

Deposition Testimony of:

Kirk Wardlaw

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Page 11:17 to 11:24

00011:17 O. KIRK WARDLAW,
18 after having been first duly sworn by
19 the above-mentioned Certified Court
20 Reporter, was examined and testified as
21 follows:
22 EXAMINATION BY MS. ANNIKA MARTIN:
23 Q. Good morning, Mr. Wardlaw.
24 A. Good morning.

Page 14:11 to 15:03

00014:11 Mr. Wardlaw, do you hold any
12 college degrees?
13 A. Yes, I do.
14 Q. And what are those degrees?
15 A. I have one degree in criminal
16 justice, and I have another degree in
17 political science.
18 Q. Okay. And where did you get
19 those degrees from?
20 A. I got those degrees from
21 Metropolitan State College in Denver,
22 Colorado.
23 Q. Both of them?
24 A. Both of them; right.
25 Q. And in what years?
00015:01 A. 1980.
02 Q. For both of them?
03 A. For both of them.

Page 15:10 to 15:21

00015:10 Q. Okay. Who is your current
11 employer?
12 A. I am employed by BP Exploration
13 and Production Company for -- or BP
14 America, actually.
15 Q. Okay. Are the -- can you
16 explain. Is it -- is it BP America or is
17 it BP Exploration and Production or --
18 A. I'm actually employed by BP
19 America.
20 Q. Okay. How is BP America related
21 to BP Exploration and Production?

Page 15:24 to 15:25

00015:24 THE WITNESS:
25 It's an affiliate of BP America.

Page 16:19 to 18:09

00016:19 Q. Okay. So what is your current
 20 title at BP America, let's say?
 21 A. My current title is senior
 22 negotiator.
 23 Q. Okay. And is that within a
 24 group or --
 25 A. That's for -- I'm senior
 00017:01 negotiator for the Western Hemisphere.
 02 Q. Okay. Is there some part of
 03 your title or the group name that
 04 delineates that you work with the land
 05 aspect of negotiation, or no?
 06 You're not in a land group or
 07 something like that?
 08 A. No, I am not in the -- in the
 09 land group.
 10 Q. Okay.
 11 A. I am in the exploration group.
 12 Q. Okay.
 13 A. And reporting to London.
 14 Q. Okay. Is this different from
 15 what your title was and your group's
 16 affiliation was during the 2009-2010 time
 17 period?
 18 A. For the vast majority of 2010,
 19 my title was chief land negotiator for the
 20 Gulf of Mexico.
 21 Q. Okay. And in 2009?
 22 A. 2009 was chief land negotiator
 23 for the Gulf of Mexico.
 24 Q. Okay. So in 2010, then, at some
 25 point, your title shifted?
 00018:01 A. That is correct.
 02 Q. Okay. Was that a promotion or
 03 just a transfer to a different group or
 04 something else?
 05 A. It wasn't a promotion. It was a
 06 change to broaden my responsibility rather
 07 than just the Gulf of Mexico. It was
 08 broadened to cover the Western Hemisphere
 09 or the Americas.

Page 18:25 to 22:24

00018:25 Q. Start in detail and then go
 00019:01 down. Okay.
 02 So when you were chief land
 03 negotiator in 2009 and for the majority of
 04 2010, what were your job responsibilities
 05 in that position?
 06 A. My job responsibilities as a
 07 chief land negotiator was to oversee the
 08 Gulf of Mexico negotiations primarily for
 09 the exploration group.

10 I did not participate in all the
11 negotiations in the Gulf -- Gulf of Mexico.
12 I was -- primarily served as a -- as an
13 advisor on most transactions.
14 Q. Okay.
15 A. Some of the larger transactions
16 that were done, I would -- I would handle
17 those.
18 Q. Okay. And during that time
19 period, you were in the exploration group;
20 is that correct?
21 A. That -- that is correct. I
22 reported to the vice-president of
23 exploration.
24 Q. Okay. What was his name or her
25 name?
00020:01 A. His name was Dave Raney.
02 Q. Did -- who reported directly to
03 you when you were in that position as chief
04 land negotiator in 2009 and the majority of
05 2010?
06 A. I did not have any direct
07 reports.
08 Q. Okay. So when you oversaw these
09 negotiations and you were more in an
10 advisory role, who was handling the
11 day-to-day negotiations that you were
12 observing and advising on?
13 A. As to a specific project or just
14 generally speaking?
15 Q. Just in general. I mean, you
16 said that you don't have anybody directly
17 reporting to you. So I'm wondering if
18 there's a team of people who are the direct
19 liaisons that are running the negotiations,
20 or who is -- who is actually doing the
21 communicating during the negotiations?
22 If you have an advisory role,
23 I'm trying to figure out who is actually
24 talking while you're advising.
25 A. It was the land group. So I
00021:01 would -- I would've served as an advisor
02 for the -- to the land department.
03 Q. Okay. So you're a chief land
04 negotiator in the exploration group, but
05 there's a separate land group?
06 A. Yes, there is a separate --
07 separate land group that also reported in
08 to the vice-president of exploration.
09 Q. Okay. Mr. Raney?
10 A. That's correct.
11 Q. So in that separate land group
12 team -- who -- who is the head of that
13 separate land group?
14 A. The land manager for the land
15 group was a gentleman by the name -- or is

16 a gentleman by the name of Kemper Howe.
 17 Q. Okay. Kemper Howe.
 18 And so Kemper -- were you and
 19 Kemper -- what was your relationship to
 20 each other?
 21 Were you -- I mean, he doesn't
 22 report to you. So are you sort of equals
 23 or something else?
 24 A. I would say that we -- we were
 25 peers to one -- one another.
 00022:01 Q. Okay. And how did you work
 02 together in the -- with these negotiations?
 03 Yeah. How did -- how did your
 04 relation -- working relationship work on
 05 any given negotiation that the land group
 06 was working on and that you're advising?
 07 A. As -- I don't -- it varies from
 08 project to project.
 09 Q. Can you give me a general idea?
 10 A. Yeah. When -- when we're
 11 looking at -- you know, looking at doing a
 12 particular transaction, depending on the
 13 type of transaction it actually is, my role
 14 will be one that either I will lead the
 15 negotiation and -- with the help of the
 16 project landman, or I will advise the --
 17 Kemper may lead a particular negotiation
 18 with one of the project -- project landmen.
 19 But nonetheless, I'm also
 20 involved when he's leading it. They're
 21 coming to me, given my, you know, 30 -- 30
 22 years of being in the business. That's why
 23 they put me in this -- this particular
 24 role.

