



**BP Exploration & Production**  
**Attn: Mr. M.W. Jones**  
**501 Westlake Park Blvd**  
**Houston, TX 77079**

**BA NUMBER** **JV11900701**  
**INVOICE NO.** **090810-11900701**  
**INVOICE DATE** **9/9/2010**  
**TERMS** **upon receipt**

DESCRIPTION	AMOUNT
For Bill of Sale dated 6/25/2010	\$3,700,000.00
For Bill of Sale dated 8/20/2010 (copies attached)	(\$2,000,000.00)

note: please reference the invoice # and BA # on your invoice

<b>TOTAL INVOICE</b>	<b>\$1,700,000.00</b>
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**Inquiries Should Be Directed To:**  
**David C. Harris at (832)636-3907**

**Please Wire Payment To:**

**Mellon Bank, Pittsburgh, PA**  
**ABA # 043-000-261**  
**SWIFT-MELN US 3P**  
**Anadarko Petroleum Corporation**  
**Account No. 1862921**

**Ex 12811**  
**Worldwide**  
**Court Reporters, Inc.**

BILL OF SALE  
(REF # 67-0032010-10-11, SUBSURF EQ)

KNOW ALL PERSONS BY THESE PRESENTS,

THAT Anadarko Petroleum Corporation (whose address is 1301 Lake Robbins Dr., The Woodlands, TX 77380 ("Seller"), in consideration of the sum of three million seven hundred thousand dollars (USD \$ 3,700,000.00) and subject to the terms and conditions set out below, here-  
partly, sell and transfer to BP Exploration & Production Inc., (whose address is 501 Westlake Park Blvd., Houston, TX 77057, an individual,  
and assigns or his or her heirs and assigns ("Buyer"), the personal property and other items described in Exhibit A to this Bill of Sale, which is  
attached hereto and incorporated by reference into this "Property". Buyer and Seller may be referred to herein individually as a "Party" and  
collectively as the "Parties."

This Bill of Sale dated June 26, 2010 is executed by and between Seller and Buyer subject to the following terms and conditions:

1. Seller represents and warrants to Buyer that it is the lawful owner in every respect of the Property, and that the Property is free  
and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

2. Buyer expressly acknowledges that Seller has provided Buyer with an opportunity to inspect the Property for all purposes, and  
that Buyer is satisfied as to the physical and environmental condition of the Property.

3. SELLER CONVEYS THE PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS" AND SELLER MAKES NO  
REPRESENTATIONS OR WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS BILL OF SALE. SPECIFICALLY, SELLER MAKES  
NO COVENANTS, WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, INCLUDING ANY  
WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, OR CONFORMITY TO MODELS  
OR SAMPLES.

4. Buyer acknowledges that it has had an adequate opportunity to review the DISCLAIMER OF WARRANTIES AND  
REPRESENTATIONS contained in this Bill of Sale, including the opportunity to consult the same to legal counsel for review and comment, and  
understands the representations and warranties being disclaimed by Seller.

5. WAIVER OF CONSUMER RIGHTS: BUYER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-  
CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS  
SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH LEGAL COUNSEL OF ITS OWN SELECTION, BUYER  
VOLUNTARILY CONSENTS TO THIS WAIVER.

6. Buyer agrees to pay all taxes, other than taxes based upon the income of Seller, which become due with respect to this  
Bill of Sale, including without limitation any and all federal, state or local sales taxes.

7. BUYER AGREES TO INDEMNIFY, DEFEND (INCLUDING PAYMENT OF REASONABLE ATTORNEYS' FEES AND COURT  
COSTS) AND HOLD HARMLESS SELLER AND ITS AFFILIATE COMPANIES AND THEIR RESPECTIVE DIRECTORS, INSURERS,  
EMPLOYEES, AND SUBCONTRACTORS AND THEIR EMPLOYEES ("SELLER GROUP") FROM AND AGAINST ANY AND ALL CLAIMS,  
LIABILITY, DAMAGES OR CAUSES OF ACTION (INCLUDING BUT NOT LIMITED TO THOSE FOR PERSONAL INJURY, DEATH,  
DAMAGE TO PROPERTY, AND/OR POLLUTION) OF ANY PERSON OR ENTITY AND, UNDER CLAIMS WHICH ARISE BY REASON OF  
INDEMNIFICATION OR ASSUMPTION OF LIABILITY IN OTHER CONTRACTS ENTERED INTO BY SELLER GROUP, ARISING FROM OR  
RELATING TO REMOVAL OF THE PROPERTY FROM THE PREMISES WHERE IT IS LOCATED AND/OR THE SUBSEQUENT  
POSSESSION, USE, TRANSPORTATION OR DISPOSAL OF THE PROPERTY OR OF ANY ASSETS, NORM OR OTHER  
CONTAMINANTS BY ANY PERSON OR ENTITY, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR  
WILLFUL MISCONDUCT OF SELLER GROUP OR ANY OTHER CAUSE.

