address the deficiencies, and an opportunity to cure.
5. BPXP shall include the following information in the BPXP Annual Report:
 - a. All instances where the Third Party Auditor found a deficiency in BPXP's compliance with Paragraphs 5 through 25 during the prior calendar year and how BPXP addressed those deficiencies.

ATTACHMENT A

Notifications, submittals, reports or communications required by this Implementation Plan to be submitted to BPXP shall be made in writing and sent by (a) overnight or certified mail or courier and (b) email or facsimile to:



Notifications, submittals, reports or communications required by this Implementation Plan to be submitted to the United States shall be made in writing and sent by overnight or certified mail or courier to:

Michael J. Saucier
Regional Supervisor for District Field Operations
Bureau of Safety and Environmental Enforcement
1201 Elmwood Park Boulevard
Harahan, Louisiana 70123
Telephone: (504) 736-2503

Dianne M. Shawley
Senior Advisor for Enforcement Programs
Bureau of Safety and Environmental Enforcement
1849 C Street, N.W.
Room 5428
Washington, D.C. 20240
Telephone: (202) 219-3899

Robert G. Pond
Senior Technical Advisor
Office of Marine Environmental Response
United States Coast Guard
2100 2nd Street, S.W.
Stop 7363
Washington, D.C. 20593
Telephone: (202) 372-2240

Notifications, submittals, reports or communications required by this Implementation Plan to be submitted to the United States shall be made by email or facsimile to:

Colin Black, United States Department of Justice
colin.black@usdoj.gov

Sarah Doverspike, United States Department of the Interior
Sarah.doverspike@sol.doi.gov

John Fogarty, United States Environmental Protection Agency
Fogarty.johnpc@epamail.gov

Cate Tierney, United States Environmental Protection Agency
Tierney.Cate@epamail.gov

Jason R. Hamilton, United States Coast Guard
Jason.R.Hamilton@uscg.mil

Jeff R. Bray, United States Coast Guard
Jeff.R.Bray@uscg.mil

Jason R. Hamilton, United States Coast Guard
Jason.R.Hamilton@uscg.mil

Rhianna N. Macon, United States Coast Guard
Rhianna.N.Macon@uscg.mil

Eric J. Miller, United States Coast Guard
Eric.J.Miller2@uscg.mil

Edward L. Bock, United States Coast Guard
Edward.L.Bock@uscg.mil

Michael Farber, Bureau of Safety and Environmental Enforcement
Michael.farber@bsee.gov

Dianne Shawley, Bureau of Safety and Environmental Enforcement
Michael Saucier, Bureau of Safety and Environmental Enforcement
Michael.Saucier@bsee.gov

Kelly Schnapp, Bureau of Safety and Environmental Enforcement
Kelly.Schnapp@bsee.gov

Appendix 7: List of BP Entities

Any branch and/or representative office of any entity listed herein, is, for purposes of this Appendix 7, included within the definition of the affiliated entity listed herein.

- BP Exploration & Production Inc.
- BP Corporation North America Inc.
- BP p.l.c.
- A Flygbranslehantering AB
- A.P.P. Chemicals Limited
- ABG Autobahn-Betriebe GmbH
- ABS Auto Business Services GmbH
- Abu Dhabi Marine Areas Limited
- ACP (Malaysia), Inc.
- Actomat B.V.
- Adamol Mineralolhandels GmbH
- Advance Petroleum Holdings Pty Ltd
- Advance Petroleum Pty Ltd
- AE Cedar Creek Holdings LLC
- AE Goshen II Holdings LLC
- AE Goshen II Wind Farm LLC
- AE Power Services LLC
- AE Wind PartsCo LLC
- AEGP General LLC
- AEGP Limited LLC
- AFC Aviation Fuel Company GmbH
- AFC Aviation Fuel Company oHG
- AFCO AB
- AFS Aviation Fuel Services GmbH
- Agencia Operadora Guarapiche S.A.
- AGES International GmbH & Co. KG
- AGES Maut System GmbH & Co. KG
- AGES Maut System Verwaltungs-GmbH
- Air BP Albania SHA
- Air BP Brasil Ltda.
- Air BP Canada Limited
- Air BP Canada LLC
- Air BP Copec S.A.
- Air BP Croatia d.o.o.
- Air BP Denmark ApS
- Air BP Georgia LLC
- AIR BP Hungaria Kft.
- Air BP Italia Spa
- Air BP Limited
- Air BP Norway AS
- Air BP Sales Romania S.R.L.
- Air BP Sweden AB
- Air Refuel Pty Ltd
- Air Transportation Solutions, Inc.
- Aircraft Fuel Supply B.V.
- Aircraft Refuelling Company GmbH
- Akron Wind Energy, LLC
- Alaska Tanker Company, LLC
- Alexander Duckham & Co., Limited
- Alexis Wind Farm LLC
- Alhama Fotovoltaica, S.L.U.
- Allgreen Pty Ltd
- Alyeska Pipeline Service Company
- AM/PM International Inc.
- Ambarli Depolama Hizmetleri Limited Sirketi
- American Oil Company
- Ammenn GmbH
- Amoco (Fiddich) Limited
- Amoco (U.K.) Exploration Company LLC
- Amoco Abu Dhabi Exploration Company
- Amoco Angola B.V.
- Amoco Angola Offshore, Inc.
- Amoco Arabia Company
- Amoco Australia Development Company
- Amoco Austria Petroleum Company
- Amoco Bolivia Oil and Gas Aktiebolag
- Amoco Bolivia Petroleum Company
- Amoco Bolivia Services Company Inc.
- Amoco Brazil, Inc.
- Amoco Canada International Holdings B.V.
- Amoco Capline Pipeline Company
- Amoco Caribbean Trading Company

- Amoco Caspian Sea (Phase 1) Finance Ltd.
- Amoco Caspian Sea Petroleum Company
- Amoco Caspian Sea Petroleum Limited
- Amoco Chemical (Europe) S.A.
- Amoco Chemical Holding B.V.
- Amoco Chemical Malaysia Holding I B.V.
- Amoco Chemical U.K. Limited
- Amoco Chemicals (FSC) B.V.
- Amoco CNG (Trinidad) Limited
- Amoco Corporate Development Company
- Amoco Cushing-Chicago Pipeline Company
- Amoco Cypress Pipeline Company
- Amoco D. T. Company
- Amoco Denmark Exploration Company
- Amoco Destin Pipeline Company
- Amoco Development Corporation
- Amoco Dinarides Petroleum Company
- Amoco Egypt West Nile Delta B.V.
- Amoco Endicott Pipeline Company
- Amoco Environmental Services Company
- Amoco Equipment Leasing Company
- Amoco España Exploration Company
- Amoco Ethanol Development Company
- Amoco Eurasia Oil Company
- Amoco Eurasia Petroleum Company
- Amoco Europe Limited
- Amoco Exploration Holdings B.V.
- Amoco Fabrics (U.K.) Limited
- Amoco Fabrics and Fibers Ltd.
- Amoco Guatemala Petroleum Company
- Amoco High Island Pipeline Company
- Amoco Inam Petroleum Company B. V.
- Amoco Indonesia Exploration Company
- Amoco International (Guernsey) Limited
- Amoco International B.V.
- Amoco International Finance Corporation
- Amoco International Gas Development Limited
- Amoco International Petroleum Company
- Amoco Japan Limited
- Amoco Kazakhstan (CPC) Inc.
- Amoco Kazakhstan Offshore Petroleum Company, LLC
- Amoco Kazakhstan Petroleum Company
- Amoco Kimya Limited Sirketi
- Amoco Leasing Corporation
- Amoco Longhorn GP Pipeline Company
- Amoco Longhorn Pipeline Company
- Amoco Louisiana Fractionator Company
- Amoco Main Pass Gathering Company
- Amoco Marketing Environmental Services Company
- Amoco MB Fractionation Company
- Amoco MBF Company
- Amoco Mediterranean Petroleum Company
- Amoco Mexico, Inc.
- Amoco Morocco Oil Company
- Amoco Myanmar Petroleum Company
- Amoco Netherlands Petroleum Company
- Amoco New Zealand Exploration Company
- Amoco Nigeria Exploration Company Limited
- Amoco Nigeria Oil Company Limited
- Amoco Nigeria Petroleum Company
- Amoco Nigeria Petroleum Company Limited
- Amoco North Sea Limited
- Amoco Norway Oil Company
- Amoco Ob River Petroleum Company
- Amoco Oil Holding Company
- Amoco Olefins Corporation
- Amoco Oman Petroleum Company
- Amoco Orient Company
- Amoco Overseas Exploration Company
- Amoco Papua New Guinea Exploration Company

- Amoco Peru Petroleum Company
- Amoco Pipeline Asset Company
- Amoco Pipeline Holding Company
- Amoco Properties Incorporated
- Amoco Rancho Pipeline Company
- Amoco Ras Al Khaimah Oil Company
- Amoco Raven Ridge Pipeline Company
- Amoco Realty Company
- Amoco Remediation Management Services Corporation
- Amoco Research Operating Company
- Amoco Rio Grande Pipeline Company
- Amoco Services Limited
- Amoco Somalia Petroleum Company
- Amoco South Africa Petroleum (BVI) Corporation
- Amoco Sulfur Recovery Company
- Amoco Supply and Trading Company
- Amoco Sweden Petroleum Company
- Amoco Tax Leasing X Corporation
- Amoco Tax Leasing XV Corporation
- Amoco Teesside Gas Limited
- Amoco Trinidad Gas B.V.
- Amoco Trinidad LNG LLC
- Amoco Trinidad Power Resources Corporation
- Amoco Tri-States NGL Pipeline Company
- Amoco Tunisia Petroleum Company
- Amoco U.K. Petroleum Limited
- Amoco Venezuela Energy Company B.V.
- Amoco Venezuela Petroleum Company
- Amoco Vietnam Petroleum Company
- Amoco Yemen Petroleum Company
- AmProp Finance Company
- Amprop Illinois I Ltd. Partnership
- Amprop Maryland I Ltd. Partnership
- Amprop Riverside I Ltd. Partnership
- Amprop, Inc.
- Anaconda Arizona, Inc.
- Antelope Creek Wind Energy, LLC
- Apex BP Solar
- Apex Energies
- Apex Service Stations Limited
- Arabian Production And Marketing Lubricants Company
- Aral Aktiengesellschaft
- Aral Direkt GmbH
- Aral Luxembourg S.A.
- Aral Mineralölvertrieb GmbH
- Aral Services Luxembourg Sarl
- Aral Tankstellen Services Sarl
- Aral Tankstellenführungsgesellschaft mbH
- ARCO Algeria Inc.
- ARCO Aluminum, Inc.
- ARCO Asia Inc.
- ARCO British International, Inc.
- ARCO British Limited, LLC
- ARCO China Coal Bed Methane Inc.
- ARCO Coal Australia Inc.
- ARCO de Colombia Inc.
- ARCO Denmark Limited
- Arco do Brasil Ltda.
- ARCO Dubai Inc.
- ARCO El-Djazair Holdings Inc.
- ARCO El-Djazair LLC
- ARCO Environmental Remediation, L.L.C.
- ARCO Eurasia and Africa Limited
- ARCO Exploration, Inc.
- ARCO Gaviota Company
- ARCO Ghadames Inc.
- ARCO Global Energy Ventures Asia, Inc.
- ARCO Global Energy Ventures, Inc.
- ARCO Global Services Company Inc.
- ARCO Integrated Power (Zhuhai) Ltd.
- ARCO International Investments Inc.
- ARCO International Services Inc.
- ARCO Ireland Power Ltd.
- ARCO Material Supply Company
- ARCO Mediterranean Inc.
- ARCO Mexico Projects, Inc.
- ARCO Mexico Ventures, Inc.
- ARCO Midcon LLC
- ARCO Middle East & Central Asia Inc.

- ARCO Neftegaz Holdings, Inc.
- ARCO Neighborhood Support Corporation
- ARCO New Venture Co.
- ARCO Offshore (Trinidad) Limited
- ARCO Oil Company Nigeria Unlimited
- ARCO Oman Inc.
- ARCO Ordos CBM Limited
- ARCO Oriente Inc.
- ARCO Overseas Petroleum Inc.
- ARCO Petroleum New Zealand Inc.
- ARCO Philippines (Sulu) Inc.
- ARCO Polypropylene Company
- ARCO Products Company
- ARCO Resources Limited
- ARCO RF Services Inc.
- ARCO Sakhalin Inc. (B)
- ARCO Sakhalin Inc. (D)
- ARCO Solar Nigeria Ltd.
- ARCO Terminal Services Corporation
- ARCO Trinidad Exploration and Production Company Limited
- ARCO Trinidad Inc.
- ARCO Uinta Coal Company
- ARCO Unimar Holdings LLC
- ARCO Venezuela Energy Inc.
- ARCO Western Gas Pipeline Company
- ARCO Wittenberg Investments Limited
- ARCO Zhenhai I, Inc.
- ARCO Zhenhai II, Inc.
- ARCO Zhenhai Petrochemical, LLC
- Arilow Pty Ltd
- Asian Acetyls Co., Ltd
- AsPac Lubricants (Malaysia) Sdn. Bhd.
- ATAS Anadolu Tasfiyehanesi Anonim Sirketi
- Atlantic 1 Holdings LLC
- Atlantic 2/3 Holdings LLC
- Atlantic 2/3 UK Holdings Limited
- Atlantic 4 Holdings LLC
- Atlantic LNG 2/3 Company of Trinidad and Tobago Unlimited
- Atlantic LNG 4 Company of Trinidad and Tobago Unlimited
- Atlantic LNG Company of Trinidad and Tobago
- Atlantic Richfield Ambalat (Indonesia) Limited
- Atlantic Richfield Bukat (Indonesia) Limited
- Atlantic Richfield Company
- Atlantic Richfield Oil & Gas (St. James) Limited
- Atlantic Richfield Peru Inc.
- Atlas Methanol Company Unlimited
- Auwahi Holdings, LLC
- Auwahi Wind Energy Holdings LLC
- Aviation Fuel Services Limited
- Azerbaijan International Operating Company
- B.V. Petrotank
- Bahia de Bizkaia Electricidad, S.L.
- Bakelite UK Limited
- Baku-Tbilisi-Ceyhan Pipeline Finance B.V.
- Baltimore Ennis Land Company, Inc.
- Bayernoil Raffineriegesellschaft mbH
- Beaver Creek Wind Energy, LLC
- Beer GmbH
- Beer GmbH & Co. Mineralol-Vertriebs-KG
- Benegas B.V.
- Benegas Vulcentrum B.V.
- Bennett/South Shore Associates
- Berea Holding Company
- BFS Berlin Fuelling Services GbR
- BGFH Betankungs-Gesellschaft Frankfurt-Hahn GbR
- BIL Grundstücksverwaltungs GmbH & Co. Lunar KG
- Biobutanol LLC
- Black Hill Industrial Estate Limited
- Black Lake Pipe Line Company
- Blendcor (Pty) Limited
- Boqueron Holdings B.V.
- Boqueron, S.A.
- Border Pipe Line Company
- BP - Castrol (Thailand) Limited