Page 23:23 to 25:08

00023:23 So how is your current position
 24 different from what you've just described
 25 to me, what your job responsibilities
 00024:01 during 2009 to 2010, when you shifted to
 02 broaden your reach or your regional scope?
 03 You're now the whole Western
 04 Hemisphere; is that correct?
 05 A. That is correct.
 06 Q. And did any of those job
 07 responsibilities that we talked about from
 08 2009-2010 change, or were there any added
 09 when you brought into your regional reach?
 10 A. Are you asking did any of my job
 11 responsibilities change in the Gulf of
 12 Mexico, given they're now including me
 13 beyond just the Gulf -- Gulf of Mexico?
 14 Q. Well, the question is: Are they
 15 the same job responsibilities, just now

16 expanded to the whole region or something
17 else?
18 A. It's -- it's basically the same.
19 It's, you know, negotiating contracts
20 between co-owners. You know, when -- when
21 you're working outside the U.S., you have
22 to work a little bit closer with the
23 government entities, so --
24 Q. Okay.
25 A. There's -- there's a bit of a
00025:01 difference. But basically, in context,
02 it's the same.
03 Q. Okay. Excellent.
04 We spoke about BP Exploration
05 and Production, Inc., and BP America, Inc.
06 Are you an employee of any other
07 BP entity?
08 A. No.

Page 26:21 to 29:18

00026:21 Q. Yeah, you can strike the part of
22 the question before that.
23 And then I said: When did you
24 transition to the new position with the
25 larger geographic reach?
00027:01 A. I seem to recall -- I think -- I
02 thought it was December of 2010.
03 Q. Okay. All right. So, in your
04 position as chief land negotiator, in 2009
05 and almost the whole of 2010, what were
06 your specific job responsibilities
07 regarding the Mississippi Canyon 252-Block?
08 A. My specific job responsibilities
09 for the MC-252, I led the negotiations
10 with -- with MOEX, negotiating the
11 like-kind exchange agreement and then the
12 operating agreement. And then in my
13 advisory capacity, I also advised the
14 negotiations for the Anadarko exchange and
15 subsequent joint operating agreement.
16 Q. Okay. And during that time when
17 you were performing those job
18 responsibilities with regard to the
19 Mississippi Canyon -- MC-252-Block, were
20 you reporting to David Raney?
21 A. Yes, I was.
22 Q. And during that time, you did
23 not have anyone specifically reporting to
24 you; is that correct?
25 A. That is correct. I had no one
00028:01 reporting to me.
02 Q. And during that time that you
03 were performing those specific job
04 responsibilities regarding the

05 MC-252-Block, was Kemper Howe leading up
06 the land group?

07 A. During 2010 and currently now,
08 Kemper Howe is the land manager for the
09 land department.

10 Q. Okay. And did you work with him
11 in performing the job responsibilities that
12 you described regarding MC-252?

13 A. Yes, I did. Kemper and I worked
14 very -- very closely together.

15 Q. Okay. Who else did you work
16 with during -- or in the performance of
17 your job responsibilities for the MC-252
18 Block?

19 A. In -- are you requesting as to
20 the land department?

21 Q. Yes. Let's limit it to the land
22 department, to start.

23 A. Okay. As to the land
24 department, it was myself, Kemper Howe, and
25 a gentleman by the name of Mike Beirne.

00029:01 Q. Okay. And did you work with
02 anyone else that was not in the land
03 department, specifically regarding
04 MC-252-Block?

05 A. Yes. Yes, I did.

06 Q. Okay. What -- can you tell me
07 who those people were and what group they
08 were in?

09 A. I don't know that I could
10 list -- list every one. I mean, when
11 you're putting a transaction together like
12 this, you can imagine the number of people
13 that are -- that are involved.

14 But specifically, legal's
15 involved, tax is involved, the
16 geoscientists, the technical teams are
17 involved. So it is a wide -- wide range of
18 folks that are involved.

Page 30:16 to 30:19

00030:16 Q. Okay. This has previously been
17 marked as Exhibit 1860, and it is the
18 agreed deposition notice of BP defendants
19 that was filed on March 23rd, 2011.

Page 31:02 to 32:01

00031:02 If you would just read that
03 paragraph for me and then --

04 A. Paragraph 30?

05 Q. Yes.

06 A. It says: All discussions during
07 Macondo leasehold negotiations between BP

08 and Anadarko or MOEX concerning the nature
09 and scope of information to be made
10 available by or to be provided by BP to
11 Anadarko or MOEX regarding the design of
12 and operations at the Macondo Well, and
13 BP's understanding of its obligation and
14 Anadarko's and MOEX's rights under the
15 operating agreements, with regard to the
16 parties' ability to receive and respond to
17 information received about planning with
18 respect to and operations at the Macondo
19 Well.

20 Q. Have you -- have you seen this
21 paragraph before?

22 A. Yes, I have.

23 Q. Are you prepared to testify on
24 behalf of BP today regarding the topics
25 mentioned in this paragraph?

00032:01 A. Yes, I am.

Page 32:07 to 32:10

00032:07 Are you aware that in March 2008
08 there was an oil and gas lease auction for
09 MC 252-Block?

10 A. Yes, I am.

Page 32:15 to 33:04

00032:15 Q. Did you have any role in the
16 bidding process or the decisions around the
17 bidding process during that time period?