8. Buyer agrees to self-insure for its obligations in this Bill of Sale.

9. This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Texas, exclusive of any  
principles or conflicts of laws that would direct application of the substantive laws of another jurisdiction. The court or courts of the State of Texas  
shall be judicially designated courts. Such designation shall not have the effect of waiving or otherwise modifying the right to a jury trial  
purporting to be part or parts of the Bill of Sale, so held to be invalid, void or unenforceable shall be modified to the extent to make it  
enforceable. If it necessary, the Bill of Sale shall be deemed to be amended to delete the unenforceable part or provision, and the remainder  
shall have the same force and effect as if such part or provision had never been included herein.

IN WITNESS WHEREOF, this Bill of Sale is executed to be effective as of the date executed by Seller or the date that Buyer takes actual  
possession of the Property, whichever is later.

SELLER: ANADARKO PETROLEUM CORPORATION

BUYER: BP EXPLORATION & PRODUCTION, INC.

By: R. L. [Signature]  
Printed Name: Robert L. [Signature]  
Title: VP Worldwide Facilities  
Date: 6/30/10

By: [Signature]  
Printed Name: M. W. [Signature]  
Title: Regional Manager at [Signature]  
Date: 8/17/10



**Exhibit "A"**

Attached to and made part of the Bill of Sale, executed by and between Anadarko Petroleum Corporation, ("Seller") and BP Exploration & Production, Inc. ("Buyer"), dated June 25, 2010

The following Property is sold and transferred to Buyer under the terms and conditions contained in the above referenced Bill of Sale

(1). The term "Property" shall include design and engineering documentation prepared by JF Kenny Engineering as well as the equipment listed in the table below:

Item	Type	Total Quantity	DESCRIPTION	Shipping Status	Handover Point
<b>1.0 Flowline Equipment</b>					
1.1	Pipe bend	4	50 single bend, 6.625" OD x 0.719" WT Pipe, X65, 3' & 12' tangents	6/23/2010 0	Fourchon
1.2	Pipe bend	4	50 double bend, 6.625" OD x 0.719" WT Pipe X65, 3' & tangent	6/23/2010 0	Fourchon
1.3	Flowline	10883'	205 Pipe Joints w/ GSPH insulation, 2.5" thick,	6/23/2010 0	Ingleside
1.4	Pipe joint	917.35'	25 Pipe joints, 6.625 OD x .625" WT	6/23/2010 0	Ingleside
1.5	Pipe joint	12	Pipe joints, 6.625 OD x .719" WT	6/23/2010 0	Fourchon
<b>2.0 Manits Equipment</b>					
2.1	Connector	2	6" - 10K Max 8 MC Connector w/ 6.625" x 0.719" wt X65 Pipe Pup, 5' Long	6/23/2010 0	Fourchon
2.3	Connector	1	6" - 10K Max 8 MC Connector w/ 6.625" x .719" prep	Available	FMC, Houston
2.4	Gasket	2	Max-8 MC gaskets	6/23/2010 0	Fourchon
2.5	Gasket	1	Max-8 MC gaskets	Available	FMC, Houston
<b>3.0 PLET &amp; PLEM</b>					
3.1	PLET	1	PLET- 1 x hub, 1 x ROV valve with FMC STPC installed	Available	Datcor
3.2	PLEM	1	PLEM- 3 x hub, 2 x ROV valves, 1 x hyc valve, 1 x Aker (TPC), and 3x FMC STPC installed	Available	Datcor

(2). Pick Up Date: To Be Determined by Buyer and Seller, with 3 days notice to respective storage yard.