- BP & Shell Marketing Services (Pvt) Limited
- BP (Abu Dhabi) Limited
- BP (Barbados) Holding SRL
- BP (Barbican) Limited
- BP (China) Holdings Limited
- BP (China) Industrial Lubricants Limited
- BP (Gibraltar) Limited
- BP (GOM) Development & Production Limited
- BP (GOM) Exploration
- BP (GOM) Holdings Limited
- BP (Guangzhou) LPG Limited
- BP (Indian Agencies) Limited
- BP (Prime) Sunoasis Company Limited
- BP (Sabah) Sdn. Bhd.
- BP (Shanghai) LPG LIMITED
- BP (Shanghai) Trading Limited
- BP (Switzerland) AG
- BP (Tianjin) Trading Co., Ltd
- BP (UK) Power Holdings Limited
- BP (Wuxi) LPG Co. Ltd
- BP Africa Limited
- BP Akaryakit Ortakligi
- BP Alaska Gas Pipelines LLC
- BP Alaska LNG LLC
- BP Algerie Limited
- BP Alternative Energy Holdings Limited
- BP Alternative Energy International Limited
- BP Alternative Energy North America Inc.
- BP America Chembel Holding LLC
- BP America Chemicals Company
- BP America Foreign Investments Inc.
- BP America Inc.
- BP America Limited
- BP America Production Company
- BP AMI Leasing, Inc.
- BP Amoco Chemical Company
- BP Amoco Chemical Holding Company
- BP Amoco Chemical Indonesia Limited
- BP Amoco Chemical Malaysia Holding Company
- BP Amoco Chemical Singapore Holding Company
- BP Amoco Deepwater Partnership
- BP Amoco Exploration (Faroes) Limited
- BP Amoco Exploration (Forties) Limited
- BP Amoco Exploration (In Amenas) Limited
- BP Amoco Exploration (Inam) Limited
- BP Amoco Exploration (MSA) Limited
- BP Amoco Neighborhood Development Corporation
- BP Amoco Seaway Products Pipeline Company
- BP Amoco Taiwan Trading Company
- BP Angola (Block 18) B.V.
- BP Argentina Exploration Company
- BP Arobel N.V.
- BP Aromatics Holdings Limited
- BP Aromatics Limited
- BP Aromatics Limited N.V.
- BP Asia Limited
- BP Asia Pacific (Malaysia) Sdn. Bhd.
- BP Asia Pacific Holdings Limited
- BP Asia Pacific Pte Ltd
- BP Australia Capital Markets Limited
- BP Australia Employee Share Plan Proprietary Limited
- BP Australia Group Pty Ltd
- BP Australia Investments Pty Limited
- BP Australia Nominees Proprietary Limited
- BP Australia Pty Limited
- BP Australia Shipping Pty Ltd
- BP Australia Swaps Management Limited
- BP Aviation A/S
- BP Benevolent Fund Trustees Limited
- BP Berau Ltd.
- BP Biocombustíveis S.A.
- BP Biofuels Advanced Technology Inc.
- BP Biofuels Brasil Participacoes Ltda.
- BP Biofuels Brazil Investments Limited

- BP Biofuels Louisiana LLC
- BP Biofuels North America LLC
- BP Biofuels Trading Comercio, Importacao e Exportacao Ltda.
- BP Biofuels UK Limited
- BP Bomberai Ltd.
- BP Botswana (Pty) Limited
- BP Brasil Investimentos Ltda
- BP Brasil Ltda.
- BP Brazil Tracking L.L.C.
- BP Bulwer Island Pty Ltd
- BP Business Service Centre Asia Sdn Bhd
- BP Business Service Centre KFT
- BP Canada Energy
- BP Canada Energy Company
- BP Canada Energy Consolidated Production Company
- BP Canada Energy Development Company
- BP Canada Energy Group ULC
- BP Canada Energy Marketing Corp.
- BP Canada Energy Resources Company
- BP Canada Energy Trading Company
- BP Canada Finance Company
- BP Canada International Holdings B.V.
- BP Canada Investments Inc.
- BP Capellen Sarl
- BP Capital AUD V.O.F.
- BP Capital B.V.
- BP Capital EURO V.O.F.
- BP Capital Markets America Inc.
- BP Capital Markets p.l.c.
- BP Capital NOK BVBA
- BP Capital NOK V.O.F.
- BP Capital V.O.F.
- BP Caplux S.A.
- BP Car Finance Limited
- BP Caribbean (Holdings) Limited
- BP Caribbean Company
- BP Caribbean Trading Company Inc.
- BP Castrol KK
- BP Castrol Lubricants (Malaysia) Sdn. Bhd.
- BP Chembel N.V.
- BP Chemical US Sales Company
- BP Chemicals (International) Limited
- BP Chemicals (Ireland) Limited
- BP Chemicals (Korea) Limited
- BP Chemicals (Malaysia) Sdn. Bhd.
- BP Chemicals East China Investments Limited
- BP Chemicals France Holding
- BP Chemicals Investments Limited
- BP Chemicals Limited
- BP Chemicals S.E.A. Pte Ltd
- BP Chemicals Trading Limited
- BP Chile Petrolera Limitada
- BP China Exploration and Production Company
- BP China Limited
- BP China Ltd.
- BP Colombia Pipelines Limited
- BP Company North America Inc.
- BP Containment Response Limited
- BP Containment Response System Holdings LLC
- BP Continental Holdings Limited
- BP Corporate Holdings Limited
- BP Danmark A/S
- BP Developments Australia (No. 1) Pty Ltd
- BP Developments Australia Pty Ltd.
- BP Dhofar LLC
- BP Dogal Gaz Ticaret Anonim Sirketi
- BP East Arguni Ltd.
- BP East Kalimantan CBM Limited
- BP East Kalimantan Limited
- BP Eastern Mediterranean Limited
- BP Egypt Company
- BP Egypt East Delta Marine Corporation
- BP Egypt East Tanka B.V.
- BP Egypt Investments Limited
- BP Egypt LNG Limited
- BP Egypt Production B.V.
- BP Egypt Ras El Barr B.V.
- BP Egypt West Mediterranean (Block B) B.V.

- BP Employee Disaster Relief Fund, Inc.
- BP Energy America, L.L.C.
- BP Energy Asia Pte. Limited
- BP Energy Colombia Limited
- BP Energy Company
- BP Energy Company (Colombia) Ltd
- BP Energy do Brasil Ltda.
- BP Energy Europe Limited
- BP Energy Exploration Brazil, Inc.
- BP Energy Limited
- BP Energy Vietnam Limited
- BP Espana, S.A. Unipersonal
- BP Europa SE
- BP Europa SE Spolka Europejska Oddzial w Polsce
- BP Europa SE Zweigniederlassung BP Austria
- BP Europa SE, Hamburg, Zweigniederlassung BP (Switzerland) Zug
- BP Europe SE Magyarorszagi Fioktelepe
- BP Exploracion de Venezuela S.A.
- BP Exploration (Alaska) Inc.
- BP Exploration (Algeria) Limited
- BP Exploration (Alov) Limited
- BP Exploration (Alpha) Limited
- BP Exploration (Angola) Limited
- BP Exploration (Azerbaijan) Limited
- BP Exploration (Canada) Limited
- BP Exploration (Caspian Sea) Limited
- BP Exploration (Delta) Limited
- BP Exploration (El Djazair) Limited
- BP Exploration (Epsilon) Limited
- BP Exploration (Finance) Limited
- BP Exploration (Greenland) Limited
- BP Exploration (Morocco) Limited
- BP Exploration (Namibia) Limited
- BP Exploration (Nigeria Finance) Limited
- BP Exploration (Nigeria) Limited
- BP Exploration (Shafag-Asiman) Limited
- BP Exploration (Shah Deniz) Limited
- BP Exploration (South Atlantic) Limited
- BP Exploration (Vietnam) Limited
- BP Exploration (Xazar) Pte. Ltd.
- BP Exploration (Zeta) Limited
- BP Exploration Angola (Kwanza Benguela) Limited
- BP Exploration Australia Pty Ltd
- BP Exploration Beta Limited
- BP Exploration China Limited
- BP Exploration Company (Colombia) Limited
- BP Exploration Company (Middle East) Limited
- BP Exploration Company Limited
- BP Exploration do Brasil Ltda
- BP Exploration Indonesia Limited
- BP Exploration Investments B.V.
- BP Exploration Libya Limited
- BP Exploration Mexico Limited
- BP Exploration Mexico, S.A. De C.V.
- BP Exploration North Africa Limited
- BP Exploration Operating Company Limited
- BP Exploration Orinoco Limited
- BP Exploration Personnel Company Limited
- BP Exploration Services Limited
- BP Exploration Turkiye B.V.
- BP Exploration Venezuela Limited
- BP Express Shopping Limited
- BP Express Sp. z o.o.
- BP Finance (South East Asia) Limited
- BP Finance Australia Pty Ltd
- BP Finance p.l.c.
- BP Foreign Sales Inc.
- BP Foshan LPG Co., Ltd
- BP Foundation Incorporated
- BP France
- BP Fuels & Lubricants AS
- BP Fuels Deutschland GmbH
- BP Fuels Marketing Limited
- BP Fuels Romania S.R.L.
- BP FuJian Ltd
- BP Gas A/S
- BP Gas and Power Company

- BP Gas Austria GmbH Nfg. OHG
- BP Gas Espana, S. A. Unipersonal
- BP Gas Europe, S.A.U.
- BP Gas Marketing Limited
- BP Gas Nederland B.V.
- BP Gas Supply (Angola) LLC
- BP Gaz Anonim Sirketi
- BP Gelsenkirchen GmbH
- BP Gest 24-Exploração de Postos de Abastecimento e de Lojas de Conveniência-Sociedade Unipessoal Lda
- BP Ghana Limited
- BP Global Investments Limited
- BP Global Investments Salalah & Co LLC
- BP Global Special Products (America) Inc.
- BP Global Special Products Limited
- BP Global West Africa Limited
- BP Greece Limited
- BP Group Ireland Trustees Limited
- BP Guangdong Limited
- BP Guangzhou Development Oil Product Co., Ltd
- BP High Density Polyethylene France - BP HDPE
- BP Holdings (Thailand) Limited
- BP Holdings B.V.
- BP Holdings Canada Limited
- BP Holdings International B.V.
- BP Holdings North America Limited
- BP Hong Kong Limited
- BP Huizhou Limited
- BP Hydrogen Power Australia Pty Ltd
- BP IFC Belgium BVBA
- BP India Limited
- BP India Services Private Limited
- BP Indonesia Investment Limited
- BP International Limited
- BP International Services Company
- BP Interoil AG
- BP Investment Management Limited
- BP Investments Asia Limited
- BP Investments Eastern Europe Limited
- BP Iraq Limited
- BP Iraq N.V.
- BP Italia SpA
- BP Japan K.K.
- BP Japan Trading Limited
- BP Jiangmen LPG Co. Limited
- BP Kapuas I Limited
- BP Kapuas II Limited
- BP Kapuas III Limited
- BP Kazakhstan Limited
- BP Korea Limited
- BP Korea Marketing Limited
- BP Kuwait Limited
- BP Latin America LLC
- BP Lesotho (Pty) Limited
- BP Lingen GmbH
- BP LNG Shipping Limited
- BP LPG UK Limited
- BP Lubes Marketing GmbH
- BP Lubricants (UK) Limited
- BP Lubricants KK
- BP Lubricants Services Pty Ltd
- BP Lubricants USA Inc.
- BP Luxembourg S.A.
- BP Malawi Limited
- BP Malaysia Holdings Sdn. Bhd.
- BP Malta Limited
- BP Management International B.V.
- BP Management Netherlands B.V.
- BP Marine Limited
- BP Maritime Services (Isle of Man) Limited
- BP Maritime Services (Singapore) Pte. Limited
- BP Maritime Services Limited
- BP Marketing Egypt LLC
- BP Marketing Limited
- BP Mauritius Limited
- BP Middle East Enterprises Corporation
- BP Middle East Limited
- BP Middle East LLC
- BP Mocambique Limitada
- BP Mojave Germany 2 GmbH
- BP Mojave Nederland N.V.

- BP Muriah Ltd.
- BP Muturi Holdings B.V.
- BP Namibia (Proprietary) Limited
- BP Nederland Holdings BV
- BP Netherlands Exploration Holding B.V.
- BP New Zealand Holdings Limited
- BP New Zealand Share Scheme Limited
- BP Norge AS
- BP North Arafura Limited
- BP Nutrition Inc.
- BP Offshore Gathering Systems Inc.
- BP Offshore Pipelines Inc.
- BP Offshore Response Company LLC
- BP Oil (Gibraltar) Limited
- BP Oil (Thailand) Limited
- BP Oil and Chemicals International Philippines Inc.
- BP Oil Australia Pty Limited
- BP Oil Espana, S.A. Unipersonal
- BP Oil Hellenic S.A.
- BP Oil International Limited
- BP Oil Kent Refinery Limited
- BP Oil Llandarcy Refinery Limited
- BP Oil Logistics UK Limited
- BP Oil Marketing Co.
- BP Oil Marketing GmbH
- BP Oil New Zealand Limited
- BP Oil Pipeline Company
- BP Oil Refineria de Castellon, S.A. Unipersonal
- BP Oil Shipping Company, USA
- BP Oil Supply Company
- BP Oil UK Limited
- BP Oil Venezuela Limited
- BP Oil Vietnam Limited
- BP Oil Yemen Limited
- BP Olex Fanal Mineralol GmbH
- BP Overzee B.V.
- BP Pacific Investments Ltd
- BP Pakistan (Badin) Inc.
- BP Pakistan Exploration and Production, Inc.
- BP Panama SA
- BP Pension Trustees Limited
- BP Pensions (Overseas) Limited
- BP Pensions Limited
- BP Peru Limited
- BP Petrochemicals India Investments Limited
- BP PetroChina Petroleum Co., Ltd
- BP Petroleo y Gas, S.A.
- BP Petroleum (Gibraltar) Limited
- BP Petrolleri Anonim Sirketi
- BP Petronas Acetyls Sdn. Bhd.
- BP Philippines Inc.
- BP Pipelines (Alaska) Inc.
- BP Pipelines (BTC) Limited
- BP Pipelines (North America) Inc.
- BP Pipelines (SCP) Limited
- BP Pipelines (TANAP) Limited
- BP Pipelines Vietnam B.V.
- BP Polska SA
- BP Polska Services Sp. z o.o.
- BP Polypropylene France
- BP Portugal -Comercio de Combustiveis e Lubrificantes SA
- BP Power Trading Limited
- BP Products North America Inc.
- BP Properties Limited
- BP Quanzhou LPG Company Limited
- BP Raffinaderij Rotterdam B.V.
- BP Refinery (Kwinana) Proprietary Limited
- BP Refining & Petrochemicals GmbH
- BP Regional Australasia Holdings Pty Ltd
- BP Russian Investments Limited
- BP Sakhalin Inc.
- BP Santiago Pipelines Company
- BP Services International Limited
- BP Services N.V.
- BP Shafag-Asiman Limited
- BP Sharjah Limited
- BP Sharjah LPG Company
- BP Sharjah LPG Limited
- BP Sharjah Oil Company
- BP Shipcare Sdn. Bhd.