18 A. Yes. I -- I do participate in
19 all -- all lease sales that BP, you know,
20 prepares. Yes.

21 Q. Okay. What was your role in
22 this specific bid on the MC 252-Block in
23 March 2008?

24 A. My specific role is to -- it's
25 a -- it's a very involved process. But my
00033:01 specific role is to -- in my advisory
02 capacity, is to provide advice on what type
03 of bid that BP should -- should participate
04 at.

Page 34:19 to 35:01

00034:19 And do you remember the -- were
20 you aware of or do you recall the amounts
21 that's BP bid for the process?

22 A. I don't recall specific. It
23 seems like it was -- it was in the tens of
24 millions, 30 plus million dollars for the
25 bid process. I can't recall the exact

00035:01 amount.

Page 35:03 to 35:11

00035:03 And so, of course, you're aware
04 take BP ultimately won the auction; is that
05 correct?
06 A. That's correct.
07 Q. And, therefore, acquired the
08 Macondo lease in March 2008; is that
09 correct?
10 A. We were -- we were the apparent
11 high bidder in March of 2008.

Page 35:22 to 36:07

00035:22 Q. So at some point after acquiring
23 the lease, the Macondo lease -- so at some
24 point after June 1, we'll say, 2008, BP
25 decided to offer portions of its interests
00036:01 in the Macondo lease to other oil
02 companies; is that correct?
03 A. We did decide some time in 2009
04 that it's a prospect, that we would go out
05 and see if there was any -- any industry
06 interested in participating with us in --
07 in the block, yes.

Page 36:25 to 40:17

00036:25 Q. Okay. So then in 2009, the
00037:01 decision was made to offer some portions of
02 interests to some other oil companies, as
03 you said.
04 Why was that decision made?
05 A. Why was the decision made to
06 offer a portion of this or the keeping it a
07 hundred percent?
08 Q. Exactly.
09 A. It's very common practice in --
10 in the oil and gas business to offer -- to
11 bring parties in. There could be any
12 number of reasons for that. So if -- it
13 can be, you know, for costs -- cost
14 sharing.
15 Q. Okay.
16 A. Acreage trades. There's any
17 number of reasons, so.
18 But for this particular one, it
19 was kind of a combination. There was
20 acreage trades done, along with offsetting
21 some of the -- some of the addition -- some
22 of the costs.
23 Q. Okay. Were you involved in the

24 decision to offer some portions of the
25 Macondo lease to other oil companies?

00038:01 A. So involved, you mean by --
02 Q. I mean, you know, the -- or when
03 this decision was -- or when this idea was
04 being thought about and then ultimately
05 decided, were you a part of those
06 discussions and the ultimate decision to
07 offer portions of the lease to other oil
08 companies or not?

09 A. I was involved in the
10 discussions. I did not make the final --
11 the final decisions.

12 Q. Okay. Do you know how BP chose
13 which other oil companies it was going to
14 offer portions of its interest in Macondo
15 to?

16 A. So if I'm understanding your
17 question that you're asking me, how -- how
18 did we -- was I involved in how we decided
19 that?

20 Q. Well, yes. If you were
21 involved, would be sort of the first
22 question.

23 So, yes, we can go with that.
24 Were you involved?

25 A. Yes, I was involved.

00039:01 Q. Okay. So then my question is,
02 with all the oil companies that work in the
03 Gulf of Mexico, how did BP decide who they
04 were going to offer these portions of the
05 Macondo lease to?

06 A. Okay.

07 Q. I mean, I'm assuming they
08 weren't picked out of a hat. So there was
09 a, you know, decision-making process as to,
10 let's offer some to this company, let's
11 offer some to this company.

12 So I'm just curious as to how
13 that decision was made?

14 A. Okay. The -- there are
15 multiple -- there are -- multiple parties
16 were actually shown the -- the prospect.
17 So you have to go through technical
18 presentations of -- it's sometimes not too
19 dissimilar from selling a house.

20 If you're going to put up your
21 house for sale, you want to have as many
22 people to come through to actually look at
23 it, because you -- you can't predict with
24 any degree of certainty which company is
25 going to agree with your technical
00040:01 assessment.

02 So there are multiple companies
03 that -- that we did -- we did -- we did
04 bring in to look at it, and several of

05 those companies were not necessarily
06 interested for technical reasons that we
07 may not be aware of.
08 Anadarko was interested in it,
09 obviously, because they participated in --
10 in the lease sale. We knew that they had
11 done that. And BP and Anadarko also own --
12 or Kerr-McGee owns the Pompano facilities,
13 which is just to the north of Macondo.
14 It makes -- it would make sense
15 to have partner alignment when we drilled
16 the well in order to gain access to -- to
17 Pompano.

Page 44:03 to 44:09

00044:03 Q. Okay. So in that springtime
04 period when BP was offering portions of its
05 interest in the Macondo lease to other oil
06 companies, BP also made that offer to a
07 Mitsui company as well; is that correct?
08 A. Yes, we offered the opportunity
09 to -- to MOEX.

Page 46:24 to 47:03

00046:24 Okay. So what were you -- I
25 mean, it sounds like you were familiar with
00047:01 Mitsui and MOECO and perhaps MOEX Offshore
02 before this transaction regarding the
03 Macondo lease; is that correct?

Page 47:06 to 47:10

00047:06 THE WITNESS:
07 Yes. I -- I am familiar with
08 them. I have done other transactions with
09 the -- with MOEX in -- in the Gulf of
10 Mexico.

Page 47:23 to 49:06

00047:23 Q. Okay. Have you only done one
24 other transaction with these MOEX -- Mitsui
25 entities or --
00048:01 A. We've -- we have done three
02 transactions with them, including Macondo.
03 Q. Okay. What were the other two,
04 just really generally?
05 A. The first one we did with MOEX
06 was what we refer to as our Will K
07 prospect.
08 Q. Okay.