(3). All payments must be made to the following account by Wire Transfer (under Ref. No. BP-06332910-001-1 SUBSURF EO)

Company Name:	_____
Account Number:	_____
IBAN:	_____
BIC:	_____
Beneficiary Bank:	_____
For Credit:	_____

(4). Buyer is responsible for all cost and expenses incurred by storage providers for load-out and all cost associated with extended storage of such equipment.

(5). Equipment shall be released upon verification of receipt of \$3,750,000.00 by written authorization.

**BILL OF SALE**  
(REF: # APC-08202010, SUBSURF EQ)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT BP Exploration & Production Inc., whose address is 501 Westlake Park Blvd, Houston TX 77079, its successors and assigns or his or her heirs and assigns ("Seller"), in consideration of the sum of two million dollars (USD \$ 2,000,000.00), and subject to the terms and conditions set out below, does hereby sell and transfer to Anadarko Petroleum Corporation whose address is 1201 Lake Robbins Dr., The Woodlands, TX 77380 ("Buyer"), the personal property and other items described in Exhibit "A" to this Bill of Sale, which is attached hereto and incorporated by reference, (the "Property"). Buyer and Seller may be referred to herein individually as a "Party" and collectively as the "Parties."

This Bill of Sale dated August 20, 2010 is executed by and between Seller and Buyer subject to the following terms and conditions:

1. Seller represents and warrants to Buyer that it is the lawful owner in every respect of the Property, and that the Property is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.
2. Buyer expressly acknowledges that Seller has provided Buyer with an opportunity to inspect the Property for all purposes, and that Buyer is satisfied as to the physical and environmental condition of the Property.
3. **SELLER CONVEYS THE PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS" AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS BILL OF SALE. SPECIFICALLY, SELLER MAKES NO COVENANTS, WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, OR CONFORMITY TO MODELS OR SAMPLES.**
4. Buyer represents that it has had an adequate opportunity to review the **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS** contained in this Bill of Sale, including the opportunity to submit the same to legal counsel for review and comment, and understands the representations and warranties being disclaimed by Seller.
5. **WAIVER OF CONSUMER RIGHTS: BUYER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH LEGAL COUNSEL OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.**
6. Buyer agrees to pay all taxes, other than taxes based upon the income of Seller, which become due and payable pursuant to this Bill of Sale, including without limitation any and all federal, state or local sales taxes.
7. **BUYER AGREES TO INDEMNIFY, DEFEND (INCLUDING PAYMENT OF REASONABLE ATTORNEYS' FEES AND COURT COSTS) AND HOLD HARMLESS SELLER AND ITS AFFILIATE COMPANIES AND THEIR RESPECTIVE DIRECTORS, INSURERS, EMPLOYEES, AND SUBCONTRACTORS AND THEIR EMPLOYEES ("SELLER GROUP") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DAMAGES OR CAUSES OF ACTION (INCLUDING BUT NOT LIMITED TO THOSE FOR PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, AND/OR POLLUTION) OF ANY PERSON OR ENTITY (INCLUDING CLAIMS WHICH ARISE BY REASON OF INDEMNIFICATION OR ASSUMPTION OF LIABILITY IN OTHER CONTRACTS ENTERED INTO BY SELLER GROUP) ARISING FROM OR RELATING TO REMOVAL OF THE PROPERTY FROM THE PREMISES WHERE IT IS LOCATED AND/OR THE SUBSEQUENT POSSESSION, USE, TRANSPORTATION, OR DISPOSAL OF THE PROPERTY OR OF ANY ASBESTOS, NORM OR OTHER CONTAMINANTS BY ANY PERSON OR ENTITY, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER GROUP OR ANY OTHER CAUSE.**
8. Buyer agrees to self-insure for its obligations in this Bill of Sale.
9. This Bill of Sale shall be governed by and interpreted in accordance with the laws of the **State of Texas**, exclusive of any principles of conflicts of laws that would direct application of the substantive laws of another jurisdiction. If any part or provision of this Bill of Sale is judicially declared invalid, such declaration shall not have the effect of invalidating or voiding the remainder of the Bill of Sale, and the parties agree that the part or parts of the Bill of Sale so held to be invalid, void or unenforceable shall be modified to the extent to make it enforceable, or, if necessary, the Bill of Sale shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

IN WITNESS WHEREOF, this Bill of Sale is executed to be effective as of the date executed by Seller or the date that Buyer takes lawful possession of the Property, whichever is earlier.

BUYER: ANADARKO PETROLEUM CORPORATION

SELLER: BP EXPLORATION & PRODUCTION, INC.