- BP Shipping Limited
- BP Singapore Pte. Limited
- BP Sinopec (ZheJiang) Petroleum Co., Ltd
- BP Social Investment Company
- BP Solar Arabia Ltd
- BP Solar Deutschland GmbH
- BP Solar do Brasil Ltda
- BP Solar Energy North America LLC
- BP Solar Espana, S.A. Unipersonal
- BP Solar France
- BP Solar Hellas S.A.
- BP Solar International Inc.
- BP Solar Italia S.R.L.
- BP Solar Malaysia Sdn. Bhd.
- BP Solar Maroc
- BP Solar Pty Ltd
- BP South East Asia Limited
- BP South West Pacific Limited
- BP Southern Africa (Proprietary) Limited
- BP Southern Cone Company
- BP Subsea Well Response (Brazil) Limited
- BP Subsea Well Response Limited
- BP Sunoasis Company Limited
- BP Sutton Limited
- BP Suzhou LPG Co., Ltd
- BP Swaziland (Pty) Limited
- BP Taiwan Limited
- BP Taiwan Marketing Limited
- BP Tanjung IV Limited
- BP Tanzania Limited
- BP Tanzania Provident Trust Limited
- BP Technology Ventures Inc.
- BP Toplivnaya Kompanya LLC
- BP Trade and Supply (Germany) GmbH, Hamburg
- BP Trading Limited
- BP TRAIN 2/3 HOLDING SRL
- BP Transportation (Alaska) Inc.
- BP Trinidad and Tobago LLC
- BP Trinidad Exploration B.V.
- BP Trinidad Processing Limited
- BP Turkey Refining Limited
- BP Venezuela Holdings Limited
- BP Venezuela Investments B.V.
- BP Venezuela Limited
- BP Vietnam Investments Limited
- BP West Arguni Ltd.
- BP West Aru I Limited
- BP West Aru II Limited
- BP West Coast Products LLC
- BP West Papua I Limited
- BP West Papua III Limited
- BP Wind Energy Limited
- BP Wind Energy North America Inc.
- BP Wiriagar Ltd.
- BP World-Wide Technical Services Limited
- BP YPC Acetyls Company (Nanjing) Limited
- BP Zambia Plc
- BP ZhongShan LPG Co.,Ltd
- BP Zhuhai Chemical Company Limited
- BP Zhuhai LPG Company Limited
- BP Zimbabwe (Pvt) Limited
- BP+Amoco International Limited
- BPA Investment Holding Company
- BP-Amoco Global Power (Europe) Limited
- BP-Husky Refining LLC
- BP-Japan Oil Development Company Limited
- BPNE International B.V.
- BPRY Caribbean Ventures LLC
- BPS BRINDISI 1 s.r.l.
- BPSA Education Foundation Trust
- BPSA Pension Fund
- BPZR (Ningbo) LPG Co., Ltd
- Braendstoflageret Kobenhavns Lufthavn I/S
- Brian Jasper Nominees Pty Ltd
- Britannic Energy Trading Limited
- Britannic Investments Iraq Limited
- Britannic Strategies Limited
- Britannic Trading Limited
- British Pipeline Agency Limited

- Britoil Limited
- Britoil Public Limited Company
- BSPE General, LLC
- BSPE Holdings, LLC
- BSPE Limited, LLC
- BSPE, L.P.
- BTC International Investment Co.
- BTC Pipeline Company
- BTC Pipeline Holding Company Limited
- Buckeye Exploration Limited
- Bunduq Company Limited
- Burmah Castrol Australia Pty Ltd
- Burmah Castrol Capital (Jersey) Limited
- Burmah Castrol Holdings Inc.
- Burmah Castrol Holdings Limited
- Burmah Castrol PLC
- Burmah Castrol South Africa (Pty) Limited
- Burmah Chile S.A.
- Burmah Endeavour Limited
- Burmah Enterprise Limited
- Burmah Fuels Australia Pty Ltd
- Burmah Oil (Louisiana) Inc.
- Burmah Oil Tankers Limited
- Burmah Vessel Operations Limited
- Burmah-Shell Oil Storage & Distributing Company of India Limited
- Butamax™ Advanced Biofuels LLC
- BXL Plastics Limited
- Cadman DBP Limited
- Caesar Oil Pipeline Company, LLC
- Campina Verde Bioenergia Ltda.
- Campina Verde Empreendimentos e Participacoes S.A.
- Candelaria Exploration Corporation
- Canmar (U.S.) Inc.
- Canstates Gas Marketing
- Cantera K-3 Limited Partnership
- Cape Vincent Wind Power, LLC
- Carpio Fotovoltaica, S.L.U.
- Carson Cogeneration Company
- Casitas Pipeline Company
- Castrol (China) Limited
- Castrol (Ireland) Limited
- Castrol (Shenzhen) Company Limited
- Castrol (Switzerland) AG
- Castrol (U.K.) Limited
- Castrol Australia Pty Limited
- Castrol Austria GmbH
- Castrol B.V.
- Castrol BP Petco Limited Liability Company
- Castrol Brasil Ltda.
- Castrol Canada Inc.
- Castrol Caribbean & Central America Inc.
- Castrol China Investments Limited
- Castrol Colombia Limitada
- Castrol Cuba S.A.
- Castrol d.o.o. Beograd
- Castrol de Venezuela C.A.
- Castrol Del Peru S.A.
- Castrol DongFeng Lubricant Co., Ltd
- Castrol Ecuador
- Castrol Hungaria Kereskedelmi Kft
- Castrol Hugaria Trading Co. Ltd.
- Castrol India Limited
- Castrol Industrial Limited
- Castrol Industrial North America Inc.
- Castrol Industrie und Service GmbH
- Castrol KK
- Castrol Limited
- Castrol Lubricants (CR), s.r.o.
- Castrol Lubricants International GmbH
- Castrol Lubricants RO S.R.L
- Castrol Lubricants Sp.z.o.o.
- Castrol Marine Oil GmbH
- Castrol Marine Oils Limited
- Castrol Mexico, S.A. de C.V.
- Castrol Middle East Limited
- Castrol Namibia (Pty) Limited
- Castrol Offshore Limited
- Castrol Overseas Equities Limited
- Castrol Overseas Investments Limited
- Castrol Overseas Nominees Limited
- Castrol Overseas Securities Limited
- Castrol Pakistan (Private) Limited

- Castrol Philippines, Inc.
- Castrol Polska Sp. z o.o.
- Castrol Russia GmbH
- Castrol Servicios Ltda.
- Castrol Slovensko, s.r.o.
- Castrol South Africa (Pty) Limited
- Castrol Swaziland (Pty) Limited
- Castrol Switzerland AG
- Castrol Trading (Guangzhou) Limited
- Castrol Ukraine LLC
- Castrol Zimbabwe (Private) Limited
- CATS North Sea Limited
- Caudete Fotovoltaica, S.L.U.
- CCWE Holdings LLC
- Cedar Creek II Holdings LLC
- Cedar Creek II, LLC
- Cedar Creek Wind Energy, LLC
- Cekisan Depolama Hizmetleri Limited Sirketi
- Central Alberta Midstream (BP3) Company
- Central Itumbiara de Bioenergia e Alimentos S.A.
- Central Itumbiara de Empreendimentos e Participacoes S.A.
- Central Midstream (CCR3) Company
- Central North Sea Fibre Telecommunications Company Limited
- Centrel Pty Ltd
- Charringtons Fuels Limited
- Chartwin Enterprises Limited
- Chengdu First Energy Company Limited
- Cherry Point Cogen LLC
- Chicap Pipe Line Company
- China American Petrochemical Company, Ltd. (CAPCO)
- China LNG Shipping (International) Company Limited
- CH-Twenty Holdings LLC
- CH-Twenty, Inc.
- Clarisse Holdings Pty Ltd
- Cleopatra Gas Gathering Company, LLC
- Coastal Oil Logistics Limited
- Coastwise Guaranty Company
- Coastwise Trading Company, Inc.
- Compania de Inversiones El Condor Limitada
- Concessionaria Stalvedro S.A.
- Condor Investments (Pvt) Limited
- Consolidada de Energia y Lubricantes, (CENERLUB) C.A.
- Conti Cross Keys Inn, Inc.
- Coro Trading NZ Limited
- CrossAlta Gas Storage & Services Ltd.
- CSGP of Southeast Texas, LLC
- CSGP Services, L.P.
- Cuyama Pipeline Company
- Cypress Pipeline Company, L.L.C.
- Danish Refuelling Service I/S
- Danish Tankage Services I/S
- Deep Creek Wind Farm LLC
- Deepwater (GOM) II LLC
- Deepwater (GOM) LLC
- Delta Housing Inc.
- Denali - The Alaska Gas Pipeline LLC
- Denver Master Limited Partnership I
- Depot Petrolier de Lyon
- Dermody Developments Pty Ltd
- Dermody Holdings Pty Ltd
- Dermody Investments Pty Ltd
- Dermody Petroleum Pty Ltd
- Destin Pipeline Company, L.L.C.
- Deutsche Castrol Vertriebsgesellschaft mbH
- DHC Solvent Chemie GmbH
- Direct Fuels Limited
- Dofima BV
- Dolvik Utvikling AS
- Dome Beaufort Petroleum Limited
- Dome Beaufort Petroleum Limited (March 1980) Limited Partnership
- Dome Beaufort Petroleum Limited 1979 Partnership No. 1
- Dome Kerrobert Pipeline ULC
- Dome NGL Pipeline ULC
- Dome Petroleum LLC
- Dome Wallis (1980) Limited Partnership

- Dorchester Oil Trading Company Limited
- Dradnats, Inc.
- Duckhams Oils (Thailand) Company Limited
- Duckhams Oils Limited
- Dussek Campbell (Cables) Limited
- Dussek Campbell Limited
- Dusseldorf Fuelling Services GbR
- Dusseldorf Tank Services GbR
- DZO Holdings B.V.
- East Siberia Holdings Limited
- East Tanka Petroleum Company “ETAPCO”
- ECM Markets SA (Pty) Ltd
- Edom Hills Project 1, LLC
- Ekma Oil Company “EKMA”
- El Tamsah Petroleum Company “PETROTEMSAH”
- Electrical Installations (Pvt) Limited
- Electrical Oil Services Limited
- Elite Customer Solutions Pty Ltd
- Elk River II, LLC
- Elm Holdings Inc.
- Elvary Neftegaz Holdings B.V.
- EMDAD Aviation Fuel Storage FZCO
- Emerald Offshore Services Limited
- Emirates Petroleum Terminals LLC
- Endicott Pipeline Company
- Endymion Oil Pipeline Company, LLC
- Energenomics LLC
- Energy Americas Receivables Company, LLC
- Energy Caspian Corporation
- Energy Emerging Investments, LLC
- Energy Global Investments (USA) Inc.
- Enstar LLC
- Enter SL
- Entrepot petrolier de Chambery
- Entrepôt Pétrolier de Puget sur Argens - EPPA
- EPIC Aviation, LLC
- Erdölchemie Unterstützungskasse GmbH
- ERE Betriebsführungsgesellschaft mbH
- Erfurt Fuelling Services GbR
- Eroil Mineraloel GmbH - Diehl
- ESJ US Holdings LLC
- Esma Petroleum Company “ESMA”
- Estonian Aviation Fuelling Services
- Etzel-Kavernenbetriebsgesellschaft mbH & Co. KG
- Etzel-Kavernenbetriebs-Verwaltungsgesellschaft mbH
- Europa Oil NZ Limited
- Exomet, Inc.
- Expandite Contract Services Limited
- Exploration (Luderitz Basin) Limited
- Exploration Service Company Limited
- F&H Pipeline Company
- FFS Frankfurt Fuelling Services (GmbH & Co.) OHG
- FFS Frankfurt Fuelling Services GbR
- FIBIL SA
- Fingal Aviation Services Limited
- Finsbury Colorado Properties Inc.
- Finsbury Properties Inc.
- Fip Verwaltungs GmbH
- First-Tier Energy Ltd.
- Flat Ridge 2 Holdings LLC
- Flat Ridge 2 Wind Energy LLC
- Flat Ridge 2 Wind Energy South LLC
- Flat Ridge 2 Wind Holdings LLC
- Flat Ridge 3 Wind Energy LLC
- Flat Ridge Wind Energy, LLC
- Flughafen Hannover Pipeline Verwaltungsgesellschaft mbH
- Flughafen Hannover Pipelinegesellschaft mbH & Co. KG
- Ford County Wind Farm LLC
- Fork LPG GmbH
- Formosa BP Chemicals Corporation
- Foseco Chile Ltda.
- Foseco Holding International B.V.
- Foseco Holding, Inc.
- Foseco Management, Inc.
- Foseco Properties, Inc.
- Foseco Venezolana C.A.

- Foseco, Inc.
- Fosroc Expandite Limited
- Fosroc GmbH
- Fosven, CA
- Fowler I Holdings LLC
- Fowler II Holdings LLC
- Fowler III Holdings LLC
- Fowler Ridge Holdings LLC
- Fowler Ridge I Land Investments LLC
- Fowler Ridge II Holdings LLC
- Fowler Ridge II Wind Farm LLC
- Fowler Ridge III Holdings LLC
- Fowler Ridge III Wind Farm LLC
- Fowler Ridge IV Wind Farm LLC
- Fowler Ridge Wind Farm LLC
- Freebees B.V.
- Frühmesser Gesellschaft mit beschränkter Haftung
- Frühmesser GmbH & Co. KG, Landau
- Fuel & Retail Aviation Sweden AB
- Fuelling Aviation Service - FAS
- FUELPLANE- Sociedade Abastecedora de Aeronaves, Unipessoal, Lda
- Fundacioin BP Espana
- Fundación para la Eficiencia Energética de la Comunidad Valenciana
- Galaxy Biofuels LLC
- Gardena Holdings Inc.
- Gas Tanks Nederland B.V.
- Gasolin GmbH
- Gatwick Refuelling Services Limited
- Georg Reitberger Mineralöle GmbH & Co. KG
- Georg Reitberger Mineralöle Verwaltungen GmbH
- Georgetown Holding Company
- Georgian Pipeline Company
- Geostock Holding
- Gesmin SNC
- Gezamenlijke Tankdienst Schiphol B.V.
- GFC AB
- GISSCO S.A.
- Global Aviation Services Limited
- GlobeFuel Systems & Services GmbH
- GNR San Juan Limited Partnership
- Golden Hills Wind Energy LLC
- Golden Hills Wind Farm LLC
- Goldlink Petroleum Distributors Pty Ltd
- GOAM 1 SAS
- GOMH Holdings, Inc.
- Goshen Phase II LLC
- Gothenburgh Fuelling Company AB (GFC)
- Grampian Aviation Fuelling Services Limited
- Grangemouth Holdings Limited
- Grangemouth Properties Limited
- Gravcap, Inc.
- Great Republic Power Partners, LLC
- Greater Pacific Limited
- Green Mountain Energy Company
- Green Power G.P., LLC
- Green Power Holdings, LLC
- Green Power Limited, LLC
- Groupement de Distribution de Carburants de Rungis
- Groupement Pétrolier de Strasbourg
- Groupement pour l'Avitaillement de Lyon Saint-Exupéry
- Groupement pour l'Avitaillement de Marseille Provence
- Groupement pour l'Avitaillement de Nice Cote d'Azur
- Groupement pour l'Avitaillement de Toulouse
- Groupement pour l'Avitaillement d'Orly
- Guangdong Dapeng LNG Company Limited
- Guangdong Investments Limited
- Guangzhou Wittenberg Petroleum Ltd
- Gulf Of Suez Petroleum Company "GUPCO"
- H & G Contracting Services Limited
- HAM Fuel & Retail Aviation Deutschland GmbH
- Hamburg Tank Service (HTS) GbR
- Handygaz Limited
- Hargreaves Oil Trading Limited

- Havacilik Yakit Ikmalı Operasyon Ortakligi
- Heating Innovations Austria GmbH
- HECA London Limited
- Heinrich Fip GmbH & Co. KG
- HFS Hamburg Fuelling Services GbR
- Hiergeist Heizolhandel GmbH & Co. KG
- Hiergeist Verwaltung GmbH
- Highlands Ethanol, LLC
- Holdings BBG Limited
- Hudspeth County Wind Farm LLC
- Hydrogen Energy Australia Pty Ltd
- Hydrogen Energy California LLC
- Hydrogen Energy International Limited
- Hydrogen Energy International LLC
- IGI Resources, Inc.
- Inam Operating Company Limited
- Independent Petroleum Laboratory Limited
- India Gas Solutions Private Limited
- ING Leasing GmbH & Co. Alpha-Quebec oHG
- Inland Corporation
- International Card Centre Limited
- Inversiones Buló Buló S.A.
- Iputi Empreendimentos e Participacoes S.A.
- ISLA Mayor Solar, S.L.U.
- Ituiutaba Bioenergia Ltda.
- Ituiutaba Empreendimentos e Participacoes S.A.
- J & A Petrochemical Sdn. Bhd.
- J & S Motors (Pvt) Limited
- J.H.C. Realisations Limited
- Jade Global UK Limited
- Jamaica Aircraft Refuelling Services Limited
- Jiu Feng ARCO Shipping Co. Ltd.
- Joint Basin Corporation
- Joshua Tree Solar Farm, LLC
- Jupiter Insurance Limited
- Kabulonga Properties Limited
- Keijzer-Durieux B.V.
- Kemwell Limited
- Ken-Chas Reserve Company
- Kenilworth Oil Company Limited
- Kime Properties (Pvt) Limited
- Kingston Research Limited
- Kitt Energy Corporation
- Klaus Köhn GmbH
- Klaus Köhn GmbH & Co. Mineralöl KG, Oldenburg
- KnifeSpoonFork B.V.
- Köhn & Plambeck GmbH & Co. KG
- Konsortium Nord West Olleitung GbR
- Konsortium Tanklager Betriebsgesellschaft Nurnberg GbR
- Korea Energy Investment Holdings B.V.
- K-Power Co., Ltd.
- Kurt Ammenn GmbH & Co. KG
- Kuwait Oil Company Limited
- LAO Chemicals Holding Company
- Latin Energy Argentina S.A.
- Lebanese Aviation Technical Services S.A.L.
- LFS Langenhagen Fuelling Services GbR
- Lilac Properties Limited
- Logan Aluminum Inc.
- Long Island Solar Farm LLC
- Los Palacios Exploration Corporation
- Lotos - Air BP Polska Spółka z ograniczoną odpowiedzialnością
- LP Autogas B.V.
- LP Gas B.V.
- LubeCon Canada Ltd.
- Lubricants UK Limited
- Ludgate Sixty Nine Limited
- Maatschap Europoort Terminal
- Macgas Limited
- Magaz Fotovoltaica, S.L.U.
- Main Pass Oil Gathering Company
- Major and Company Limited
- Malmo Fuelling Services AB
- Manchester Airport Storage & Hydrant Company Limited
- Marchena Fotovoltaica, S.L.U.

