

**AMENDMENT TO THE
GULF OF MEXICO INITIATIVE
MASTER RESEARCH AGREEMENT**

THIS AMENDMENT (this “MRA Amendment”) to the Gulf of Mexico Research Initiative Master Research Agreement dated March 14, 2011, as amended and restated July 11, 2012 (the “MRA”), is made and entered into as of April 23, 2018 by and between BP Exploration & Production Inc., a Delaware corporation, having a principal place of business at 501 Westlake Park Boulevard, Houston, Texas 77079 (“BP”), and the Gulf of Mexico Alliance, a Mississippi nonprofit corporation, having a principal place of business at 1151 Robinson Street, Ocean Springs, Mississippi 39564 (the “Alliance” or “GOMA”) (the “Party” or “Parties” shall mean BP and/or the Alliance). Other than as modified in this MRA Amendment, the MRA shall remain in full force and effect.

RECITALS

WHEREAS, following the Deepwater Horizon incident in April 2010, BP committed \$500 million over a 10-year period to create an independent research program to study the effect, and the potential associated impact, of hydrocarbon releases on the environment and public health, as well as to develop improved spill mitigation, oil detection, characterization and remediation technologies (such independent research program hereinafter referred to as the “Gulf of Mexico Research Initiative” or “GoMRI”);

WHEREAS, the MRA remains in effect until the later of December 31, 2019, or until all GoMRI funding to the Research Consortia¹ has been expended and all research, reporting and other activities pursuant to the Grant Agreement for Approved Research Projects have been completed;

WHEREAS, BP’s final payment with respect to GoMRI, completing its \$500 million commitment, shall be made by December 31, 2019 (“BP’s 2019 Payment”);

WHEREAS, grantees have been selected under the GoMRI Request for Proposals VI (RFP-VI), and grant agreements relating to such awards are in place as of the date of this amendment, such awards shall be made not to extend past June 30, 2020;

WHEREAS, all research award funds shall be transferred to the grantees by the third quarter of 2019, apart from the final quarterly payment, which shall be retained until final reports and data are received and verified;

WHEREAS, close-out of all research awards shall occur in 2020;

WHEREAS, GoMRI shall receive, as part of BP’s 2019 Payment and as set forth in GoMRI’s final budget, funds to maintain and make available collected data and research, as well as to continue certain outreach programs;

¹ Any capitalized terms not defined in this MRA Amendment are defined in the MRA.

WHEREAS, after BP's 2019 Payment, there shall be a number of activities to oversee the close-out of the RFP IV, RFP V, and RFP-VI awards that shall conclude in 2020;

WHEREAS, there shall be some residual administrative activities that shall be conducted beyond 2020; and

WHEREAS, the Parties wish to amend the MRA to clarify their roles and responsibilities during the period following BP's 2019 Payment;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants that follow, the Parties, intending to be legally bound, agree as follows:

1. During 2020, the Alliance's internal GoMRI Department (GoMRI AU) shall perform monitoring compliance with the MRA and any research grant agreements associated with closing out RFP IV, RFP V, and RFP VI awards, including, but not limited to:

- a. preparing and submitting final reports,
- b. ensuring that final datasets are incorporated into the GRIIDC and made publicly available,
- c. supporting required Research Board activities; and
- d. obtaining an annual audited financial statement

2. As of January 1, 2021, the Alliance agrees to assume full responsibility for residual administrative activities that shall include, but not be limited to:

- a. overseeing the maintenance of GoMRI and BP data sets through December 31, 2030,
- b. maintaining the GoMRI website at [www. http://gulfresearchinitiative.org](http://gulfresearchinitiative.org) and the Research Information System through December 31, 2030,
- c. providing administrative oversight and support for post-GoMRI publication costs through 2030 or the exhaustion of remaining funds, whichever is earlier,
- d. providing sponsorship support for the GOMOSEES conference through 2030 or until the exhaustion of remaining funds whichever is earlier.
- e. supporting required costs of the Executive Committee of the Research Board through 2030.

3. The GoMRI Research Board shall oversee the Alliance with respect to implementing the tasks listed under this MRA Amendment. Upon ultimate dissolution of the Research Board during the post-2020 timeframe, the Executive Committee, which shall consist of the Research Board President, the Research Board Vice President, the GoMRI Program Director, and the GoMRI Chief Scientific Officer, shall continue to oversee the Alliance in implementing those tasks.

4. BP's 2019 Payment, completing its \$500 million commitment, shall be the amount required under the MRA. Beyond BP's 2019 Payment, BP shall have no further financial obligation under the MRA or this MRA Amendment, or otherwise to GoMRI, the Alliance, or any grantees or other third parties relating thereto.

5. Prior to December 31, 2019, the Alliance shall provide, and BP shall, at its sole discretion, approve an administrative budget that will be the sole source of funds to cover the cost of the residual administrative activities, maintenance, or other costs relating to this MRA Amendment, or to GoMRI, the Alliance, or any grantees or other third parties relating thereto for the period beyond 2020 (the "Post-2020 Administrative Budget"). Such administrative budget shall be part of, and not in addition to, BP's 2019 Payment. It is anticipated by the Parties that the Post-2020 Administrative Budget shall not exceed \$5,000,000, which is one percent of BP's total \$500 million commitment to GoMRI.

6. If, it is determined that the Post-2020 Administrative Budget is not sufficient to conduct all administrative activities listed in Section 2 of this MRA Amendment, it shall be GOMA's sole responsibility, with GoMRI Executive Committee oversight, to determine what tasks must be completed to maintain the financial integrity, public disclosure, and other core elements of GoMRI. Under no circumstances shall BP be required to contribute additional funds or otherwise be obligated to pay these or any other additional costs or contribute any funds to GOMA, GoMRI, or the GoMRI effort in addition to BP's 2019 Payment.

IN WITNESS WHEREOF, the Parties hereto have caused this MRA Amendment to be executed by their duly authorized representatives as of the date first above written.

THE GULF OF MEXICO ALLIANCE

By: Lana W. Bowie
Its: Executive Director
Date: April 24, 2018

BP EXPLORATION & PRODUCTION INC.

By: Maria Travis
Its: Vice-President Maria Travis
Date: April 23, 2018