09 A. The second transaction we did
10 with them was on our Gouda prospect.

11 Q. Okay. And were both of those
12 transactions, transactions that were done
13 with MOEX Offshore 2007?

14 A. As I said, I -- I -- I don't
15 recall. I'm pretty sure it was MOEX 2007
16 on all three transactions.

17 Q. Okay. And when you negotiated
18 those transactions, were you always
19 speaking with employees -- or dealing with
20 employees of MOEX Offshore 2007, or were
21 you dealing with employees of any of the
22 other entities as well?

23 A. When you say "dealing with," I
24 just -- to be -- to be clear, I mean --
25 yes. But I've gone to Tokyo a couple of
00049:01 different times, and I'm not sure of the
02 relationships of those people that I --
03 when we were in Tokyo actually discussing
04 the terms and conditions in these
05 transactions, what their -- what their
06 affiliation is.

Page 49:09 to 51:09

00049:09 Okay. So how did it come about
10 in the spring 2009 that BP decided to offer
11 an interest in the Macondo lease to MOEX?

12 A. I had ongoing discussions with
13 MOEX from our -- from the drilling of the
14 Will K well. I also had ongoing
15 conversations with MOEX as it related to
16 our Gouda prospect. And MOEX had asked
17 several times, if there's any other
18 additional opportunities similar to
19 something like Macondo, they would be very
20 interested in looking at that opportunity.

21 Q. Okay. Did you get any sense
22 from them as to why they were so interested
23 in similar opportunities?

24 A. The opportunities they were
25 looking for were opportunities that had a
00050:01 fairly quick turn around from the time --
02 from drilling the exploration well to first
03 oil.

04 Q. Okay. Who was your primary or
05 who were your primary contacts at MOEX at
06 this time, June -- I'm sorry -- spring 2009
07 when you began speaking with them about
08 Macondo?

09 A. When we began speaking with them
10 about Macondo, it was Naoki Ishii.

11 Q. And was that your primary
12 contact with MOEX regarding Gouda and

13 Will K as well?

14 A. As to daily communications, yes,
15 that would be -- that would be -- be
16 correct. As I mentioned earlier, I had
17 other communications with -- with MOEX as
18 we were negotiating the transactions.

19 Q. Okay. Can you remember the
20 names of any of the other people that you
21 spoke with at MOEX?

22 A. In regards to --

23 Q. During any of those
24 transactions?

25 A. During any --

00051:01 Q. Will K, Gouda, or Macondo, if
02 any other names are --

03 A. Yes, I had conversations with --
04 as it relates to Will K, Gouda, and
05 Macondo, there is a -- there's a gentleman
06 by the name of Matt Pullman, who is their
07 attorney. There's Siruda-san. I think
08 it's easier to refer -- he refers to
09 himself in the name of J.B. Kagawa-san.

Page 52:25 to 53:09

00052:25 You testified earlier that

00053:01 you -- you, personally, negotiated the deal
02 or led the negotiation of the lease
03 transaction with MOEX for the Macondo
04 prospect; is that correct?

05 A. Yes, I led the negotiations for
06 the exchange agreement between the Gouda
07 prospect, where they had a -- a working
08 interest for their interest in the Macondo
09 lease.

Page 54:01 to 54:03

00054:01 (Whereupon, the document

02 referred to was marked as Exhibit No. 3006
03 for identification.)

Page 54:13 to 55:25

00054:13 Q. Okay. This document is an

14 e-mail chain between you and Naoki Ishii
15 and Michael Beirne for the most part, until
16 the first page, when it is just between you
17 and Michael Beirne.

18 And my question is about -- on
19 the first page in the middle Michael Beirne
20 is writing an e-mail to you. And he
21 writes: I am double-checking with you on
22 everything MOEX due to the sensitive nature

23 of the relationship.
24 Do you see that?
25 A. Yes, I do.
00055:01 Q. What is your understanding of
02 what is meant there by the sensitive nature
03 of the relationship?
04 A. I'm not sure what Mike Beirne
05 meant, but I can -- what I can tell you is
06 that we -- MOEX was, you know, co-owner in
07 the Macondo well, and we treated them as
08 much like any other co-owner that we would
09 anybody else.
10 Q. Okay. So there was no -- I
11 mean, here it seems that he -- Beirne is
12 double checking on things that he normally
13 would do on his own, without double
14 checking with you. And, obviously, I know
15 you can't read Mike Beirne's thoughts.
16 But does this double checking
17 with you happen with all co-owners, or was
18 it something that was done specifically in
19 the relationship with MOEX for some reason?
20 A. In that I was managing the
21 relationship with -- with MOEX, he did
22 check with me on almost all the
23 communication going out. MOEX hadn't
24 participated in a lot of wells in the Gulf
25 of Mexico.

Page 56:02 to 56:04

00056:02 A. So it -- it was -- required
03 additional support, and there was a lot of
04 questions that MOEX had.

Page 57:12 to 57:22

00057:12 Q. Okay. Was there anything
13 negative that had happened in the previous
14 negotiations regarding -- or interactions
15 regarding Will K that -- that required a
16 little bit more care or how -- anything
17 like that?
18 A. Depends on what you mean by --
19 by negative. Unfortunately, Will K was not
20 a producible well. So some people would
21 view that as negative, but that's part of
22 the oil and gas business.

Page 57:24 to 57:25

00057:24 A. But outside of the results, no,
25 there was nothing -- nothing negative.

Page 58:09 to 58:25

00058:09 Okay. So you testified that you
10 leg those negotiations on the lease
11 exchange agreement and operating agreement
12 with MOEX.
13 Who else was involved in
14 dealing -- in interacting with MOEX with
15 regard to the Macondo prospect
16 negotiations?
17 A. As to specific negotiations, it
18 was primarily myself, Mike Beirne, as we
19 can see was also involved in it, as you
20 keep talking about the actual negotiations.
21 Now, when you talk about actual
22 contracts being developed and put together,
23 then that would -- that would increase to a
24 larger group of individuals within --
25 within the company, as I mentioned earlier.