- Mardi Gras Endymion Oil Pipeline Company, LLC
- Mardi Gras Transportation System Inc.
- Markoil, S.A. Unipersonal
- Mars Oil Pipeline Company
- Masana Petroleum Solutions(PTY) LTD
- Matelub S.A.R.L.
(Baldersheim/Frankreich)
- Mayaro Initiative for Private Enterprise Development
- McFall Fuel Limited
- Medina Holding Company
- Mediteranean Gas Co. "MEDGAS"
- Medway Oil and Storage company, Limited
- Mehoopany Holdings LLC
- Mehoopany Wind Energy LLC
- Mehoopany Wind Holdings LLC
- Melrose Oil Trading Company Limited
- Menehall Investments Limited
- Mes Tecnologia En Servicios Y Energia, S.A. DE C.V.
- Metro-Service B.V.
- Middle East Lubricants Company LLC
- Mid-Valley Pipeline Company
- Milne Point Pipeline, LLC
- Mineralol-Handels-Gesellschaft mbH, Celle
- Minza Pty Ltd
- Mobene GmbH & Co. KG
- Mobene Verwaltungs-GmbH
- Mojave County Wind Farm LLC
- Montilla Fotovoltaica, S.L.U.
- Moron Solar, S.L.U.
- Mountain City Remediation, LLC
- Munster, Simms & Co., Limited
- N.V. Rotterdam-Rijn-Pijpleiding Maatschappij (RRP)
- National Benzole Company Limited
- Natural Gas Vehicles Company "NGVC"
- Nederlandse Maatschappij voor Petroleumgassen 'Benegas' B.V.
- New Zealand Oil Services Limited
- NEWCO LPG Spolka z ograniczona odpowiedzialnoscia
- NFX Combustíveis Marítimos Ltda.
- NGL Ventures (Partnership)
- Nigermed Petroleum S.A.
- Ninnescah Wind Energy LLC
- No. 1 Riverside Quay Proprietary Limited
- Nodaway Wind Energy, LLC
- Nordic Lubricants A/S
- Nordic Lubricants AB
- Nordic Lubricants Oy
- Nord-West Oelleitung GmbH
- Norman Properties (Pvt) Limited
- North America Funding Company
- North Ghara Petroleum Company (NOGHCO)
- North October Petroleum Company "NOPCO"
- North Sea Carbon Management Company Limited
- Northern Plains Wind Energy, LLC
- Northstar Pipeline Company, LLC
- Nova Lubricants (Pvt) Limited
- Oak Hill Venture Fund Limited Partnership
- Oelwerke Julius Schindler GmbH
- Okeanos Gas Gathering Company, LLC
- Olympic Pipe Line Company
- OMD87, Inc.
- Omega Oil Company
- Orion Aardolieprodukten Onderneming B.V
- Orion Delaware Mountain Wind Farm LP
- Orion Energy Holdings, LLC
- Orion Energy L.L.C.
- Orion Lincoln County Wind Farm LLC
- Orion Post Land Investments, LLC
- Orion Sherbino Mesa Delaware LLC
- P. Marin Energia Solar, S.L.U.
- P.T. Amoco Mitsui PTA Indonesia
- P.T. Jasatama Petroindo
- Paardeil Investments (Pty) Limited

- Pacroy (Thailand) Co., Ltd.
- PAE E & P Bolivia Limited
- PAE Oil & Gas Bolivia Ltda.
- Pan American Energy Chile Limitada
- Pan American Energy do Brasil Ltda.
- Pan American Energy Holdings Ltd.
- Pan American Energy Iberica S.L.
- Pan American Energy Investments Ltd.
- Pan American Energy LLC
- Pan American Energy LNG LLC
- Pan American Energy Uruguay S.A.
- Pan American Fuegoina S.A.
- Pan American Petroleum Company of California
- Pan American Petroleum Corporation
- Pan American Sur S.A.
- Pan Marine Services SA
- Pars Investment Corporation
- Paul Harling Mineralole GmbH & Co. KG
- Peaks America Inc.
- Pearl River Delta Investments Limited
- Pembina Wind Energy, LLC
- Penagree Limited
- Peninsular Aviation Services Company Limited
- Pentland Aviation Fuelling Services Limited
- Pet Gaz Anonim Sirketi
- Peterhead Hydrogen Power Limited
- Petro Shadwan Petroleum Company “PETRO SHADWAN”
- Petroperija, S.A.
- Petrostock SA
- Pharaonic Petroleum Company “PhPC”
- Phoenix Petroleum Services, Limited Liability Company
- PHP Construction Holdings, Inc.
- PHP Construction Limited
- PHP Operations
- PHP Trading Holdings, Inc.
- PHP Trading Limited
- Phu My 3 BOT Power Company Limited
- Pine Creek Resources, LLC
- Pipers Holdings Limited
- Platina Bioenergia Ltda.
- PLG Pflichtlagengesellschaft fuer Mineraloele AG
- PLR Oil Company Inc.
- Polyethylene Malaysia Sdn. Bhd.
- Premier Lubricants (S) Pte Ltd
- Premium Lubricants Romania S.R.L.
- Prince William Sound Oil Spill Response Corporation
- Products Cogeneration Company
- Produits Métallurgie Doittau SA - PROMEDO
- ProGas Enterprises Limited
- ProGas Limited
- ProGas U.S.A., Inc.
- Proteus Oil Pipeline Company, LLC
- PT BP Petrochemicals Indonesia
- PT Cakrawala Tata Sentosa
- PT Castrol Indonesia
- PT Cemerlang Pelumas Prima
- PT Jasatama Petroindo
- PT Petro Storindo Energi
- PT Vico Enterprises Indonesia
- PTE Pipeline LLC
- Pyramid Motor Corporation (Pvt) Limited
- Raffinerie de Strasbourg
- Rahamat Petroleum Company (PETRORAHAMAT)
- Raimund Mineraloel GmbH
- RAPI SA
- RD Petroleum Limited
- Reading Investment (Nominee) Limited
- Reax Industria e Comercio Ltda.
- Remediation Management Services Company
- Resolution Partners LLP
- Rhein-Main-Rohrleitungstransportgesellschaft mbH
- Richfield Oil Corporation
- Riley County Wind Farm LLC
- Rio Grande Pipeline Company

- Rodas Exploration Corporation
- Rolling Thunder I Power Partners, LLC
- Rolling Thunder II Power Partners, LLC
- Romanian Fuelling Services S.R.L.
- Ropemaker Deansgate Limited
- Ropemaker Gilston Limited
- Ropemaker Hams Hall Limited
- Ropemaker Heywood Limited
- Ropemaker Maidenhead Limited
- Ropemaker Nottingham Limited
- Ropemaker Properties Limited
- Ropemaker Stockley Limited
- Ropemaker Stratton (No.1) Limited
- Ropemaker Stratton (No.2) Limited
- Routex B.V.
- Rudeis Oil Company “RUDOCO”
- Ruehl Gesellschaft m.b.H. & Co KG.
- Ruhr Oel GmbH (ROG)
- Rundel Mineraloelvertrieb GmbH
- Rural Fuel Limited
- Russian Holdings Limited
- S&JD Robertson North Air Limited
- SABA- Sociedade Abastecedora de Aeronaves, Lda
- SAFCO SA
- Salzburg Fuelling GmbH
- Samsung-BP Chemicals Co., Ltd
- Sanilac County Wind Farm LLC
- Santa Cruz Exploration Corporation
- Saturn Insurance Inc.
- SBB Dortmund GmbH
- Scottish Oils Limited
- Servicios Logísticos de Combustibles de Aviación, S.L
- Setra Lubricants
- Setra Lubricants Kazakhstan LLC
- Shanghai Bi Ke Clean Energy Technology Co., Ltd
- Shanghai SECCO Petrochemical Company Limited
- Sharjah Aviation Services Co. LLC
- Sharjah Pipeline Company LLC
- Shell and BP Red Sea Trading Limited
- Shell and BP Scotland Limited
- Shell and BP Services Limited
- Shell and BP South African Petroleum Refineries (Pty) Ltd
- Shell Red Sea Limited
- Shell Zimbabwe (Pvt) Limited
- Shell-Mex and B.P. Limited
- Shenzhen Cheng Yuan Aviation Oil Company Limited
- Shenzhen Dapeng LNG Marketing Company Limited
- Sherbino I Holdings LLC
- Sherbino I Wind Farm LLC
- Sherbino II Holdings LLC
- Sherbino II Wind Farm LLC
- Sherbino Mesa I Land Investments LLC
- Shine Top International Investment Limited
- SIGAS-Armazenagem de Gas, ACE
- Silva Exploration Corporation
- Silver Brook Wind Farm LLC
- Silver Star I Power Partners, LLC
- Silver Star II Power Partners, LLC
- Simpson Creek Wind Farm LLC
- Sisseton Wind Farm LLC
- SKA Energy Holdings Limited
- SM Realisations Limited
- Sociedade de Promocao Imobiliaria Quinta do Loureiro, SA
- Société d'Avitaillement et de Stockage de Carburants Aviation “SASCA”
- Société de Gestion de Dépôts d'Hydrocarbures - GDH
- Société de Gestion de Produits Pétroliers - SOGEPP
- SOFAST Limited
- SOL BR1
- Solar Services Inc.
- Solarex Electric Ltd.
- SOPEFRA 3
- South Caucasus Pipeline Company Limited
- South Caucasus Pipeline Holding Company Limited

- South Caucasus Pipeline Option Gas Company Limited
- South Houston Green Power, LLC
- South Louisiana Biofuels LLC
- Southeast Texas Biofuels LLC
- Southern Ridge Pipeline GP LLC
- Southern Ridge Pipeline Holding Company
- Southern Ridge Pipeline LP LLC
- Southern Ridge Pipeline Partners LP
- ST BP Holdings Limited
- ST-Airport Services Pte Ltd
- Standard Oil Alternate Energy Development Company
- Standard Oil Company, Inc.
- STDG Strassentransport Dispositions Gesellschaft mbH
- STDG Strassentransport Dispositions GMBH Spolka z ograniczona odpowiedzialnoscia - Oddzial w Polsce
- Stellaria Property Company Limited
- Stonewall Resources Ltd.
- Stuttgart Fuelling Services GbR
- Sunderland Oil Storage Limited
- Sunrise Oil Sands Partnership
- TAA - Tankanlagen Auhafen AG
- Tankanlage AG Mellingen
- TAR - Tankanlage Ruemlang AG
- Taradadis Pty Ltd
- Tata BP Solar India Limited
- TAU Tanklager Auhafen AG
- TBG Tanklager Betriebs GmbH
- TBN Tanklager-Betriebsgesellschaft Nurnberg GmbH
- TEA Comercio E Participacoes Ltda.
- Tecklenburg GmbH
- Tecklenburg GmbH & Co. Energiebedarf KG
- Teknik Petrol Urunleri Servis Yonetim ve Elektrik Uretim ve Dagitim Limited Sirketi
- Telcom General Corporation
- Terminales Canarios, S.L.
- Terrapin Creek Holdings LLC
- Terrapin Creek Wind Energy LLC
- Terre de Grace Partnership
- Texas Cotton Valley Sand Limited Partnership
- TFSB Turbo Fuel Services Berlin GbR (Schonefeld)
- TGFH Tanklager-Gesellschaft Frankfurt-Hahn GbR
- TGH Tankdienst-Gesellschaft Hamburg GbR
- TGHL Tanklager-Gesellschaft Hannover-Langenhagen GbR
- TGS Tankdienst-Gesellschaft Stuttgart GbR
- The Anaconda Company
- The Baku-Tbilisi-Ceyhan Pipeline Company
- The BP Share Plans Trustees Limited
- The British Petroleum Company Limited
- The Burmah Oil Company (Pakistan Trading) Limited
- The Consolidated Petroleum Company Limited
- The Consolidated Petroleum Supply Company Limited
- The Marine Alliance (UK) Limited
- The Marine Alliance B.V.
- The Marine Alliance Rotterdam B.V.
- The Power Petroleum Company Limited
- The Standard Oil Company
- The Sullom Voe Association Limited
- Titan Wind, LLC
- TLM Tanklager Management GmbH
- TLS Tanklager Stuttgart GmbH
- TNK Industrial Holdings Limited
- TNK-BP Limited
- TOC-Rocky Mountains Inc.
- Toledo Refinery Holding Company LLC
- Top Notch Wind Farm LLC
- Torsina Oil Company “TORSINA”
- Towson Commons Ltd. Partnership
- Trafineo GmbH & Co. KG
- Trafineo Verwaltungs-GmbH
- TransTank GmbH

- Trinity Hills Wind Farm LLC
- Tropical BioEnergia S.A.
- TSG Polska Spolka z ograniczona odpowiedzialnoscia
- TSG Tankstellen Support GmbH
- TXC Green Power LLC
- UKCS Carbon Management Company Limited
- Unimar LLC
- Union Texas (Argentina) Ltd.
- Union Texas (Transnational) Limited
- Union Texas Adriatic, Inc.
- Union Texas Azerbaijan Limited
- Union Texas do Brasil Limited
- Union Texas Energy Development Limited
- Union Texas Hellas, Inc.
- Union Texas International Corporation
- Union Texas Kazakhstan Limited
- Union Texas Kazakhstan Offshore Limited
- Union Texas Petroleum
- Union-Tank Eckstein GmbH
- Union-Tank Eckstein GmbH & Co. KG
- United Gas Derivatives Company “UGDC”
- United Kingdom Oil Pipelines Limited
- UT Acadia, LLC
- UT Petroleum Energy, LLC
- UT Petroleum Services, LLC
- UTA Espana S.L.
- UTA Italia S.r.l., Verona /Italien
- UTA Nederland B.V.
- UTA Tank A.G.
- Utah Oil Refining Company
- Utrera Fotovoltaica, S.L.U.
- Vastar Energy, Inc.
- Vastar Gas Marketing, Inc.
- Vastar Holdings, Inc.
- Vastar Pipeline, LLC
- Vastar Power Marketing, Inc.
- Veba Oil & Gas Cerro Negro GmbH
- Veedol International Limited
- Verano Collateral Holdings LLC
- Veruba Pty Ltd
- VIC CBM Limited
- Viceroy Investments Limited
- Virginia Indonesia Co. CBM Limited
- Virginia Indonesia Co., LLC
- Virginia International Co., LLC
- Virginia Services Ltd., LLC
- Vivergo Fuels Limited
- Vostok-Shmidt Neftegaz Holdings B.V.
- VTA Verfahrenstechnik und Automatisierung GmbH
- Walton-Gatwick Pipeline Company Limited
- Warrenville Development Ltd. Partnership
- Water Way Trading and Petroleum Services LLC
- Watson Cogeneration Company
- Waunita Wind Energy, LLC
- Welchem Canada Ltd.
- Welchem Trinidad, Inc.
- Welchem, Inc.
- West Kimberley Fuels Pty Ltd
- West London Pipeline and Storage Limited
- West Morgan Petroleum Company (PETROMORGAN)
- WESTBIT AB
- Westlake Houston Development, LLC
- Westoil Petroleum Pty Ltd
- Westside Solar, LLC
- White Pines Wind Farm LLC
- Whiting Clean Energy, Inc.
- Whitney Point Solar, LLC
- Wilburton Hub, Inc.
- Wilprise Pipeline Company, L.L.C.
- Windpark Energy Nederland B.V.
- Wiri Oil Services Limited
- Yangtze River Acetyls Co., Ltd
- Yasdan Limited
- Young's Paraffin Light and Mineral Oil Company (Limited)
- Yuma County Wind Farm LLC
- Yuma Wind Energy, LLC

- Zamlube Re-refiners Limited
- ZAO Baltic Petroleum
- ZAO Bi Neft
- Zapad-Shmidt Neftegaz Holdings B.V.
- 0936326 B.C. Unlimited Liability Company
- 123456 Delaware LLC
- 1594416 Alberta Ltd.
- 200 PS Aircraft Holdings Inc.
- 200 PS Investment Company
- 200 PS Overseas Holdings Inc.
- 3101805 Nova Scotia Company
- 33 North Lorel Limited Partnership
- 338 Resources Company
- 4321 North 800 West LLC
- 563916 Alberta Ltd.
- 5836 West Washington Limited Partnership
- 858965 Alberta Ltd.

