

Execution Copy

DEEPWATER HORIZON OIL SPILL TRUST

TRUST AGREEMENT dated as of August 6, 2010 (this "*Agreement*") among (i) BP EXPLORATION & PRODUCTION INC., a Delaware corporation ("*BPEP*"), as grantor (together with any successor-in-interest thereto, the "*Grantor*"), (ii) JOHN S. MARTIN, JR., and KENT D. SYVERUD, as individual trustees (each (together with any successor to such Trustee), an "*Individual Trustee*" and, collectively (together with any successors to such Trustees), the "*Individual Trustees*") and (iii) CITIGROUP TRUST-DELAWARE, N.A., as corporate trustee (together with any successor corporate trustee, the "*Corporate Trustee*" and together with the Individual Trustees, each a "*Trustee*" and, collectively, the "*Trustees*").

RECITALS

1. The Grantor has unknown potential liabilities under federal, state and local law for damages arising from or related to the oil spill caused by the explosion at the Deepwater Horizon oil rig in the Gulf of Mexico (the "*Oil Spill*"), including claims under the Oil Pollution Act, natural resource damages and related costs (including assessment costs), state and local government response costs and certain other claims for damages.

2. The Grantor has established the Gulf Coast Claims Facility (the "*GCCF*") to be administered by Kenneth R. Feinberg (Mr. Feinberg and any successor administrator of the GCCF, the "*GCCF Administrator*") for the purpose of administering, mediating and settling certain of the Damage Claims (as defined below).

3. "*Damage Claims*" shall be limited to amounts owed by the Grantor pursuant to: (i) claims resolved and settled by the GCCF ("*GCCF Claims*"); (ii) amounts owed by the Grantor pursuant to final judgments or settlement agreements that are resolved outside of the GCCF process and relate to the Oil Spill ("*Other Resolved Claims*"); (iii) natural resource damage costs (including assessment costs) pertaining to the Oil Spill ("*NRD Claims*"); and (iv) state and local government response costs pertaining to the Oil Spill ("*Government Response Costs*"). Notwithstanding the foregoing, Damage Claims shall not include the amounts for any fines and penalties or the amounts of any claims by partners, subsidiaries, affiliates, shareholders, noteholders, customers, operators or suppliers of the Grantor or its affiliates in their capacity as such.

4. To provide funds to be used to satisfy resolved Damage Claims, the Grantor has irrevocably agreed (i) to establish the trust created hereunder (the "*Trust*") for the benefit of the holders of resolved Damage Claims (the "*Beneficiaries*"), (ii) to contribute \$20 billion to the Trust in accordance with this Agreement, and (iii) to provide collateral to secure its obligations hereunder as provided in Article II hereof. The Corporate Trustee is willing to accept the Contributions (as defined below) and to hold custody to such assets through its affiliate, Citibank, N.A. (the "*Lead Paying Agent*"), when such Contributions are made to the Trust, and the Lead Paying Agent, by executing the Joinder to this Agreement provided at the end hereof, agrees to serve as paying agent for the Trust in distributing the Trust's assets to pay resolved Damage Claims to Beneficiaries as provided herein.