

ATTORNEYS AT LAW

John E. Milner  
E-mail: jmilner@brunini.com  
Direct: 601.960.6842

The Piperno Building, Suite 100  
190 East Capitol Street  
Jackson, Mississippi 39201  
Telephone: 601.948.3101

Post Office Drawer 119  
Jackson, Mississippi 39205  
Facsimile: 601.960.6902

June 28, 2010

[Inside Address]

Re: Retention for Consulting and Expert Witness Services ("Retention Agreement")  
April 20, 2010 Transocean Horizon Incident

Dear \_\_\_\_\_:

On behalf of BP Exploration & Production, Inc. ("BP"), I am pleased to retain you to provide services, including expert witness services, relating to the April 20, 2010 Transocean Horizon Incident ("Incident"). This Retention Agreement confirms the terms and conditions of the retention. If you are in agreement with the terms and conditions stated below, please sign and date a copy of this Retention Agreement where indicated below, and return a copy of the signed and dated Retention Agreement to me.

1. Services. The services to be performed by you are services relating to the Incident which are within the scope of activities outlined in the Natural Resource Damage Assessment ("NRDA") regulations codified at 15 C.F.R. Part 990 ("NRDA Regulations"). These services include, but are not limited to, consulting, research, data collection and analysis, and expert witness services for BP ("BP NRDA Services"). You may perform any research and data collection and analysis services for any federal or state governmental agency or any 501(c) (3) non-profit organization relating to the Incident that do not involve or conflict with your performance of BP NRDA Services without any prior approval by BP. You may also perform any other services for BP that relate to the Incident.

With regard to any other services relating to the Incident that are not specified in this Paragraph 1 above, you agree not to perform any such services without obtaining the prior written approval of BP.

2. Instructions. You agree to take your instructions only from me, from other lawyers in my firm, from Brian Israel or other lawyers in the Arnold & Porter law firm, and from Donna Ward or other in-house counsel at BP (collectively "BP Attorneys").

3. Authorization Required for Performance of Work. This Retention Agreement governs the terms of your engagement, but it does not authorize the performance of any particular tasks. Particular tasks will be authorized in writing by BP Attorneys. BP will not compensate you for any services that are not performed pursuant to a written authorization to perform a particular task.

[Name]  
June 28, 2010  
Page 2

4. Fees and Expenses. BP agrees to compensate you for your services on an hourly basis, at a rate of \$\_\_\_\_\_ per hour, and to reimburse you for the actual cost of expenses reasonably incurred by you in the performance of services you are authorized to perform, including but not limited to, graduate student and other technical assistance services, laboratory costs and travel expenses. In no event shall the Brunini law firm or the Arnold & Porter law firm be liable for your fees or expenses.

5. Billing. Periodically (monthly or at such other interval as may be agreed upon), you shall submit an invoice for fees and expenses to BP. Your invoices should be addressed to BP Exploration and Production, Inc. However, they should be addressed to BP, in care of me, and sent to me at the address shown above. After review, your invoices will be submitted to BP for payment by BP direct to you.

6. Confidentiality. All communications (including non-public information disclosed in such communications) between you (and your agents), BP Attorneys and/or other BP representatives in the course of your performance of BP NRDA Services are deemed to be incidental to the rendering of legal services and are to be privileged and confidential. You shall maintain the strict confidentiality of such non-public communications and information unless or until a person from whom you are authorized to take instructions informs you in writing that this restriction is no longer applicable to any particular non-public communication or information. In the event you are required to disclose such privileged and confidential non-public communications and information by an order entered by a court or by similar judicial process, or by a judicial or administrative subpoena, you shall notify a person from whom you are authorized to take instructions as soon as practicable, and you are required to cooperate with BP if BP decides to seek relief from such required disclosure, including commencement of a legal or administrative proceeding to prevent or limit the disclosure of such privileged or confidential non-public communications or information.

7. Termination of Services. BP, in its sole discretion, may terminate this Retention Agreement by providing written notice to you. You may terminate this Retention Agreement by providing written notice to BP at any time after the Restoration Planning Phase of NRDA, described in subpart E of the NRDA Regulations (15 C.F.R. Sections 990.50 through 990.56) ["NRDA Restoration Planning Phase"] have been finally completed and approved for implementation under the Restoration Implementation Phase of the NRDA Regulations (15 C.F.R. Sections 990.60 through 990.66) ["NRDA Restoration Implementation Phase"]. You may terminate this Retention Agreement at an earlier time for any reason by requesting and obtaining the written approval of BP.

In the event this engagement is terminated by BP, you or both, you agree to cooperate with the BP Attorneys in terminating or transferring any task on which you may be working and to deliver to BP Attorneys the entirety of your files related to this matter. In addition, you agree to maintain the confidentiality of communications and information as provided in Paragraph 6 above.

01005213

[Name]  
June 28, 2010  
Page 3

three years



8. Publication. Subject to the provisions of Paragraph 6 ("Confidentiality") above, you may publish and provide to the public written research papers, presentations and similar documents concerning data relating to the BP NRDA Services after the earlier of the two following dates: (1) three years after the date of your execution of this Retention Agreement or (2) the date that the NRDA Restoration Plan, is complete and approved as final for the NRDA Restoration Implementation Phase.

Also subject to the provisions of Paragraph 6 above, there are no publication or presentation limitations concerning any services described in Paragraph 1 ("Services") above other than the limitations specified in this Paragraph 8 above for the BP NRDA Services.

Please contact me if you have any questions about this Retention Agreement. After executing the Retention Agreement, please return a fully executed and dated copy to me.

Sincerely,

Brunini, Grantham, Grower & Hewes, PLLC

John E. Milner

I agree to the terms of this Retention Agreement set forth above.

\_\_\_\_\_  
[Name]

Date: \_\_\_\_\_