Appendix 8: BP Corporation North America Inc. Guaranty

Primary Guaranty by

BP Corporation North America Inc.

IN FAVOR OF

**THE UNITED STATES AND THE STATES OF ALABAMA, FLORIDA, LOUISIANA,
MISSISSIPPI, AND TEXAS**

**RELATING TO THE CONSENT DECREE BETWEEN THE UNITED STATES, THE
GULF STATES, BPXP, BPCNA, AND BP p.l.c. IN MDL 2179 (E.D. La.)
WITH RESPECT TO THE *DEEPWATER HORIZON* INCIDENT**

1. Guaranty
2. Unconditional Guaranty
3. Waiver
4. Subrogation
5. Notices
6. A Valid Demand, When Required, and Payment
7. No Waiver; Remedies
8. Term; Termination
9. Assignment; Successors and Assigns
10. No Third Party Beneficiaries
11. Amendments
12. Captions
13. Representations and Warranties
14. Severability
15. Jurisdiction
16. Governing Law

PRIMARY GUARANTY

This Primary Guaranty (the “Guaranty”) is made the ____ day of _____, 2015 and effective as of the Effective Date (as defined in the Consent Decree) by BP Corporation North America Inc., an Indiana corporation (“Primary Guarantor”), in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi and Texas (collectively the “Beneficiaries”).

WHEREAS, the Beneficiaries, BP Exploration & Production Inc. (“BPXP”), the Primary Guarantor, and BP p.l.c., have entered into a Consent Decree with respect to claims arising from the Deepwater Horizon Incident, to which this Guaranty is attached (the “Consent Decree”);

WHEREAS, the Primary Guarantor is an indirect parent of BPXP; and;

WHEREAS, for the benefit of the Beneficiaries, the Primary Guarantor has agreed to provide this Guaranty pursuant to Section IX (Financial Assurance) of the Consent Decree;

NOW, THEREFORE, in consideration of good and valuable consideration to the Primary Guarantor, including the Consent Decree, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Primary Guarantor hereby agrees as follows:

1. GUARANTY

- (a) The Primary Guarantor hereby irrevocably and unconditionally guaranties subject to the terms of this Guaranty, including without limitation the provisions of Section 6 of this Guaranty, that if (i) BPXP has failed to make a payment required under the Consent Decree (the “Guaranteed Obligations”) within 60 days after such payment has become due under the Consent Decree; or (ii) BPXP has filed for bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency; or (iii) any third-party has petitioned a court to place BPXP in bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency, an order for relief is entered, and any such filing or petition is not dismissed within 60 days of entry of such order for relief (any of (i), (ii) or (iii) immediately above, a “BPXP Default”), the Primary Guarantor shall, within 60 days, pay to the Beneficiaries the unpaid Guaranteed Obligations then due and payable by BPXP to the Beneficiaries in accordance with the payment terms of the Consent Decree.
- (b) The Primary Guarantor shall reimburse the Beneficiaries for all sums paid

to the Beneficiaries by BPXP with respect to such Guaranteed Obligations which the Beneficiaries are subsequently required to return to BPXP or a representative of BPXP's creditors as a result of BPXP's bankruptcy, insolvency, liquidation, or similar proceeding.

- (c) In respect of subsection 1(b), this Guaranty shall be a continuing guaranty of all of the Guaranteed Obligations and shall apply to and secure any ultimate balance due or remaining unpaid to the Beneficiaries; and this Guaranty shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Beneficiaries.
- (d) This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Beneficiaries on the insolvency, bankruptcy, or reorganization of BPXP or the Primary Guarantor or otherwise, all as though such payment had not been made.

The Primary Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only.

2. UNCONDITIONAL GUARANTY. Save due performance by BPXP or the Primary Guarantor, the liability of Primary Guarantor under this Guaranty shall not be limited, lessened or discharged by any of the following:

- (a) any incapacity or disability or lack or limitation of status or power of BPXP or that BPXP may not be a legal entity;
- (b) the bankruptcy or insolvency of BPXP; or
- (c) any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of the Guaranteed Obligations or the rights of the Beneficiaries with respect thereto.

The obligations of the Primary Guarantor hereunder are several and not joint with BPXP or any other person, and are primary obligations for which the Primary Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein or as set forth in the Consent Decree. It shall not be necessary for the Beneficiaries, in order to enforce payment by the Primary Guarantor under this Guaranty, to exhaust any of their remedies or recourse against BPXP, any other guarantor, or any other person liable for the payment and the Primary Guarantor's obligations hereunder shall apply regardless of whether recovery of all such Guaranteed Obligations may be discharged or uncollectible in any bankruptcy, insolvency or other proceeding, or otherwise unenforceable.

3. WAIVER. Except as set forth in the Consent Decree or this Guaranty, the Primary Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, notice of the creation or existence of any of the Guaranteed Obligations, and notice of any action by the Beneficiaries in reliance hereon or in connection herewith;
- (b) presentment, demand for payment, notice of dishonor or nonpayment, protest, and notice of protest or any other notice of any other kind with respect to the Guaranteed Obligations;
- (c) any requirement that suit be brought against, or any other action by the Beneficiaries be taken against, or any notice of default or other notice to be given to, or any demand be made on BPXP or any other person, or that any other action be taken or not taken as a condition to the Primary Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against the Primary Guarantor; and
- (d) any other circumstance which might otherwise constitute a defense, set-off, or counterclaim available to, or a legal or equitable discharge of BPXP in respect of the Guaranteed Obligations or the Primary Guarantor in respect of this Guaranty.

4. SUBROGATION. The Primary Guarantor shall be subrogated to all rights of the Beneficiaries against BPXP in respect of any amounts paid by the Primary Guarantor pursuant to the Guaranty, provided that the Primary Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code 11 U.S.C. § 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Beneficiaries against BPXP or any collateral which the Beneficiaries now have or acquire, until all of the Guaranteed Obligations due the Beneficiaries shall have been irrevocably and indefeasibly paid to the Beneficiaries in full. If (a) the Primary Guarantor shall perform and shall make payment to the Beneficiaries of all or any part of the Guaranteed Obligations due such Beneficiaries, and (b) all such Guaranteed Obligations due the Beneficiaries shall have been indefeasibly paid in full, the Beneficiaries shall, at the Primary Guarantor's request, execute and deliver to the Primary Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Primary Guarantor of any interest in such Guaranteed Obligations resulting from such payment of the Primary Guarantor.

5. NOTICES. Notice will be provided in accordance with the terms of Section XIX of the Consent Decree.

6. A VALID DEMAND, WHEN REQUIRED, AND PAYMENT.

- (a) With respect to any payments required pursuant to the following provisions of the Consent Decree: Section XI (Stipulated Penalties), Paragraph 21.a. as it applies to accelerated interest, Paragraph 30, and Paragraph 31, the Primary Guarantor is only liable to pay under this Guaranty in accordance with Section 1 hereof if the Primary Guarantor receives from the Beneficiaries a demand in writing that: (i) references the Guaranty, the Guaranteed Obligations due but unpaid to the Beneficiaries, and the existence and continuance of a BPXP Default; (ii) is signed by a duly authorized representative of the Beneficiaries; and (iii) is delivered to the Primary Guarantor. The Primary Guarantor shall pay, or cause to be paid, Guaranteed Obligations for which a demand is required within 60 days of receipt of such demand, unless, within such 60 day period, the BPXP Default giving rise to such demand has been paid in full or otherwise remedied by agreement of the Beneficiaries and BPXP.
- (b) With respect to all other payment obligations set forth in the Consent Decree, no demand shall be required under this Guaranty.

7. NO WAIVER; REMEDIES. No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

8. TERM; TERMINATION. This Guaranty shall not take effect until the Effective Date (as defined in the Consent Decree) of the Consent Decree. This Guaranty shall be and continue to be in full force and effect from the Effective Date until (the earlier of) (i) the date the Guaranteed Obligations to the Beneficiaries under the Consent Decree have been fully and indefeasibly paid, or (ii) the date the Consent Decree has been terminated or is held invalid or unenforceable by a court. This Guaranty shall terminate in full on the earlier date upon which any of conditions (i) or (ii) in the foregoing sentence has been satisfied.

9. ASSIGNMENT; SUCCESSORS AND ASSIGNS.

- (a) The Primary Guarantor payment obligations under this Guaranty shall be binding on any legal successor or assign of the Primary Guarantor in accordance with the requirements of Paragraph 7 of the Consent Decree.
- (b) No portion of this Guaranty shall provide any rights to, or be enforceable by, any person or entity other than the Beneficiaries and the Primary Guarantor, and no Beneficiary may assign or otherwise convey any right to enforce any provision of this Guaranty. Without limiting the foregoing, any assignment of any Beneficiary's rights of payment under the Consent Decree shall be with recourse

to such Beneficiary only and without recourse to the Primary Guarantor.

10. NO THIRD PARTY BENEFICIARIES. This Guaranty is for the exclusive benefit and convenience of the Primary Guarantor and the Beneficiaries. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon any other third party.

11. AMENDMENTS. No amendment or other modification of the terms of this Guaranty, including without limitation, those related to payment terms, shall be effective unless it is in writing, is signed by Primary Guarantor and the Beneficiaries, and states that it is expressly intended to give effect to the applicable amendment or modification hereto. No waiver of any provision of this Guaranty nor consent to any departure by the Primary Guarantor therefrom, including, without limitation, those related to payment terms, shall in any event be effective unless such waiver or consent shall refer to this Guaranty, be in writing and be signed by the all Beneficiaries. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

12. CAPTIONS. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions.

13. REPRESENTATIONS AND WARRANTIES. The Primary Guarantor represents and warrants as follows:

- (a) the Primary Guarantor is duly organized, validly existing, and in good standing under the laws of the State of Indiana;
- (b) the Primary Guarantor has full power and authority to execute, deliver, and perform its obligations under this Guaranty and no limitation on the powers of the Primary Guarantor will be exceeded as a result of entering into this Guaranty;
- (c) the execution, delivery, and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Primary Guarantor's constitutional documents; and
- (d) this Guaranty constitutes the legal, valid and binding obligation of the Primary Guarantor, enforceable against it by the Beneficiaries in accordance with its terms, subject to applicable law.

14. SEVERABILITY. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

15. JURISDICTION. The Primary Guarantor and the Beneficiaries (other than the United States) each hereby irrevocably agree to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Louisiana in MDL 2179 (“the Court”). The United States hereby irrevocably agrees to the exclusive jurisdiction and venue in the United States District Court for the Eastern District of Louisiana in MDL 2179, except with respect to claims exceeding \$10,000 brought by BP p.l.c., BP Corporation North America Inc. or BPXP against the United States that are subject to the exclusive jurisdiction in the United States Court of Federal Claims under the Tucker Act (28 U.S.C. § 1491) or to the exclusive jurisdiction of any other federal court created by Congress for those purposes. The United States District Court for the Eastern District of Louisiana (and appellate courts thereof) are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guaranty except those subject to the exclusive jurisdiction in the United States Court of Federal Claims under the Tucker Act or other court created by Congress for those purposes, as above. Further, upon termination of MDL 2179, any legal action or proceedings arising out of or in connection with this Guaranty shall be brought in the Court, and the Primary Guarantor and the Beneficiaries irrevocably submit to the exclusive jurisdiction and venue of the Court with respect to this Guaranty, except for those claims subject to the exclusive jurisdiction in the United States Court of Federal Claims under the Tucker Act, as above.

16. GOVERNING LAW. This Guaranty shall be governed by, and construed in accordance with, the laws of Texas, without regard or reference to the conflict of laws principles of any jurisdiction.

IN WITNESS WHEREOF, the Primary Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer on this 28 day of September, 2015 but shall be effective as the Effective Date (as defined in the Consent Decree).

BP CORPORATION NORTH AMERICA INC.

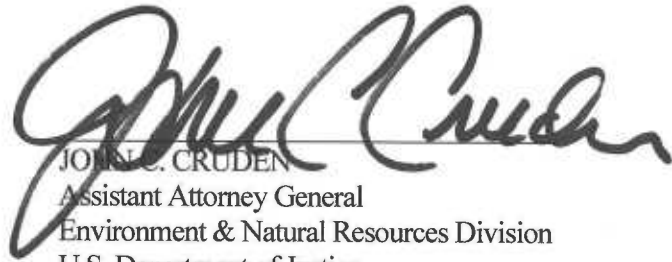
By: Eric L. Nitcher

Eric L. Nitcher
Assistant General Counsel, BPCNA
501 Westlake Blvd
Houston, TX 77079

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

FOR THE UNITED STATES:

Date: Oct 1, 2015



JOHN L. CRUDEN
Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:

9/14/2015



ROBERT BENTLEY
Governor
State of Alabama

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date: 9-14-15

Luther Strange

LUTHER STRANGE
Attorney General
State of Alabama

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:

9/15/2015



RICK SCOTT
Governor
State of Florida

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:


9/15/15

A handwritten signature in black ink, appearing to read "Pam Bondi", written over a horizontal line.

PAM BONDI
Attorney General
State of Florida

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date: September 15, 2015

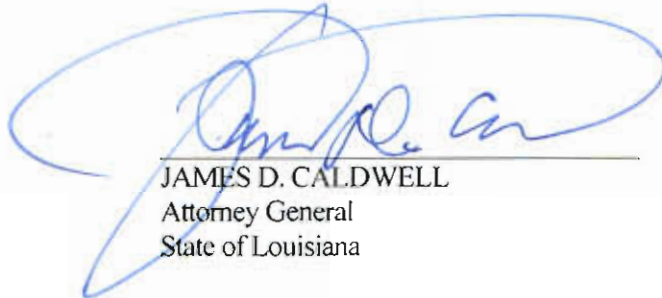


BOBBY JINDAL
Governor
State of Louisiana

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:

9/16/15



JAMES D. CALDWELL
Attorney General
State of Louisiana

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:

Sept. 17, 2015

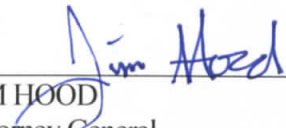
A handwritten signature in black ink, appearing to read "Phil Bryant", written over a horizontal line.

PHIL BRYANT
Governor
State of Mississippi

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:

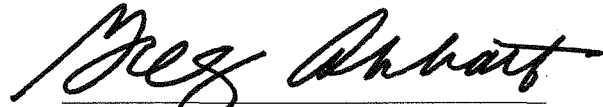
9/15/2015



JIM HOOD
Attorney General
State of Mississippi

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:


Date: 9/14/15

A handwritten signature in black ink, appearing to read "Greg Abbott", written over a horizontal line.

