

EMERGENCY RESTORATION IMPLEMENTATION AGREEMENT For the MC-252 Oil Spill

I. Parties -- This Emergency Restoration Implementation Agreement ("Agreement") is between the United States Department of the Interior (on behalf of the Fish and Wildlife Service, the National Park Service, the Bureau of Indian Affairs, and the Bureau of Land Management); the National Oceanic and Atmospheric Administration (on behalf of the United States Department of Commerce); 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, and the Louisiana Department of Natural Resources, for Louisiana; the Mississippi Department of Environmental Quality, for Mississippi; the Alabama Department of Conservation and Natural Resources and Geological Survey of Alabama, for Alabama; the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission, for Florida; and the Texas Parks and Wildlife Department, the Texas General Land Office, and the Texas Commission on Environmental Quality, for Texas (collectively, the "Trustees") and BP Exploration & Production Inc. ("BP") (collectively, the "Parties" and individually a "Party").

II. Purpose -- This Agreement is intended to provide a framework for the identification, planning, implementation, and funding of emergency restoration activities related to the Deepwater Horizon oil spill that began on or about April 20, 2010 ("Oil Spill"). All emergency restoration activities contemplated by this Agreement shall be conducted pursuant to Section 990.26 of the Natural Resource Damages Assessment (NRDA) Regulations, 15 C.F.R. 990 *et seq.*, promulgated pursuant to the Oil Pollution Act, 33 U.S.C. §§ 2701 *et seq.* This Agreement shall apply to all emergency restoration projects that the Parties agree are cooperative projects. The projects specifically named in this Agreement are current examples only and the discussion of such projects in no way limits this Agreement to such examples.

III. Cooperative Emergency Restoration -- The Parties will attempt to reach consensus on the necessity, selection, and design of emergency restoration activities using the following principles:

A. Process -- Any Party may propose an emergency restoration activity or project ("Project"). The proposing Party will provide an estimate of the preliminary costs to carry out the Project and a description of the injury that it is addressing or preventing. If the Parties anticipate that they will be able to reach agreement on the design and implementation of the Project and the associated cost, they will work together to develop a specific Cooperative Emergency Restoration Plan ("Plan").

B. Plans -- Each Plan shall include specific information about location, scope of work, project objectives, monitoring protocols, schedule, budget estimates, and funding mechanism as well as, to the extent applicable, information about which Party(ies) will be

responsible for contracting for the implementation of the Project(s) contained in the Plan. Once a Plan is agreed-upon by BP and the relevant Trustee(s), the Plan shall be signed by those Parties.

C. Funding -- BP shall fund the costs of all agreed upon Plans, including but not limited to, Trustee costs to plan, design, oversee, administer and/or monitor implementation of a Project. BP may be required to advance-fund a Trustee's estimated costs associated with a Plan within the time necessary to implement the Plan. In instances in which advance-funding is not required, BP will provide reimbursement of a Trustee's costs associated with implementation of the agreed upon scope of work. BP shall make the reimbursement payment within thirty (30) days of receipt of an invoice from each Trustee incurring costs in connection with a Plan. Explicit funding arrangements will be agreed to between BP and each Trustee in each Plan.

D. BP Implementation of a Plan—BP may request to implement work pursuant to a Plan. If the Trustees approve such a request, they shall maintain oversight of the implementation. If BP is to implement said work, its obligations shall be set forth in a separate, agreement.

E. Specific Current Plans -- The Parties anticipate that, upon completion of discussion of the specific design, implementation, and monitoring requirements, the following Projects will become Plans: the Plant Material Collection, Storage, Propagation, and Planting -- Gulf Coast project; and the Gulf-wide Emergency Restoration of Propeller Scarring and Response Vessel Impacts to SAV Beds project.

F. Mississippi Alluvial Valley WMA's Migrating and Wintering Waterfowl and Shorebird Project -- The Parties acknowledge that BP has already paid the Mississippi Department of Environmental Quality \$168,900 to implement this Plan as a Project. As stated above, this Project and those in subparagraph E are examples only and all Plans and/or agreed-upon Projects will be governed by this Agreement.

IV. Access to Information -- All Parties shall be provided access to all field activities (including monitoring) associated with a Plan, in compliance with applicable health and safety regulations. In addition, all data from the implementation and monitoring of any cooperative emergency restoration activity shall be timely shared with the Parties as set forth in the applicable Plan and consistent with current agreed-upon data sharing commitments. Each Party reserves its right to independently interpret any data collected pursuant to a Plan.