By: [Signature]

By: [Signature]

Printed Name: DAVID C. HARRIS

Printed Name: M W JONES

Title: TECHNICAL RESOURCE MGR

Title: STRATEGIC PROCUREMENT MANAGER

Date: AUG 25, 2010

Date: 8/23/10



# Exhibit "A"

Attached to and made part of that Bill of Sale, executed by and between Anadarko Petroleum Corporation, ("Buyer") and BP Exploration & Production, Inc. ("Seller"), dated August 20, 2010.

The following Property is sold and transferred to Buyer under the terms and conditions contained in the above-referenced Bill of Sale:

(1). The term "Property" shall include design and engineering documentation prepared by JP Kenny Engineering as well as the equipment listed in the table below:

Item	Type	Quantity	DESCRIPTION	Status	Location
<b>1.0 Flowline Equipment</b>					
1.1	Pipe bend	4	50 single bend, 6.625" OD x 0.719" WT Pipe, X65, 3' & 13' tangents	1 single bend welded to pipe segment for rigid jumper, other bends remain	Fourchon Heavy Lift
1.2	Pipe bend	3	50 double bend, 6.625" OD x 0.719" WT Pipe, X65, 3' & 13' tangents	2 double bends welded to pipe segments for rigid jumper, 1 double bend remain	Fourchon Heavy Lift
1.3	Flowline	10688'	6.625 OD x 0.625" wt Pipe Joints w/ GSPU insulation 2.5" thick	Fields welded pipe joints into stacks via APC procedure. QA/QC oversight by Indecon, using APC inspectors (per M. Lenker). Stack lengths TBC by Helix (est. 111688)	Helix Spoolbased, Ingleside, TX
1.4	Pipe joint	91735'	23 Pipe joints, 6.625 OD x 0.625" WT	20 joints welded into stack to support fixed string for spooling pipe onto the Express	Helix Spoolbased, Ingleside, TX
	Pipe joint		Pipe joints, 6.625 OD x 0.719" WT	Pipe material utilized for prefabricating rigid jumper kits. Two joints utilized for induction bends (per Turner Industries)	Fourchon Heavy Lift
1.5		12			
<b>2.0 Manifold Equipment</b>					
2.1	Connector	2	6" - 10K Max 8 MC Connector w/ 6.625" x 0.719" wt X65 Pipe Pup, 5' Long	One connector welded to jumper kits, one connector remains attached to unspooled pups (as rec'd from APC)	Fourchon Heavy Lift
2.3	Connector	1	6" - 10K Max 8 MC Connector w/ 6.625" x 0.719" prep	Connector remains attached to unspooled pups (as rec'd from FMC)	Fourchon Heavy Lift
2.4	Gasket		Max-8 MC gaskets		Fourchon Heavy Lift
		2		unused	
2.5	Gasket		Max-8 MC gaskets		Fourchon Heavy Lift
		1		unused	
<b>3.0 PLET &amp; PLEM</b>					
3.1	PLET	1	PLET 1 x hub, 1 x ROV valve with FMC STPC installed	Gun barrel welded to PLET at Delcor, hydrotested following weld, swell test performed at Helix spoolbase with FMC	Helix Spoolbased, Ingleside, TX
3.2	PLEM	1	PLEM 3 x hub, 2 x ROV valves, 1 x hyd valve, 1 x Apex LTPC, and 3x FMC STPC installed	Gun barrel removed from PLEM and welded to PLET end. All modifications made at Delcor, with pressure test following	Helix Spoolbased, Ingleside, TX
3.3	Gooseneck	2	6.625 OD x 0.719" WT 135degree included bend	Gun barrel removed from PLEM and welded to PLET end. All modifications made at Delcor, with pressure test following	Helix Spoolbased, Ingleside, TX

(2). Pick Up Date: To Be Determined by Buyer and Seller, with 3 days notice to respective storage yards.

(3). All payments must be made to the following account by Wire Transfer (under Ref. No. APC-08202010, SUBSURF EQ)

Company Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
IBAN: \_\_\_\_\_  
BIC: \_\_\_\_\_  
Beneficiary Bank: \_\_\_\_\_  
For Credit: \_\_\_\_\_

(4). Buyer is responsible for all cost and expenses incurred by storage providers for load-out, and all cost associated with extended storage of such equipment.