GREG ABBOTT
Governor
State of Texas

The undersigned acknowledges and agrees to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

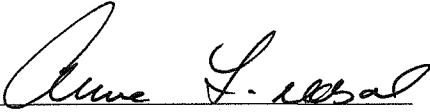
Date: 9/15/15



KEN PAXTON
Attorney General
State of Texas

The undersigned acknowledge and agree to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

TEXAS GENERAL LAND OFFICE
Natural Resource Trustee

By: 
Anne Idsal, Chief Clerk
Texas General Land Office

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Natural Resource Trustee

By: _____
Richard Hyde, Executive Director
Texas Commission on Environmental Quality

TEXAS PARKS AND WILDLIFE DEPARTMENT
Natural Resource Trustee

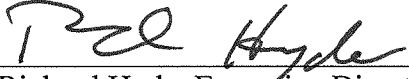
By: _____
Carter Smith, Executive Director
Texas Parks and Wildlife Department

The undersigned acknowledge and agree to the foregoing Primary Guaranty by BP Corporation North America Inc. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

TEXAS GENERAL LAND OFFICE
Natural Resource Trustee

By: _____
Anne Idsal, Chief Clerk
Texas General Land Office

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Natural Resource Trustee

By:  _____
Richard Hyde, Executive Director
Texas Commission on Environmental Quality

TEXAS PARKS AND WILDLIFE DEPARTMENT
Natural Resource Trustee

By: _____
Carter Smith, Executive Director
Texas Parks and Wildlife Department

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Natural Resource Trustee

By: _____
Richard Hyde, Executive Director
Texas Commission on Environmental Quality

TEXAS PARKS AND WILDLIFE DEPARTMENT
Natural Resource Trustee

By:  _____
Carter Smith, Executive Director
Texas Parks and Wildlife Department

Appendix 9: BP p.l.c. Guaranty

Secondary Guaranty by

BP p.l.c.

IN FAVOR OF

**THE UNITED STATES AND THE STATES OF ALABAMA, FLORIDA, LOUISIANA,
MISSISSIPPI, AND TEXAS**

**RELATING TO THE CONSENT DECREE BETWEEN THE UNITED STATES, THE GULF
STATES, BPXP, BPCNA, AND BP p.l.c. IN MDL 2179 (E.D. La.)
WITH RESPECT TO THE *DEEPWATER HORIZON* INCIDENT**

1. Definitions and Interpretation
2. Guaranty
3. Limitation on Exercise of Secondary Guarantor's Rights
4. A Valid Demand; When Required Under the Guaranty
5. No Implied Waivers
6. Representations and Warranties
7. Amendment to the Consent Decree
8. Assignment and Transfer
9. Communications
10. Amendments
11. Third Party Rights
12. Governing Law and Jurisdiction

SECONDARY GUARANTY

This Secondary Guaranty is made the 1st day of October, 2015 and effective as of the Effective Date (as defined in the Consent Decree) by BP p.l.c., a company incorporated in England whose registered office is at 1 St. James's Square, London, SW1Y 4PD, United Kingdom ("Secondary Guarantor"), in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi and Texas (collectively the "Beneficiaries").

WHEREAS, the Beneficiaries, on the one hand, and BP Exploration & Production Inc. ("BPXP"), a wholly-owned indirect subsidiary of the Secondary Guarantor, BP Corporation North America Inc. ("BPCNA"), and the Secondary Guarantor, on the other hand, have entered into a Consent Decree with respect to claims arising from the Deepwater Horizon Incident, to which this Guaranty is attached (the "Consent Decree");

AND WHEREAS, BPCNA (the "Primary Guarantor"), another wholly-owned indirect subsidiary of the Secondary Guarantor, and indirect parent company of BPXP, has agreed to guaranty for the benefit of the Beneficiaries the Guaranteed Obligations (such guaranty, the "Primary Guaranty");

AND WHEREAS, also for benefit of the Beneficiaries, the Secondary Guarantor has agreed to provide this Guaranty pursuant to Section IX (Financial Assurance) of the Consent Decree;

AND WHEREAS, in consideration of good and valuable consideration to the Secondary Guarantor, including the Consent Decree, the adequacy, receipt and sufficiency of which are hereby acknowledged by the Secondary Guarantor.

NOW THIS GUARANTY PROVIDES as follows:

1. **DEFINITIONS AND INTERPRETATION.**

1.1 Definitions. In this Guaranty, except to the extent that the context requires otherwise, terms defined and references construed in the Consent Decree shall have the same meanings and construction when used in this Guaranty and, in addition, any reference to:

- (a) **"BPCNA Default"** means a BPXP Default has occurred and either
 - (i) BPCNA has failed to make a payment required under the Primary Guaranty within 60 days after a BPXP Default; or
 - (ii) BPCNA has filed for bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency; or
 - (iii) any third party has petitioned a court to place BPCNA in bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s)

pertaining to insolvency, an order for relief is entered, and any such filing or petition has not been dismissed within 60 days of such order for relief.

- (b) “**BPXP Default**” means either (i) BPXP has failed to make a payment required under the Consent Decree within 60 days after such payment has become due under the Consent Decree; or (ii) BPXP has filed for bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency; or (iii) any third party has petitioned a court to place BPXP in bankruptcy under the United States Bankruptcy Code or other applicable statute(s) or code(s) pertaining to insolvency, an order for relief is entered, and any such filing or petition has not been dismissed within 60 days of such order for relief.
- (c) “**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London and New York.
- (d) “**Day**” means a calendar day unless expressly stated to be a Business Day.
- (e) “**Guarantied Obligations**” means any sum of money of any kind owed by BPXP to one or more of the Beneficiaries under the Consent Decree.
- (f) “**Valid Demand**” means a demand issued by the Beneficiaries in accordance with Section 4.

1.2 Interpretation of Certain References.

- (a) This “**Guaranty**” means this Secondary Guaranty Agreement as amended, supplemented, novated, restated or replaced by any document from time to time and any document which amends, supplements, novates, restates or replaces this Guaranty.
- (b) A “**law**” includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever.
- (c) Any “**obligation**” of any Person under this Guaranty or any other document referenced herein is a reference to an obligation expressed to be assumed by that Person or imposed on that Person under this Guaranty or that other document, as the case may be.
- (d) A “**Person**” includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, state or agency of a state.

- (e) A BPXP Default and/or a BPCNA Default is “**continuing**” if it has not been remedied.

2. **GUARANTY.**

2.1 Guaranty. As consideration for the Beneficiaries’ entry into the Consent Decree and subject to the terms of this Guaranty, including, without limitation, the occurrence and continuance of a BPXP Default and a BPCNA Default and the provisions of Section 4 hereof, the Secondary Guarantor hereby irrevocably, unconditionally, and absolutely guaranties for the benefit of the Beneficiaries, that if (i) there exists and is continuing a BPXP Default, and (ii) there exists and is continuing a BPCNA Default, the Secondary Guarantor shall, within 15 Business days of such BPCNA Default, pay to the Beneficiaries the unpaid Guaranteed Obligations then due and payable by BPXP to such Beneficiaries. Obligations under this Paragraph 2.1 shall have no effect unless both a BPXP Default and a BPCNA Default shall have occurred and are continuing, and in such instances this Guaranty remains irrevocable, unconditional, and absolute as described in this Guaranty. The Secondary Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only.

2.2 Secondary Guarantor as Principal Debtor. As between the Secondary Guarantor and the Beneficiaries, but without affecting BPXP’s obligations, the Secondary Guarantor shall be liable under this Guaranty as if it were the sole principal debtor and not merely a surety. Accordingly, except as otherwise provided in this Guaranty (including, without limitation, Paragraph 2.4), the liability of the Secondary Guarantor under this Guaranty shall not be released, affected or discharged by any act, matter, or omission which (but for this paragraph) would have released, affected, or discharged the liability of the Secondary Guarantor, including without limitation, any of the following:

- (a) any incapacity or disability or lack or limitation of status or power of BPXP or BPCNA or that BPXP or BPCNA may not be a legal entity;
- (b) the bankruptcy or insolvency of BPXP or BPCNA; or
- (c) any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of the Guaranteed Obligations or the rights of the Beneficiaries with respect thereto.

2.3 Secondary Guarantor's Obligations Additional. This Guaranty shall be in addition to and not in substitution for any other rights, remedy, security or guaranties which the Beneficiaries may now or hereafter hold from or on account of the Guaranteed Obligations and subject to a BPXP Default and a BPCNA Default having occurred and being continuing, may be enforced without first

having recourse to such other rights, remedy, security or guaranties.

2.4 Secondary Guarantor's Obligations Continuing. The Secondary Guarantor's obligations under this Guaranty are and remain in full force and effect by way of continuing security until the earlier of the following:

- (a) all Guaranteed Obligations payable by BPXP to the Beneficiaries under the Consent Decree have been paid in full;
- (b) the date the Consent Decree has been terminated in accordance with its terms, or is held invalid or unenforceable by a court.

This Guaranty shall terminate in full on the earlier date upon which either of the conditions (a) or (b) of this Paragraph 2.4 has been satisfied with respect to the Guaranteed Obligations due to the Beneficiaries. Unless terminated pursuant to Paragraphs 2.4 (a) or (b), the Secondary Guarantor's obligations remain in effect in each case, notwithstanding absorption, amalgamation or any other changes in the Secondary Guarantor's constitution.

2.5 No Avoidance of Payment. If all or part of any payment received or recovered by the Beneficiaries in respect of the Guaranteed Obligations is, on the subsequent bankruptcy, insolvency, corporate reorganization or other similar event of BPXP, avoided or set aside under any laws relating to bankruptcy, insolvency, corporate reorganization or other such similar events, and the amount of such payment is required to be refunded to BPXP or other Persons entitled through BPXP, such payment shall not be considered as discharging or diminishing the liability of the Secondary Guarantor and this Guaranty shall continue to apply as if such amount had at all times remained owing by BPXP.

3. LIMITATION ON EXERCISE OF SECONDARY GUARANTOR'S RIGHTS.

Notwithstanding any payment or payments made by the Secondary Guarantor hereunder, so long as any Guaranteed Obligation remains outstanding:

- (a) the Secondary Guarantor hereby irrevocably waives any right of subrogation to the rights of the Beneficiaries against BPXP and any right to be reimbursed or indemnified by BPXP or by any other guarantor of all or any part of the Guaranteed Obligations until such time as all the Guaranteed Obligations due the Beneficiaries shall have been irrevocably and indefeasibly paid to the Beneficiaries in full; and
- (b) if, notwithstanding the foregoing, any amount is received or recovered by the Secondary Guarantor as a result of exercising such rights, such amount shall be held by the Secondary Guarantor in trust for the Beneficiaries and shall, forthwith upon receipt by the Secondary Guarantor, be paid to the

Beneficiaries, to be applied against the Guaranteed Obligations due to the Beneficiaries in such order as the United States, in consultation with the States of Alabama, Florida, Louisiana, Mississippi, and Florida, may determine.

4. A VALID DEMAND; WHEN REQUIRED UNDER THE GUARANTY.

4.1 When Secondary Guarantor's Liability is Subject to Valid Demand. With respect to any payments required pursuant to the following provisions of the Consent Decree: Section XI (Stipulated Penalties), Paragraph 21(a) as it applies to accelerated interest, Paragraph 30, and Paragraph 31, the Secondary Guarantor is only liable to pay under this Guaranty in accordance with Paragraph 2.1 if it receives from the Beneficiaries a demand in writing complying with this Section 4 (“Valid Demand; When Required Under the Guaranty”). With respect to all other payment obligations set forth in the Consent Decree, no demand shall be required under this Guaranty.

4.2 Valid Demand.

- (a) The Beneficiaries may only issue a Valid Demand to the Secondary Guarantor under this Guaranty at least 5 Business Days after it has sent a written demand to BPXP and the Primary Guarantor for any payment described in Paragraph 4.1 requiring a Valid Demand stating the reasons for making such demand and identifying the Guaranteed Obligations due but unpaid to the Beneficiaries sending the Valid Demand in respect of which there has been a BPXP Default and a BPCNA Default.
- (b) Any Valid Demand made of the Secondary Guarantor under this Guaranty shall be accompanied with a copy of a written notification referred to in Section 4, dated and sent to BPXP and the Primary Guarantor no less than 5 Business Days before the date of the demand, and delivered or sent by post or facsimile to the Secondary Guarantor at its address as provided under Section 9.

5. NO IMPLIED WAIVERS. No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof, or the exercise of any other right.

6. REPRESENTATIONS AND WARRANTIES. The Secondary Guarantor hereby represents and warrants to the Beneficiaries that:

- (a) the Secondary Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to

sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

- (b) the Secondary Guarantor has full power and authority to execute, deliver and perform its obligations under this Guaranty and no limitation on the powers of the Secondary Guarantor will be exceeded as a result of the Secondary Guarantor entering into this Guaranty;
- (c) the execution, delivery, and performance by the Secondary Guarantor of this Guaranty and the performance of its obligations under this Guaranty have been duly authorized by all necessary corporate action and do not contravene or conflict with the Secondary Guarantor's memorandum and articles of association; and
- (d) this Guaranty constitutes the legal, valid and binding obligation of the Secondary Guarantor, enforceable against it by the Beneficiaries in accordance with its terms, subject to applicable law.

7. **AMENDMENT TO THE CONSENT DECREE.** The Secondary Guarantor's obligations under this Guaranty are subject to modification of the terms of the Consent Decree made in accordance with the provisions of the Consent Decree.

8. **ASSIGNMENT AND TRANSFER.**

- 8.1 **Burden and Benefit.** This Guaranty shall be binding upon the Secondary Guarantor, its successors and assigns and shall inure to the benefit of the Beneficiaries and their successors or assigns. Any reference in this Guaranty to the Secondary Guarantor or the Beneficiaries shall be construed to refer to relevant successors and assigns accordingly.
- 8.2 **Transfer by Secondary Guarantor.** The Secondary Guarantor's payment obligations under this Guaranty shall be binding on any legal successor or assign of the Secondary Guarantor, in accordance with the requirements of Paragraph 7 of the Consent Decree.
- 8.3 **Transfer by Beneficiaries.** No portion of this Guaranty shall provide any rights to, or be enforceable by, any person or entity other than the Beneficiaries and the Secondary Guarantor. and no Beneficiary may assign or otherwise convey any right to enforce any provision of this Guaranty. Without limiting the foregoing, any assignment of any Beneficiary's rights of payment under the Consent Decree shall be with recourse to such Beneficiary only and without recourse to the Secondary Guarantor.

9. **COMMUNICATIONS.**

9.1 Addresses.

- (a) Secondary Guarantor: Any demand or other communication made of the Secondary Guarantor under this Guaranty shall be delivered or sent by post registered or certified, return receipt requested, postage prepaid or facsimile to the Secondary Guarantor at its office located at 1 St James's Square, London, SW1Y 4PD, United Kingdom, Fax Number +44 (0)20 7948 7979, Attention: Group Treasurer, with a copy to the Group General Counsel at the same address, Fax Number: +44 (0)20 7496 4242, or to such other address and/or addressed to such other officers as may be provided in writing by the Secondary Guarantor to the Beneficiaries for such purpose and shall be deemed to have been made when received by the Secondary Guarantor.
- (b) Beneficiaries: Any communication made of the Beneficiaries under this Guaranty shall be delivered or sent by post and email to the Beneficiaries in accordance with the terms of Section XIX (Notices and Service of Process) of the Consent Decree.

10. AMENDMENTS. No amendment or other modification of the terms of this Guaranty, including, without limitation, those related to payment terms, shall be effective unless in writing and signed by Secondary Guarantor and all the Beneficiaries and stating that it is expressly intended to give effect to the applicable amendment or modification hereto. No waiver of any provision of this Guaranty nor consent to any departure by the Secondary Guarantor therefrom, including, without limitation, those related to payment terms, shall in any event be effective unless such waiver or consent shall refer to this Guaranty, be in writing, and be signed by all the Beneficiaries. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

11. THIRD PARTY RIGHTS. This Guaranty is for the exclusive benefit and convenience of the Secondary Guarantor and the Beneficiaries. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon any other third party, and no third party shall have any right to enforce or enjoy the benefit of any term of this Guaranty.