V. Restoration Credit -- OPA regulations define emergency restoration projects as actions "needed to avoid irreversible loss of natural resources, or to prevent or reduce any continuing danger to natural resources or similar need for emergency action." If BP believes that an emergency restoration Plan also provides resources and/or services beyond the condition of the natural resources and services that would have existed had the incident not occurred (i.e. achieves restoration beyond primary restoration), as those terms are used in the NRDA Regulations, then BP may seek a credit or offset for the resources or services above baseline provided by the Plan. If BP seeks such a credit or offset, the Trustees agree to evaluate in good faith whether such credit is warranted, provided, however, that nothing herein shall be

interpreted as Trustee agreement that credit will be warranted. If the Trustees determine, after such good faith evaluation, that a credit or offset is not warranted (in whole or in part), BP shall bear the burden of proving in any subsequent proceeding, that such a credit or offset is warranted (in whole or in part). The Parties agree that the fact that BP is funding a Plan pursuant to this Agreement shall not disqualify BP from receiving restoration credit for any such Plan in any future discussions or proceedings

VI. Reservations of Rights -- Nothing in this Agreement shall be construed as an admission or concession of any issue of fact or law. The Trustees reserve their right to conduct any Project not agreed-upon by BP and nothing in this Agreement shall in any way limit a Trustee's ability to seek funding for said Project, whether through agreement with BP, judicial action or by any other appropriate means. BP reserves the right to object to all such requests. The Trustees reserve all claims they may have against BP, and BP reserves all defenses it may have to any such claims. BP reserves its right to seek contribution from, or assert claims against, any third party.

VII. Public Participation -- In compliance with applicable law, the Trustees will provide public notice for any Project conducted pursuant to this Agreement.

VIII. No Third Party Beneficiaries -- Nothing in this Agreement shall be construed to benefit any third party not a signatory to the Agreement.

IX. Modifications of Plan -- The Parties may agree to modify any Plan, provided any such agreed upon modification is memorialized in writing and signed by all Parties to the Plan. If the Parties agree to any modification of a Plan that impacts the budget estimate for that Plan, the agreed-upon modification shall include an amended budget estimate.

X. Multiple Signature Pages -- For the convenience of the Parties, this Agreement may be signed in one or more counterparts. The combination of all of the signed counterparts together shall have the status of an executed original.

XI. Termination -- Any Party may terminate its participation in this Agreement by providing written notice to all other Parties. The Agreement shall remain in effect among the non-terminating Parties. Moreover, the terms and conditions set forth herein shall remain in force for any ongoing Plan agreed-upon prior to termination. Further, the provisions of Paragraph III, Paragraph IV, Paragraph V, and the provision regarding defenses in Paragraph VI shall survive such termination. If not terminated earlier, this Agreement shall expire upon resolution of the Trustees' NRDA claim related to the Oil Spill.

XII. Trustee Authority -- Nothing in this Agreement shall be construed to in any way abrogate or cede any Trustee's responsibility or authority inherent in its trusteeship over Natural Resources.

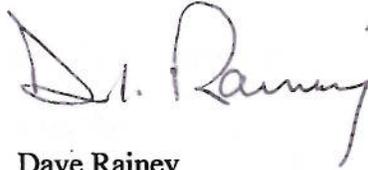
XIII. Effective Date -- This Agreement shall be effective between BP and each Trustee upon the date of each such Trustee's signature.

SIGNATURES:

Dated: May 9, 2011

*Approved for
form & legal
content. J.M.*

**BP EXPLORATION &
PRODUCTION INC.**

By:  5.9.11

**Dave Rainey
Vice President
Gulf of Mexico Exploration.**

Dated: April 13 2011

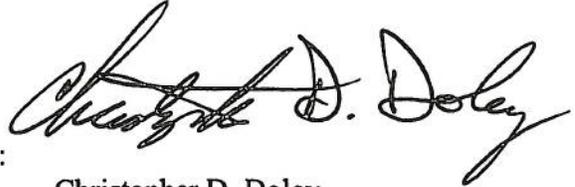
**UNITED STATES DEPARTMENT
OF THE INTERIOR**

By: 

Cynthia K. Dohner
Southeast Regional Director
U.S. Fish and Wildlife Service
Authorized Official for DOI

Dated: 4-26, 2011

**NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION**

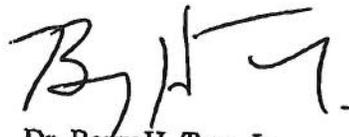
A handwritten signature in black ink, reading "Christopher D. Doley". The signature is written in a cursive style with a large, stylized initial "C".