Page 60:17 to 60:19

00060:17 (Whereupon, the document
18 referred to was marked as Exhibit No. 3007
19 for identification.)

Page 61:05 to 61:16

00061:05 Q. First of all, do you recall this
06 e-mail -- this e-mail chain?
07 A. I remember parts of it. I don't
08 know that I remember all of them, no.
09 Q. Okay. So just -- if we start --
10 well, just generally, it is an e-mail
11 chain, regarding setting up a meeting with
12 some MOEX, MOECO, and knowledge reservoir
13 employees; is that correct, just in a
14 general sense?
15 A. Yes, that's what -- that's what
16 it appears to be, yes.

Page 63:17 to 63:22

00063:17 Q. Okay. All right. So this
18 meeting that was being set up here in June
19 of 2009, did that meeting actually take
20 place in June of 2009?
21 A. Yes. We did have a meeting with
22 them in 2009 to review the prospect.

Page 64:01 to 64:18

00064:01 Q. Okay. On the page ending in 17,

02 there is at the bottom of the page a list
 03 of attendees from MOECO, MOEX, and
 04 Knowledge Reservoir; do you see that?
 05 A. Yes. The list of eight people
 06 that listed here?
 07 Q. Yes.
 08 A. Addressed to Jasper?
 09 Q. Yes.
 10 A. Yes, I see that.
 11 Q. And in your recollection, were
 12 these the attendees from the -- from the
 13 MOEX side at this June 2009 meeting?
 14 A. I do seem to recall that seems
 15 to be about the right number of people, and
 16 several of the names aren't -- are
 17 familiar. So, yes, I would say that's
 18 probably, to the best of my knowledge.

Page 65:16 to 65:23

00065:16 Q. Okay. And what was the purpose
 17 of this meeting?
 18 A. The purpose of the meeting was
 19 to give them a prospect -- showing what we
 20 referred to as a prospect show and tell, to
 21 review the -- the prospect, so that they
 22 could gain some information and knowledge
 23 about it.

Page 66:05 to 66:17

00066:05 Q. Okay. And what kinds of
 06 information did you present to MOEX about
 07 Macondo at this meeting?
 08 A. The type of information that was
 09 shown is the -- it's the typical
 10 information that we will show when we're
 11 showing the prospect and any details, you
 12 know, the seismic, geological maps, all
 13 kinds of technical -- technical aspects of
 14 it.
 15 There is typically a lease
 16 summary, you know, a land map of what our
 17 future -- future plans are.

Page 66:22 to 67:10

00066:22 Was there any discussion about
 23 the well plan for the prospect?
 24 A. I can't recall specifically, but
 25 I'm -- I'm sure that we showed a well
 00067:01 schematic.
 02 Q. Okay. Anything else about the
 03 plan for the well or drilling?

04 A. I'm -- we -- I'm sure we shared
05 with them the anticipated commencement date
06 when the well would be drilled, which rig
07 we were intending to use and -- and kind of
08 some -- what our initial cost estimates
09 would -- are for the -- for the well
10 itself.

Page 70:24 to 71:05

00070:24 Q. Okay. Excellent. I'm going to
25 show you what was marked as Exhibit --
00071:01 well, what I'm marking as Exhibit 3008, and
02 it's Tab 11.
03 (Whereupon, the document
04 referred to was marked as Exhibit No. 3008
05 for identification.)

Page 71:11 to 72:20

00071:11 Q. Okay. So this -- have you seen
12 this exhibit before?
13 A. I have not seen this. I don't
14 recall seeing this exhibit before, no.
15 Q. Okay. I know that you're not on
16 the -- on the top e-mail there. But the
17 attachment to the e-mail which is this --
18 the file name is 090618 underscore, Mitsui,
19 underscore Macondo, underscore Short, dot,
20 PDF. Have you seen this presentation
21 before?
22 A. I'm sorry. Make sure I'm --
23 Q. That's -- yeah, that's the
24 attachment?
25 A. You're talking about this --
00072:01 these attachments?
02 Q. Uh-huh.
03 A. Yes, I recall seeing these
04 before.
05 Q. Is this the attachment or one of
06 the attachments that was handed out on --
07 in the June meeting with MOEX regarding
08 Macondo?
09 A. I don't know that this was
10 handed out. I think what this was, this
11 was probably sent to them at a later --
12 later date, because I don't think we would
13 hand this type of information out at the --
14 at the presentation.
15 Q. Okay. But was this the type of
16 information that was presented even if it
17 wasn't handed out?
18 A. This is a typical type of
19 information that you would present, yes, in
20 a prospect review.

Page 74:03 to 74:19

00074:03 Was there anything discussed
04 about operation of the well once it got
05 going?
06 A. I'm not sure if I follow what
07 your question --
08 Q. So who would be operating the
09 well or what rig would be used or anything
10 about the operations beyond just the well
11 design schematic that you already
12 mentioned?
13 A. Yes. We did tell them that BP
14 would be -- would be the operator. We
15 would operate it, and it would be a rig
16 within our -- within our fleet. And I
17 think at that time we were tell -- we were
18 indicating that it was going to be the
19 Marianas rig.

Page 80:23 to 81:02

00080:23 Again, I'm going to show you
24 what I'm marking as Exhibit 3010, Tab 10.
25 (Whereupon, the document
00081:01 referred to was marked as Exhibit No. 3010
02 for identification.)

Page 81:06 to 81:19

00081:06 Q. Do you recall this e-mail chain?
07 A. Not specifically, but I do -- I
08 do remember -- I do remember seeing it,
09 yes.
10 Q. Okay. So at the bottom, the
11 bottom e-mail of the original e-mail is
12 from Ishii to Beirne, cc'ing you and Tokio
13 Kachi, and it's listing the attendees from
14 JOGMEC and MOEX/MOECO; is that correct?
15 A. That is correct.
16 Q. And it looks like the meeting is
17 scheduled for December 17, 2009, at 1 p.m.;
18 is that correct?
19 A. That is correct.