12. GOVERNING LAW AND JURISDICTION.

12.1 Governing Law. This Guaranty shall in all respects be governed by, and construed in accordance with, the laws of New York, without regard or reference to the conflict of laws principles of any jurisdiction (other than the provisions of Section 5-1401 of the General Obligations Law of the State of New York, which shall be applicable).

12.2 Jurisdiction. The Secondary Guarantor and the States of Alabama, Florida,

Louisiana, Mississippi, and Texas each hereby irrevocably agree to the exclusive jurisdiction and venue in the United States District Court for the Eastern District of Louisiana in MDL 2179 ("the Court") (and appellate courts therefrom). The United States hereby irrevocably agrees to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Louisiana in MDL 2179 except with respect to claims exceeding \$10,000 brought by BP p.l.c., BPCNA or BPXP against the United States that are subject to the exclusive jurisdiction in the United States Court of Federal Claims under the Tucker Act (28 U.S.C. § 1491) or other court created by Congress for those purposes. The United States District Court for the Eastern District of Louisiana (and appellate courts thereof) are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guaranty except those subject to the exclusive jurisdiction in the United States Court of Federal Claims under the Tucker Act or other court created by Congress for those purposes, as above. Further, upon termination of MDL 2179, any legal action or proceedings arising out of or in connection with this Guaranty shall be brought in the United States District Court for the Eastern District of Louisiana and the Primary Guarantor and the Beneficiaries irrevocably submit to the exclusive jurisdiction and venue of that court with respect to this Guaranty, except for those claims subject to the exclusive jurisdiction in the United States Court of Federal Claims under the Tucker Act or other court created by Congress for those purposes as above.

IN WITNESS WHEREOF, this Guaranty has been executed as of the date indicated in the beginning.

EXECUTED by: Eric L. Nitcher

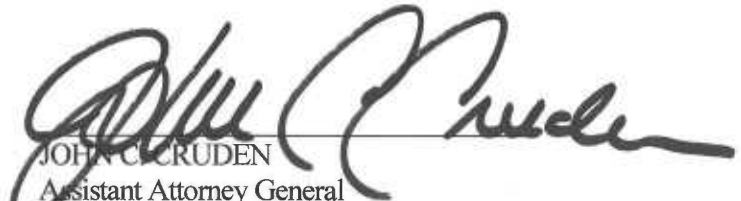
BP p.l.c.

Eric L. Nitcher
Assistant General Counsel, BPCNA
501 Westlake Blvd
Houston, TX 77079

The undersigned acknowledges and agrees to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

FOR THE UNITED STATES:

Date: Oct. 1, 2015



JOHN C. CRUDEN
Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice

The undersigned acknowledges and agrees to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:


Date: 9/14/2015



ROBERT BENTLEY
Governor
State of Alabama

The undersigned acknowledges and agrees to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date: 9-14-15

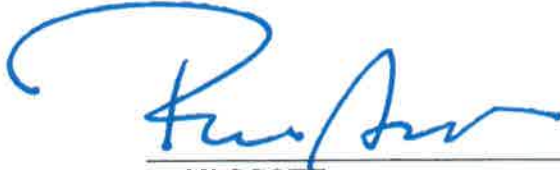


LUTHER STRANGE
Attorney General
State of Alabama

The undersigned acknowledges and agrees to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:

9/15/2015



RICK SCOTT

Governor

State of Florida

The undersigned acknowledges and agrees to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:

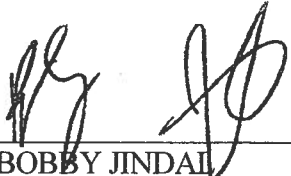
9/15/15

A handwritten signature in black ink, appearing to read "Pam Bondi", written over a horizontal line.

PAM BONDI
Attorney General
State of Florida

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Date: September 15, 2015

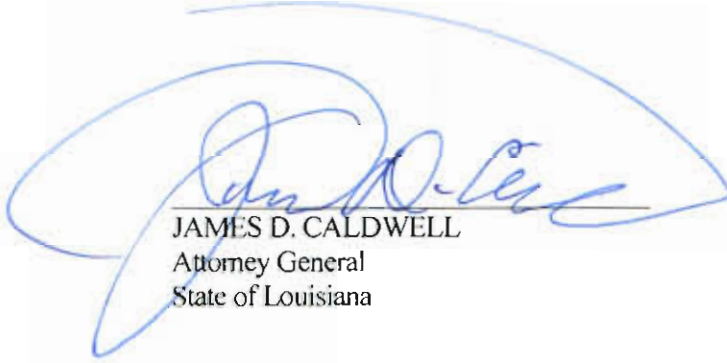


BOBBY JINDAL
Governor
State of Louisiana

The undersigned acknowledges and agrees to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date:

9/16/15

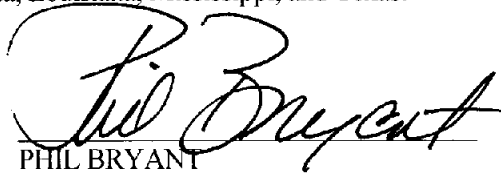


JAMES D. CALDWELL
Attorney General
State of Louisiana

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Date:

Sept. 17, 2015

A handwritten signature in black ink, appearing to read "Phil Bryant", written over a horizontal line.

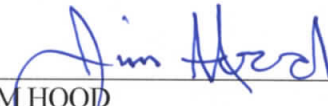
PHIL BRYANT

Governor

State of Mississippi

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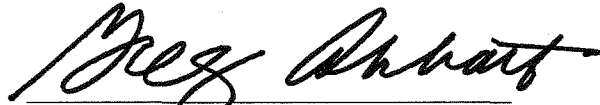
Date: 9/15/2015



JIM HOOD
Attorney General
State of Mississippi

The undersigned acknowledges and agrees to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

Date: 9/14/15

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GREG ABBOTT
Governor
State of Texas

The undersigned acknowledges and agrees to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:


Date: 9/15/15

A handwritten signature in black ink, appearing to read "Ken Paxton", written over a horizontal line.

KEN PAXTON
Attorney General
State of Texas

The undersigned acknowledge and agree to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

TEXAS GENERAL LAND OFFICE
Natural Resource Trustee

By: 
Anne Idsal, Chief Clerk
Texas General Land Office

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Natural Resource Trustee

By: _____
Richard Hyde, Executive Director
Texas Commission on Environmental Quality

TEXAS PARKS AND WILDLIFE DEPARTMENT
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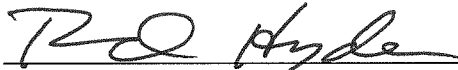
By: _____
Carter Smith, Executive Director
Texas Parks and Wildlife Department

The undersigned acknowledge and agree to the foregoing Secondary Guaranty by BP p.l.c. in favor of the United States and the States of Alabama, Florida, Louisiana, Mississippi, and Texas:

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TEXAS PARKS AND WILDLIFE DEPARTMENT
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By:  _____
Carter Smith, Executive Director
Texas Parks and Wildlife Department

Appendix 10: Schedule of Submissions to DOJ ENRD Under Paragraph 37**Administrative Agreement Documents**

	Administrative Agreement Section	Administrative Agreement Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Specific Document or Information to be Submitted to DOJ ENRD
1.	Section IV, ¶ 6	Report of New Foreign Covered Transactions (list of new contracts between non-US BP companies and the US government since the time of the amendment of the EPA Administrative Agreement)	Submit with the Administrative Agreement Annual Report	Provide list of new contracts, if any, between non-US BP Entities and the US government since December 24, 2014
2.	Section V, ¶ 1(E)	BP's Formal Notification of Non-Compliance with the Terms of Probation, Exhibit B or the Implementation Plan	Submit within 30 Days of such notice being sent to the EPA Authorized Representative	Formal notice letter to EPA Authorized Representative

	Administrative Agreement Section	Administrative Agreement Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Specific Document or Information to be Submitted to DOJ ENRD
3.	Section V, ¶ 2(A)	Notice of discovery of violation of the Securities and Exchange Commission Judgment Order	Submit within 30 Days of such notice being sent to the EPA Authorized Representative	Formal notice letter to EPA Authorized Representative
4.	Section VII, ¶ 1	Ethics Monitor Reports under the Administrative Agreement	<p>Within 60 Days of Effective Date if a final report is received prior to the Effective Date</p> <p>Within 60 Days after receipt of final Ethics Monitor Report for reports received after the Effective Date</p>	Final Ethics Monitor Reports
5.	Section VII, ¶ 3	BP Group US Businesses Ethics & Compliance Annual Audit Schedule	Submit with the Administrative Agreement Annual Report	Schedule of E&C Compliance Audits
6.	Section VII, ¶ 10(A) (4)	OpenTalk Summary Report - Nature, Status and Outcome of Significant Investigations	Submit with the Administrative Agreement Annual Report	Either provide a summary in the Administrative Agreement Annual Report or provide the OpenTalk Summary Report as a separate submission
7.	Section IX, ¶ 2	BSEE Notice of Unacceptable Performance (notice from BSEE to EPA)	Within 30 days of BP's receipt of such notice	BSEE formal notice of a referral of a determination of unacceptable performance by a BPXP/BPXA Entity to BOEM

	Administrative Agreement Section	Administrative Agreement Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Specific Document or Information to be Submitted to DOJ ENRD
8.	Section IX, ¶ 4	SEMS audit schedules, authorized plans, and final reports, with corrective action plans (SEMS is a safety and environmental management system required by BSEE in the GOM. EPA and PSM are receiving copies of the audits, reports and CAPs)	Submit with the Administrative Agreement Annual Report	Summary to be contained in the annual report of SEMS audit activities for prior year
9.	Section IX, ¶ 7	Leading and Lagging Safety Indicator Metrics	Submit with the Administrative Agreement Annual Report	The Annual Report shall contain these metrics
10.	Section X, ¶ 1	Administrative Agreement Annual Reports sent to EPA Authorized Representative prior to the Effective Date of the Consent Decree	Submit within 60 Days of the Effective Date of the Consent Decree	Administrative Agreement Annual Report
11.	Section X, ¶ 1	Administrative Agreement Annual Reports sent to EPA Authorized Representative after the Effective Date of the Consent Decree	Same as Administrative Agreement deadline for submittal to EPA's Authorized Representative (<i>e.g.</i> March 31 of each year unless extended by EPA)	Administrative Agreement Annual Report

	Administrative Agreement Section	Administrative Agreement Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Specific Document or Information to be Submitted to DOJ ENRD
12.	Section XI, ¶ 2(B)	Auditor annual certification of independence	Submitted with the Administrative Agreement Annual Report, provided that it is timely received from the Auditor. If not timely received, submitted within 30 Days of receipt from the Auditor	Certification of independence from the Auditor
13.	Section XI, ¶ 3(A)(4)	Auditor Annual Report	Within 60 Days of Effective Date if a final report is received prior to the Effective Date Within 60 Days after receipt of final report for reports received after the Effective Date	Letter setting forth any final findings of deficiency and corrective actions taken or to be taken
14.	Section XI, ¶ 3(A)(5)	Formal Auditor notice to EPA Authorized Representative of a potential legal violation	Within 30 Days of receipt by BP Entities	Formal Auditor notice to EPA Authorized Representative of a potential legal violation
15.	Section XI, ¶ 3(A)(6)	Formal BPA or Auditor notice to EPA Authorized Representative of a deficiency in compliance	Submitted with the Administrative Agreement Annual Report	Summary contained in Annual Report of final findings of deficiencies and corrective actions
16.	Section XII, ¶ 5	Quarterly notification of initiation of certain legal proceedings	Submitted with the Administrative Agreement Annual Report	Summary contained in Annual Report of initiation of legal proceedings for prior year

	Administrative Agreement Section	Administrative Agreement Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Specific Document or Information to be Submitted to DOJ ENRD
17.	Section XII, ¶ 7	Written disclosures and notifications to EPA Authorized Representative of credible evidence of certain violations related to federal procurement and nonprocurement transactions, notification of the outcome of investigations of such credible evidence of certain violations, and summary reports of the status of such investigations contained in the Annual Reports	Submitted with the Administrative Agreement Annual Report	Summary reports of the status of investigations conducted pursuant to this Paragraph 7
18.	Section XII, ¶ 9	<p>Notice to EPA Authorized Representative of sale, assignment, or transfer of 50% of a Respondent's assets to an unaffiliated third party</p> <p>Notice to EPA Authorized Representative of Respondent's sale or transfer of ownership of any BP Covered Entity in its entirety to an unaffiliated third party</p>	Submitted with the Administrative Agreement Annual Report	Actual notice sent to EPA Authorized Representative or a summary of the sale or transaction contained in the Annual Report

	Administrative Agreement Section	Administrative Agreement Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Specific Document or Information to be Submitted to DOJ ENRD
19.	Section XII, ¶ 10	<p>Notice of purchase of new entity which enters into procurement or covered nonprocurement transactions with the United States</p> <p>Notice of purchase or establishment of new business units in the United States or new BP Affiliates with foreign business if implementation of the Administrative Agreement in the new unit will require more than 180 Days</p>	Submitted with the Administrative Agreement Annual Report	Actual notice sent to EPA Authorized Representative or a summary of the acquisition or transaction, and integration timeline (if applicable) contained in the Annual Report
20.	Section XII, ¶ 13	Notification to EPA Authorized Representative of employee debarment	Submitted with the Administrative Agreement Annual Report	Summary contained in Annual Report
21.	Section XII ¶ 15	Notification from EPA of material breach of the Administrative Agreement	Within 30 Days of receipt from EPA of formal written notice	Formal notice letter from EPA of material breach of the Administrative Agreement
22.	Section XII ¶ 19	Notification from EPA of initiation of suspension, debarment, or statutory disqualification based on material breach of the Administrative Agreement	Within 30 Days of receipt from EPA of formal written notice	Formal notice letter from EPA of initiation of suspension, debarment, or statutory disqualification based on material breach of the Administrative Agreement

	Administrative Agreement Section	Administrative Agreement Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Specific Document or Information to be Submitted to DOJ ENRD
23.	Section XII, ¶ 30	Requests for Modification (Any request to modify or terminate the agreement early must be submitted to EPA and agreed by the parties)	Submitted with the Administrative Agreement Annual Report	Summary of request and outcome provided in Annual Report.