By:

Christopher D. Doley
Director
NOAA Restoration Center

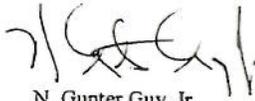
Dated: 4/18, 2011

**GEOLOGICAL SURVEY OF
ALABAMA**

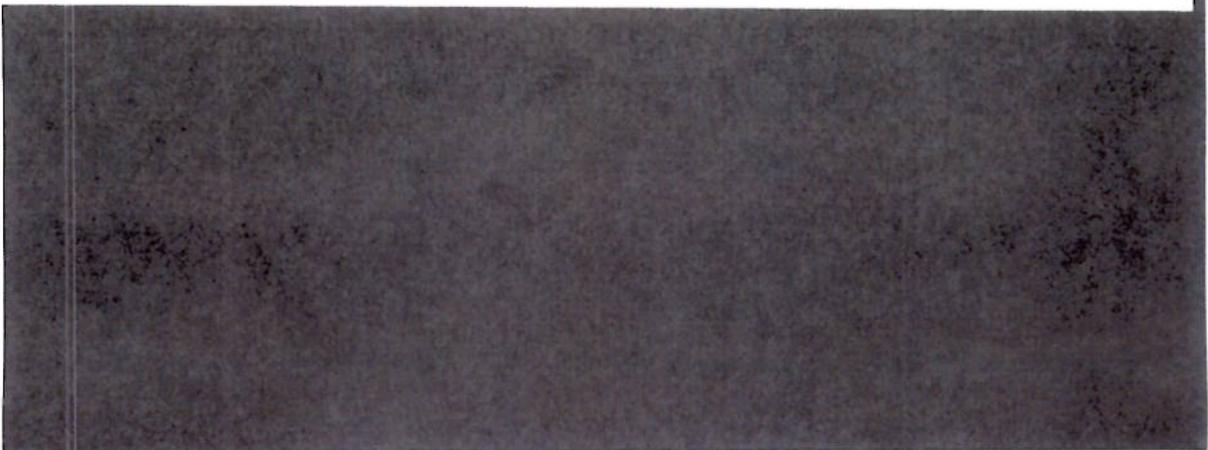
By: 
Dr. Berry H. Tew, Jr.
State Geologist

Dated: 4-18, 2011

ALABAMA DEPARTMENT OF
CONSERVATION AND NATURAL
RESOURCES

By: 
N. Gunter Guy, Jr.
Commissioner

Emergency Restoration Implementation Agreement - April, 2011



Dated: 4-20, 2011

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

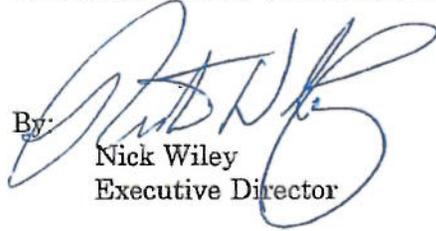


By:

Mimi A. Drew
For Secretary of Florida
Department of Environmental
Protection

Dated: 4-18, 2011

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: 
Nick Wiley
Executive Director

Dated: 4/21, 2011

**LOUISIANA COASTAL
PROTECTION AND
RESTORATION AUTHORITY**



By:
Garret Graves
Chair

Dated: 4-21 -, 2011

**LOUISIANA OIL SPILL
COORDINATOR'S
OFFICE**

A handwritten signature in black ink, appearing to read "Roland Guidry". The signature is written in a cursive style with a large initial "R".

By:

Roland Guidry
Louisiana Oil Spill Coordinator

Dated: 4-20, 2011

**LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By: 
Peggy Hatch
Secretary

Dated: 4/25, 2011

**LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES**

By: 
Robert Barham
Secretary

Dated: 7/21, 2011

LOUISIANA DEPARTMENT OF
NATURAL RESOURCES

A handwritten signature in black ink, appearing to read 'S. Angelle', written over a faint circular stamp.

By:

Scott Angelle
Secretary

Dated: 4/20, 2011

**MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By: 
Trudy D. Fisher
Executive Director

Dated: 15 April/2011

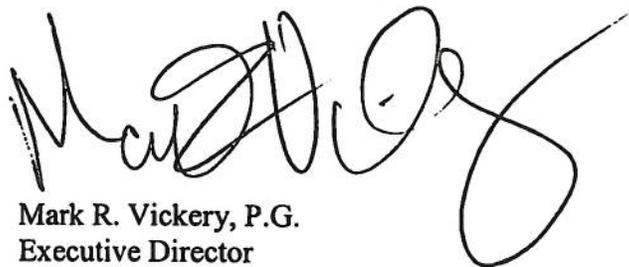
**TEXAS PARKS AND WILDLIFE
DEPARTMENT**

By: 

Carter Smith
Executive Director

Dated: 4-15, 2011

**TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY**

A handwritten signature in black ink, appearing to read 'Mark R. Vickery', written in a cursive style.

By:

Mark R. Vickery, P.G.
Executive Director

Dated: 4/18, 2011

TEXAS GENERAL LAND OFFICE

By: 
Larry L. Laine
Deputy Land Commissioner
& Chief Clerk