Page 82:03 to 82:11

00082:03 Q. Okay. So you did not attend for
04 BP?
05 A. I don't think so.
06 Q. Okay. Do you know who attended
07 for BP?

08 A. I know that the technical team
09 that was -- it's listed on that, and there
10 were some people from the technical team,
11 and Mike Beirne definitely attended.

Page 82:16 to 82:21

00082:16 Q. Were you filled in after the
17 fact as to what occurred at this meeting?
18 A. I was -- I was told -- Mike
19 Beirne did share with me after -- after the
20 meeting that -- that they had the meeting,
21 and the meeting went well.

Page 83:04 to 83:17

00083:04 Q. So was the purpose of the
05 meeting to make a similar presentation that
06 had been made to MOEX on June -- in June
07 now to JOGMEC in September?
08 A. That is correct.
09 Q. Okay. Do you happen to know if
10 the -- if the slide show or the slide deck
11 that -- the slide deck that was
12 Exhibit 3008, that we looked at a little
13 bit before, do you happen to know if that
14 was also presented at this meeting?
15 A. I would assume that it would've.
16 We wouldn't have created a separate
17 presentation for them.

Page 85:17 to 86:07

00085:17 So the negotiation period, you
18 began to negotiate with MOEX for a
19 potential -- a partial interest in Macondo
20 in or around June of 2009, I think the --
21 the review of that; is that correct?
22 A. We were doing the prospect
23 review at that -- at that time. I wouldn't
24 say negotiations were actually taking place
25 at that time.
00086:01 Q. Okay. So when would you say
02 negotiations began to take place?
03 A. It would be sometime once Mitsui
04 had received management approval that they
05 would want -- would like to go forward.
06 And I can't recall that -- that particular
07 date.

Page 86:16 to 86:19

00086:16 Okay. Thank you.

17 (Whereupon, the document
18 referred to was marked as Exhibit No. 3012
19 for identification.)

Page 86:23 to 87:14

00086:23 Q. Do you recognize this e-mail and
24 the attached letter?
25 A. Yes, I do.
00087:01 Q. Okay. Can you explain what they
02 are?
03 A. This is a proposal letter from
04 MOEX to BP after they finished their
05 technical evaluation, indicating their
06 interest to participate in the MOEX -- into
07 the Macondo -- Macondo lease.
08 And I forwarded this on to our
09 exploration manager, Dave Raney, the
10 vice-president of exploration named Kemper
11 Howe and cc'd Mike -- Mike Beirne. Told
12 that my initial feedback is that we would
13 need to work up a counter-offer involving
14 the Gouda prospect.

Page 87:24 to 88:07

00087:24 Q. And you -- your feedback is that
25 the proposal is not acceptable; is that
00088:01 correct?
02 A. Yes, that's what I said.
03 Q. Why was it not acceptable?
04 A. The reason it was not -- the
05 reason this initial proposal would not be
06 acceptable to us is the consideration
07 involved.

Page 88:18 to 89:06

00088:18 Q. So in this negotiation period,
19 then -- so from the beginning of October,
20 until the signing, which was November 17th,
21 I believe, or 18th, or something like that,
22 so in that negotiation period, when did BP
23 tell MOEX that BP was also involved in
24 negotiating with Anadarko for partial
25 interest in the Macondo lease?
00089:01 A. I can't recall the specific date
02 when we told Mitsui that we were talking to
03 Anadarko. Mitsui was aware that we were
04 looking to bring in an additional party at
05 that -- you know, in addition to them, but
06 I can't recall a specific date.

Page 90:16 to 90:18

00090:16 Q. Okay. I'm going to show you
17 what has been previously marked as
18 Exhibit 1244. It's Tab 15.

Page 91:04 to 91:09

00091:04 Q. Can you tell me what it is, Even
05 though it says so on the front?
06 A. This is a Lease Exchange
07 Agreement between BP and MOEX Offshore
08 2007, providing for the exchange of the
09 Gouda prospect for the Macondo prospect.

Page 91:15 to 91:22

00091:15 Q. Earlier you said that you
16 negotiated -- one of the things you did
17 when you negotiated with MOEX was to
18 negotiate the lease exchange agreement.
19 So I'm just asking. Is this the
20 lease exchange agreement that you meant
21 when you said that?
22 A. Yes, sure.

Page 92:02 to 93:07

00092:02 Q. I'm going to give you what was
03 previously marked as Exhibit 1243. It's
04 Tab 16.
05 Do you recognize this document,
06 or these documents? There are two.
07 A. I can flip through them all to
08 make sure I recognize them, if that's what
09 you'd like me to do.
10 Q. Well, there's just two. One is
11 two pages, and then there's one big one.
12 A. Yes, I recognize the
13 verification joinder, and I recognize the
14 Macondo Prospect Operating Agreement.
15 Q. Okay. And is this the operating
16 agreement that you mentioned earlier when
17 you said that you helped negotiate the
18 operating agreement with MOEX on the
19 Macondo?
20 A. Yes, this appears to be the
21 Macondo prospect operating agreement that's
22 referred to.
23 Q. Have you read this document, the
24 operating agreement?
25 A. Yes, I have read the Macondo
00093:01 operating agreement.
02 Q. The entire agreement?

03 A. Yes, I have.
 04 Q. What is BP's understanding of
 05 the relationship between BP and Anadarko
 06 and MOEX Offshore under this operating
 07 agreement?

Page 93:14 to 94:05

00093:14 A. The relationship, BP, MOEX
 15 Offshore 2007, and Anadarko are co-owners
 16 of the Macondo MC-2 -- 252 lease. BP is
 17 the operator under the operating agreement;
 18 MOEX and Anadarko are nonoperators under
 19 the operating agreement.
 20 Q. Okay. What is BP's
 21 understanding of BP's obligations under
 22 this operating agreement to provide
 23 information to Anadarko and MOEX about well
 24 planning and operations at the Macondo
 25 well?
 00094:01 A. BP's obligation -- the
 02 obligation of the operator is to provide
 03 the information set forth in 5.7 under the
 04 operating agreement, if my memory is
 05 correct.