Exhibit B and Implementation Plan Documents

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
24.	Ex. B, ¶ 4(c)	Reports of Ethics Monitor	<p>Within 60 Days of Effective Date if a final report is received prior to the Effective Date</p> <p>Within 60 Days after receipt of final report for reports received after the Effective Date</p>	Ethics Monitor Report containing final monitor recommendations
25.	Ex. B, ¶ 4(c)	Reports of Process Safety Monitor	<p>Within 60 Days of Effective Date if a final report is received prior to the Effective Date</p> <p>Within 60 Days after receipt of final report for reports received after the Effective Date of the Consent Decree</p>	Process Safety Monitor Report containing final monitor recommendations

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
26.	Ex. B, ¶ 4(d)	Notification that recommendations of monitor(s) are inconsistent with law, regulation, or otherwise inadvisable	Within 30 Days of submission to the Department of Justice Criminal Division for notice of objections Within 30 Days of receipt for final alternate recommendations	Formal notice of objections to monitor(s) recommendations submitted to the Department of Justice Criminal Division Final alternate recommendations agreed to with Department of Justice Criminal Division
27.	Ex. B ¶ 23(b), Imp. Plan Section E	Annual Progress Reports submitted to the Department of Justice Criminal Division Prior the to Effective Date	Within 60 Days of the Effective Date	Annual Progress Report
28.	Ex. B ¶ 23(b), Imp. Plan Section E	Annual Progress Reports submitted to the Department of Justice Criminal Division After the Effective Date	Within 60 Days of submission to the Department of Justice Criminal Division	Annual Progress Report
29.	Ex. B, ¶ 32, Imp. Plan Section F	Request for modification of Implementation Plan	Within 30 Days of submission to the Department of Justice Criminal Division	Written request for modification of Implementation Plan

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
30.	Ex. B, ¶ 32, Imp. Plan Section G	BPXP Notice of failure to comply with the Implementation Plan and corrective action plan for any such failure	Within 30 Days of submission to Probation Officer	BPXP's written notice of failure to comply with the Implementation Plan and applicable corrective action plan
31.	Ex. B, ¶ 32, Imp. Plan Section G	The Department of Justice Criminal Division notice to BPXP of failure to comply with the Implementation Plan	Within 30 Days of receipt from the Department of Justice Criminal Division	The Department of Justice Criminal Division's formal written notice of a failure to comply with the Implementation Plan
32.	Ex. B, ¶ 5, Imp. Plan Section H, ¶ 5.3.1	Certification of list of contracted Drilling Rigs and contract length	Submit with the Plea Agreement Annual Report	Certification of list of contracted Drilling Rigs and contract length at time of Approval of Implementation Plan as required by Imp. Plan Section H, ¶ 5.3.1
33.	Ex. B, ¶ 5, 6, 7 Imp. Plan Section H, ¶ 5.3.3, 6.3.4, and 7.3.4	Summary of SEMS audit activities	Submit with the Plea Agreement Annual Report	Summary of SEMS audit activities required by Imp. Plan Section H, ¶¶ 5.3.3, 6.3.4, and 7.3.4
34.	Ex. B, ¶ 6, Imp. Plan Section H, ¶¶ 6.3.1 through 6.3.3	Certifications related to Deepwater Drilling Rig contractors	Submit with the Plea Agreement Annual Report	Certifications related to Deepwater Drilling Rig contractors as required by Imp. Plan Section H, ¶¶ 6.3.1 through 6.3.3

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
35.	Ex. B, ¶ 7, Imp. Plan Section H, 7.3.1	Certification of Platform or Platform Rigs	Submit with prior years' Plea Agreement Annual Reports	Certifications of Platforms or Platform Rigs as required by Imp. Plan Section H, Par 7.3.1
36.	Ex. B, ¶ 9, Imp. Plan Section H, 9.3.1	Third party verification of Blowout Preventers – lists and certifications	Submit with the Plea Agreement Annual Report	<p>List of moored or dynamically positioned Drilling Rigs required by Imp. Plan Section H, ¶ 9.3.1(a)</p> <p>List of third parties that verified testing and maintenance required by Imp. Plan Section H, ¶ 9.3.1(b)</p> <p>Certification of maintenance required by Imp. Plan Section H. ¶ 9.3.1(c)</p>

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
37.	Ex. B, ¶ 11, Imp. Plan Section H, 11.3.1	List of cementing SMEs and third parties used to satisfy review and approval requirements, with annual updates and certifications of completion of candidate screening process	Submit with the Plea Agreement Annual Report	Submit the summary of cementing activities required by Imp. Plan Section H, 11.3.5 as part of the Plea Agreement Annual Report
38.	Ex. B, ¶ 11, Imp. Plan Section H, 11.3.2	Addendum to each Application for Permit to Drill (name of SME that reviewed cement design and statement that cement lab test was witnessed by engineer or third party)	Submit with the Plea Agreement Annual Report	Submit the summary of cementing activities required by Imp. Plan Section H, 11.3.5 as part of the Plea Agreement Annual Report
39.	Ex. B, ¶ 11, Imp. Plan Section H, 11.3.3	Well Activity Reports – Lab Results (results must include name of engineer or third party that witnessed results)	Submit with the Plea Agreement Annual Report	Submit the summary of cementing activities required by Imp. Plan Section H, 11.3.5 as part of the Plea Agreement Annual Report
40.	Ex. B, ¶ 11, Imp. Plan Section H, 11.3.4	Cement SME competency requirements, candidate screening process, and modifications thereof	Submit with the Plea Agreement Annual Report	Submit the summary of cementing activities required by Imp. Plan Section H, 11.3.5 as part of the Plea Agreement Annual Report
41.	Ex. B, ¶ 12, Imp. Plan Section H, 12.3.1	Description of Houston Monitoring Center	Submit with the Plea Agreement Annual Report	Submit the summary of Houston Monitoring Center activities required by Imp. Plan Section H, 12.3.3 as part of the Plea Agreement Annual Report

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
42.	Ex. B, ¶ 12, Imp. Plan Section H, 12.3.2	Log of Monitoring Center outages	Submit with the Plea Agreement Annual Report	Submit the summary of Houston Monitoring Center activities required by Imp. Plan Section H, 12.3.3 as part of the Plea Agreement Annual Report
43.	Ex. B, ¶ 13 Imp. Plan Section H, ¶ 13.3	Incident Summary Report documenting all incidents operators are required to report under 30 C.F.R. § 250.188	Submit with the Plea Agreement Annual Report	Incident Summary Report shall be submitted as a separate appendix to the Plea Agreement Annual Report and designated as confidential business information
44.	Ex. B, ¶ 14, Imp. Plan Section H, ¶ 14.3.3	Certifications, training descriptions, and certain other documentation related to Oil Spill Response Plan personnel and training	Submit with the Plea Agreement Annual Report	<p>Certifications of BPXP personnel in certain positions and their training pursuant to Imp. Plan Section H, ¶ 14.3.3(a) and (b)</p> <p>Description of Oil Spill Response Plan training and exercises pursuant to Imp. Plan Section H., ¶ 14.3.3 (c)</p> <p>PREP Triennial Cycle Documentation Form pursuant to Imp. Plan Section H. ¶ 14.3.3 (d)</p>

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
45.	Ex. B, ¶ 15, Imp. Plan Section H, 15.3.4	Crisis Management Center description (location, resources, number, titles and qualifications of staff, staffing schedule, availability, and oil spill response training/drills for staff)	Submit with the Plea Agreement Annual Report	Summary required by Imp. Plan Section H, ¶ 15.3.4 to be provided in Annual Report
46.	Ex. B, ¶ 16, Imp. Plan Section H, ¶¶ 16.3.3 and 16.3.4	Description of training by any new supplier of source control equipment (type of training provided by new supplier) Annual certification of personnel and training	Submit with the Plea Agreement Annual Report	Certification of training and personnel required by Imp. Plan Section H, ¶ 16.3.4.a Description of training activities required by Imp. Plan Section H, ¶ 16.3.4.b

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
47.	Ex. B, ¶ 17, Imp. Plan Section H, ¶ 17.3.2	<p>Certification of personnel who participated in industry oil spill response exercises</p> <p>Description of oil spill response exercises and lessons learned</p> <p>Triennial Cycle Documentation Form</p>	Submit with the Plea Agreement Annual Report	<p>Certification required by Imp. Plan Section H, ¶ 17.3.2.a</p> <p>Description of oil spill response exercises required by Imp. Plan Section H, ¶ 17.3.2.b</p> <p>Triennial Cycle Documentation Form required by Imp. Plan Section H, ¶ 17.3.2.c</p>

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
48.	Ex. B, ¶¶ 18,19 Imp. Plan Section H, ¶¶ 18.3.1, 18.3.3, 19.2.1, 19.3.3	<p>Schedules of OSRP Table Top exercises and other response exercises</p> <p>Certifications of personnel participation in table top exercises</p> <p>Table top exercise descriptions,</p> <p>PREP Triennial Cycle Documentation Form</p> <p>Certification of notice to the United States,</p> <p>List of exercises that the United States participated in</p>	Submit with the Plea Agreement Annual Report	<p>Summary and documentation required by Imp. Plan. Section H, ¶¶ 18.3.3(a), (b), and (c)</p> <p>Summary and documentation required by Imp. Plan, Section H, ¶¶ 19.3.1(a) and (b)</p>
49.	Ex. B, ¶ 20, Imp. Plan Section H, 20.3.3	Certification that all approved OSRPs or OSRPs submitted to BSEE for approval meet the requirements of Paragraph 20 of Exhibit B and a description of where the requirements are met	Submit with the Plea Agreement Annual Report	<p>Certification as set forth in Imp. Plan Section H, ¶ 20.3.3.(a)</p> <p>Description of where Paragraph 20 requirements are addressed in currently approved OSRP as set forth in Imp. Plan Section H, ¶ 20.3.3.(b)</p>

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
50.	Ex. B, ¶ 21, 22 Imp. Plan Section H, 21.3, 22.3	Safety Technology Pilot Project Plans, Reports and Determinations (Plan and Final Report on three pilot projects)	Submit with the Plea Agreement Annual Report	Summary of pilot project and technology enhancements required by Imp. Plan Section H, ¶ 21.3.5(a) and (b) and by Imp. Plan, Section H, ¶ 22.3.3(a) and (b)
51.	Ex.B, ¶ 24, Imp. Plan Section H, ¶ 24.3	Certifications related to blind shear rams	Submit with the Plea Agreement Annual Report	Certifications required by Imp. Plan Section H, ¶ 24.3.1(a) through (d)
52.	Ex. B, ¶ 25, Imp. Plan Section H, 25.3	Description of S&OR organization (general description and summary of work, list of stop work examples, and description of new safety requirements published during prior year)	Submit with the Plea Agreement Annual Report	Description of BPXP safety organization for deepwater drilling required by Imp. Plan Section H, ¶ 25.3.2(a) Summary of safety organization's work during the prior calendar year required by Imp. Plan Section H, ¶ 25.3.2(b)
53.	Ex. B ¶ 26-31, Imp. Plan Section H, 26.3.2	Auditor's Annual Report (report by third party Auditor of BP's compliance with Plea Agreement and Imp. Plan)	Submit within 30 Days after final findings of deficiency have been received by BPXP	Letter setting forth Auditor's final findings of deficiency
54.	Ex. B ¶ 26-31, Imp. Plan Section H, 26.3.4	Written notices of deficiency from third party Auditor outside of Auditor's Annual Report.	Submit within 30 Days after final findings of deficiency have been received by BPXP	Formal written notice of final findings of deficiency

	Exhibit B and Implementation Plan Citation	Exhibit B and Implementation Plan Report, Notice, or Other Deliverable	Deadline for Submittal to DOJ ENRD	Nature of Submission to DOJ ENRD
55.	Ex. B ¶ 26-31, Imp. Plan Section H, 26.3.4	BPXP corrective action plan to address deficiencies identified by Auditor	Submit with the Plea Agreement Annual Report	Summary of final findings of deficiencies and how BPXP addressed those deficiencies as required by Imp. Plan, Section H, ¶ 26.3.5(a)

Appendix 11: Documents to be Publicly Posted by BPXP Pursuant to Paragraph 38

Administrative Agreement Documents/Information

Administrative Agreement Section	Requirement of Administrative Agreement	Document or Information to Be Posted to Website
Section V, ¶ 1(E)	BPXP's Notification of Non-Compliance with Terms of Probation, Exhibit B or Implementation Plan	Summary in Annual Report pursuant to Section X, ¶ 1. [¶ 38(a)(ii) of Consent Decree]
Section V, ¶ 2	Formal notice of violation of SEC Judgment Order	Post formal notice of violation within 30 days of receipt. [¶ 38(a)(iii) of Consent Decree]
Section IX, ¶ 2	BSEE Notice of Unacceptable Performance	Post formal notice of violation within 30 days of receipt. [¶ 38(a)(iii) of Consent Decree]
Section IX, ¶ 7	Leading and Lagging Safety Indicator Metrics	Included in Annual Report pursuant to Section X, ¶ 1. [¶ 38(a)(ii) of Consent Decree]
Section X, ¶ 1	Annual Report containing summaries of BP activities under core sections of agreement (Sections V through XII)	For final Annual Reports submitted to EPA Authorized Representative prior to the Effective Date of the Consent Decree, post within 60 days after the Effective Date. For final Annual Reports submitted to the EPA Authorized Representative after the Effective Date, post within 60 days after submission of Annual Report. [¶ 38(a)(ii) of Consent Decree]

Administrative Agreement Section	Requirement of Administrative Agreement	Document or Information to Be Posted to Website
		<p>Annual Reports for posting to include summaries of:</p> <ul style="list-style-type: none"> • Notification of conflict between Administrative Agreement and Terms of Probation (if any) pursuant to Section V, ¶ 1(G); • BP Ethics & Compliance Internal Audit Activities pursuant to Section VII, ¶ 2; • BP Group US Businesses Ethics & Compliance Annual Audit Schedule pursuant to Section VII, ¶ 3; • Summary of OpenTalk Program pursuant to Section VII, ¶ 10, A(1) through (3); • SEMS audit activities conducted during the prior year pursuant to Section IX, ¶ 4; • EPA Independent Auditor certification of independence pursuant to Section XI, ¶ 2(B); • EPA Independent Auditor findings of deficiencies and corrective measures, pursuant to Section XI, ¶¶ 3(A)(4) & (5); • EPA Independent Auditor

Administrative Agreement Section	Requirement of Administrative Agreement	Document or Information to Be Posted to Website
		<p>letter of deficiency not included in auditor's annual report on deficiencies in compliance pursuant to Section XI, ¶ 3(A)(6);</p> <ul style="list-style-type: none"> • BPXP's implementation of any corrective actions, remedial measures and/or recommendations for improvement required by Section VII, ¶ 1; Section IX, ¶ 6(C); and Section XI, ¶ 3 (as applicable); • Reporting activities to EPA on the status of legal proceedings under Section XII, ¶ 5; • Reports of Misconduct and outcome of investigations of misconduct pursuant to Section XII, ¶ 7; • Notification of Reclassified Costs pursuant to Section XII, ¶ 17; and • Purchase or sale of BP Group Entities pursuant to Section XII, ¶¶ 9 & 10.

Administrative Agreement Section	Requirement of Administrative Agreement	Document or Information to Be Posted to Website
Section XI, ¶ 3(A)(4)	Independent Auditor Annual Report	Letter setting forth any final findings of deficiencies within 30 days of receipt. [¶ 38(a)(v) of Consent Decree]
Section XII, ¶ 15	Notification of Misconduct during Agreement	Post formal notice of misconduct within 30 days of receipt. [¶ 38(a)(iii) of Consent Decree]
Section XII, ¶ 19	Notification of Breach of Agreement	Post formal notice of breach within 30 days of receipt. [¶ 38(a)(iii) of Consent Decree]

Exhibit B and Implementation Plan Documents/Information

Exhibit B and Implementation Plan Section	Requirement of Exhibit B and/or Implementation Plan	Document to be posted to website
Ex. B, ¶ 23(b), Implementation Plan Section E	Annual Progress Reports Submitted to DOJ Criminal	For final reports submitted to DOJ Criminal prior to the Effective Date, maintain posted version after Effective Date of Consent Decree. For final reports submitted to DOJ Criminal after the Effective Date, post within 60 days of submittal of final report. [¶ 38(a)(iv) of Consent Decree]
Ex. B, ¶ 32, Imp. Plan, Section G	DOJ Criminal notice to BPXP of failure to comply with the Implementation Plan	Post formal written notice from DOJ Criminal within 30 days of receipt by BPXP.
Ex. B, ¶ 26, Imp. Plan Section H, ¶ 26.3.2	Auditor's Annual Report	Letter setting forth any final findings of deficiencies. [¶ 38(a)(v) of Consent Decree]
Ex. B., ¶ 26, Imp. Plan Section H, ¶ 26.3.4	Formal written notices of deficiency from Auditor Report	Summarize in BPXP Annual Progress Report. [¶ 38(a)(v) of Consent Decree]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

IN RE: OIL SPILL BY THE OIL RIG	:	MDL No. 2179
“DEEPWATER HORIZON” IN THE GULF	:	
OF MEXICO, ON APRIL 20, 2010	:	SECTION J
	:	
THIS DOCUMENT RELATES TO:	:	JUDGE BARBIER
	:	
10-4536	:	MAGISTRATE JUDGE SHUSHAN

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PROPOSED ORDER

The United States, the five Gulf States, and the BP Entities have lodged a proposed settlement resolving the Clean Water Act and OPA claims asserted by the United States and the States. This proposed settlement is subject to review and comment by the public for a sixty day period, after which (absent comments which persuade any of the sovereigns to withdraw their consent), the parties will seek to enter the Consent Decree as a final settlement. A hearing on any such motion to enter will be held on March 23, 2015 at a time to be specified later.

SO ORDERED,

KARL J. BARBIER
U.S. District Court Judge