Page 94:22 to 95:16

00094:22 Okay. And as you turn the
 23 page -- well, it actually starts -- go back
 24 to 22.
 25 So if you look at section B,
 00095:01 which begins with drilling and workover
 02 reports, and then gives a long list of
 03 different things that fit into that
 04 category, do you see that it says: There
 05 are to be sent by facsimile or electronic
 06 transmission within 8 hours of well
 07 operations conducted in the preceding
 08 24-hour period?
 09 And that is exclusive of
 10 Saturdays, Sundays, and Federal holidays.
 11 Do you see where it says that?
 12 A. I guess I do see the eight --
 13 8 hours per the facsimile.
 14 Q. Okay. And -- fax and/or
 15 electronic transmission; right?
 16 A. Right.

Page 95:19 to 96:24

00095:19 And then in -- if you go down a
 20 little further, G, do you see where it
 21 says: 48 hours advanced notice of log-in

22 pouring or testing operations?
23 A. Yes, I see G.
24 Q. The operating agreement -- was
25 this operating agreement written
00096:01 specifically for Macondo, or was it based
02 on another document?
03 A. This is the -- this form is from
04 a model 2007 form. It's the AAPL Offshore
05 Model 8/10/2000 form.
06 Q. Okay.
07 A. Okay. It was the same -- same
08 basic identical form that was used at the
09 Gouda prospect. There were a few minor
10 changes that needed to be made for it to
11 fit for Macondo, such as the, you know,
12 Exhibit A, for describing the contract
13 area.
14 Q. Okay. Was this the form that
15 was used for Will K as well?
16 A. Yes, this -- this was -- it
17 was -- we used the model 2007, 8/10 form
18 for -- for Will K.
19 Q. Okay. So when you were
20 modifying the model for Macondo, do you
21 recall if any changes were made to section
22 5.7 that we just looked at?
23 A. I do not recall any changes
24 being made to 5.7.

Page 97:09 to 98:09

00097:09 Q. Okay. If you could, turn to the
10 page with the Bates number ending 1836, all
11 the way towards the back.
12 A. Okay.
13 Q. This page has Exhibit K, health,
14 safety and environment; is that correct?
15 A. Yes, that's what it says at the
16 top.
17 Q. Was this exhibit part of the
18 form -- model form that you based this
19 operating agreement on?
20 A. This is the same exhibit that
21 was at Gouda -- I seem to recall it was at
22 Will K. I don't know if the model has an
23 Exhibit K, but it may -- it may have. I
24 would have to look at the -- look at the
25 website.
00098:01 Q. Okay. If something is in the
02 operating agreement that did not come from
03 the model, is there some -- somewhere else
04 it would've come from, or would it have
05 been written specifically for this?
06 A. Exhibit K was not written
07 specifically for this.

08 Q. Okay.
09 A. For -- for Macondo.

Page 100:19 to 101:04

00100:19 Q. Okay. If you turn to a page
20 with the Bates number ending 202.
21 A. Okay.
22 Q. And you look at the technical
23 work that can be shared and then technical
24 work that cannot be shared.
25 Did you read this when you were
00101:01 looking at this document yesterday?
02 A. I didn't read -- I just flipped
03 -- I flipped through it. I didn't read
04 every single line, no.

Page 101:18 to 102:12

00101:18 Q. So, while we were changing the
19 tape, I asked you to read section 2.1 and
20 2.2 of the exhibit that we're on now,
21 3012 -- I'm sorry, -- the Exhibit that was
22 previously marked 1261.
23 Did you get a chance to do that?
24 A. Yes, I've read it.
25 Q. Great. Thank you.
00102:01 And if you can just go to the
02 operating agreement exhibit, which is right
03 in front of you, 1243, and turn to that
04 section 5.7 that we discussed earlier.
05 A. Okay.
06 Q. So in this draft document, how
07 do the types of information that the --
08 that the draft document suggests can and
09 cannot be shared with partners compare to
10 the types of information that the operating
11 agreement contemplates can be shared with
12 partners?

Page 102:16 to 102:16

00102:16 How does it compare?

Page 102:18 to 103:06

00102:18 Q. Uh-huh. So --
19 A. Can you help me understand the
20 question a little better?
21 Q. Sure. If you were to -- if you
22 were to follow the suggestions that are in
23 the draft document, sharing information
24 that it says can be shared and not sharing

25 the information in section 2.2, where it
 00103:01 says that cannot be shared, would you need
 02 to make any changes to the operating
 03 agreement that you have -- Macondo
 04 operating agreement to adjust the amount of
 05 information that the operating agreement
 06 contemplates sharing?

Page 103:10 to 103:19

00103:10 I could not change the Macondo
 11 operating agreement without the consent of
 12 both of Anadarko and MOEX.
 13 Q. I understand. What I mean is,
 14 does this draft suggests a broader scope of
 15 information to be shared with partners or a
 16 narrower scope of information to be shared
 17 with partners than the scope of information
 18 to be shared with partners that is written
 19 in the Macondo operating agreement?

Page 103:22 to 103:25

00103:22 THE WITNESS:
 23 I'm really having a difficult
 24 time discussing the scope of this 2.1. I
 25 didn't -- I didn't write it.

Page 104:03 to 104:05

00104:03 A. It's the first time I've seen
 04 it, okay. But I can't tell you what the
 05 scope is under the operating agreement.

Page 104:18 to 104:22

00104:18 Is there anything in this
 19 section 2.2, technical work that cannot be
 20 shared that the Macondo operating agreement
 21 contemplates can be share with partners
 22 Anadarko and MOEX?

Page 105:01 to 105:10

00105:01 If you're asking me is there a
 02 difference between what's in 2.2 versus the
 03 Macondo operating agreement, then, yes,
 04 there is -- there are some differences in
 05 wording.
 06 Q. Is there -- okay, in wording.
 07 Is there anything listed in 2.2
 08 that is listed in 5.7 of the Macondo
 09 operating agreement as information that

10 will be provided to partners?

Page 105:13 to 105:22

00105:13 THE WITNESS:
14 The Macondo operating agreement
15 in 5.7, I think, is clear; that the
16 operator shall, as soon as reasonably
17 practicable to the extent, if permission
18 has been obtained, to receive a furnished
19 list of participating -- the information
20 listed. In addition, upon written request,
21 the non-ops can make a request to the
22 operator to supply that information.

Page 108:20 to 108:24

00108:20 Okay. With regard to the
21 Macondo operating agreement, do you know if
22 Anadarko or MOEX ever acted on any of the
23 rights that are given to them in this
24 health, safety, and environment section?

Page 109:02 to 109:06

00109:02 THE WITNESS: Without reading every
03 bit of this, which I can do, but I don't
04 recall any -- any correspondence between
05 Anadarko and MOEX when we were negotiating
06 the operating agreement to get to this.

Page 109:08 to 109:17

00109:08 Q. What I mean more is, do -- do
09 you know if Anadarko or MOEX exercised any
10 of the rights; for example, whether they,
11 you know, requested a meeting where an
12 overview of the health, safety, and
13 environmental management systems were
14 given? Or -- that's one example that's in
15 Section 2.
16 Do you know if they ever called
17 such a meeting, Anadarko or MOEX?

Page 109:21 to 109:25

00109:21 I don't -- I don't remember
22 receiving any correspondence, requesting a
23 meeting to review the overview of plan for
24 the -- for the non-operators that you're
25 referring to.

Page 110:02 to 110:07

00110:02 Q. Okay. And do you know if
03 Anadarko or MOEX, for example, exercised
04 the right in No. 6, which is a review of
05 HSE statistics?
06 Do you know that?
07 A. I don't -- I don't recall.

Page 111:07 to 113:08

00111:07 Q. Okay. You can set that one
08 aside.
09 So we talked -- we went through
10 the lease negotiations from the beginning
11 to getting to the operating agreement with
12 MOEX. And so I just want to go back a
13 little bit just to cover it with Anadarko.
14 You testified in the beginning
15 that you were less involved with the
16 negotiations with Anadarko; is that
17 correct?
18 A. I did not lead the issues
19 with -- with Anadarko's.
20 Q. Okay. What was your role in
21 the -- in the negotiations of the -- with
22 Anadarko regarding a partial interest in
23 the Macondo lease?
24 A. My role is -- was more of an
25 advisory role to ensure that the contracts
00112:01 that we were entering into or had entered
02 into with MOEX are consistent with the
03 Anadarko negotiations.
04 Q. Okay. Can you flush that out a
05 little bit for me, what you mean by the
06 negotiations with MOEX being consistent
07 with negotiations with Anadarko?
08 A. Meaning that -- as I -- as I
09 said, we did -- as you know, we did the
10 MOEX negotiations first. There's an
11 agreement entered into between MOEX and BP
12 for the operating agreement.
13 And then at the tail end of
14 that, we concluded the negotiations with
15 Anadarko. So Anadarko needed to ratify
16 that. They would need to make sure that
17 there wasn't any conflicts between, you
18 know, the contractual terms as a like-kind
19 of exchange between us and MOEX and in
20 terms that we entered into with Anadarko.
21 Q. Okay. Who was -- you had an
22 advisory role, you said.
23 So who was the main -- well, who
24 were the BP people that were working on --
25 that were also working on the negotiation

00113:01 with Anadarko regarding the Macondo lease?
02 A. The negotiations for the
03 Anadarko transaction was led by Kemper Howe
04 and Mike -- Mike Beirne.
05 Q. Okay. So did they handle the
06 day-to-day communications and negotiations
07 with Anadarko?
08 A. That is correct.

Page 113:24 to 114:16

00113:24 Q. Sure. You told me that you
25 negotiated the lease exchange agreement
00114:01 between BP and MOEX; is that correct?
02 A. That's correct.
03 Q. Okay. So did you have a similar
04 role in the lease exchange agreement
05 between BP and Anadarko or no?
06 A. No, I did not have the same --
07 the same role.
08 Q. Okay. So how is the role
09 different?
10 A. My role in Anadarko was
11 reviewing the contracts, along with Kemper
12 Howe and Mike -- Mike Beirne and our
13 attorney.
14 Q. Okay. So you weren't involved
15 in the actual discussion of the contractual
16 language for Anadarko?

Page 114:22 to 114:22

00114:22 What --

Page 114:24 to 115:11

00114:24 Q. I mean, correct me if I'm wrong.
25 If that's not right, then --
00115:01 A. No. When you say actual
02 contractual language, I mean, it's all
03 contractual language. So, yeah, I'm sure I
04 had some input into some of the contractual
05 language.
06 Q. Okay.
07 A. Not to the extent that Kemper or
08 Mike would have been.
09 Q. And not to the extent that you
10 did with the MOEX?
11 A. I think -- yes, that is correct.

Page 115:14 to 116:24

00115:14 So as you said, Anadarko

15 ratified and joined the operating agreement
 16 that MOEX and BP had already entered into;
 17 is that correct?
 18 A. That is correct.
 19 Q. Did Anadarko have any
 20 opportunity to request any changes to the
 21 language of the operating agreement?
 22 A. Yes. Everyone, when you enter
 23 into an operating agreement, has the
 24 opportunity to request changes.
 25 Just as so, when we moved the
 00116:01 operating agreement from Gouda to Macondo,
 02 MOEX could've requested changes for that,
 03 and Anadarko was also in the Gouda
 04 Prospect. So the JOA that they saw at
 05 Gouda was the same joint operating
 06 agreement we had at Macondo. So, yes,
 07 Anadarko could've made -- could've made
 08 comments.
 09 Q. Okay. So is this before -- so
 10 before they -- after BP and MOEX have
 11 signed it, but before Anadarko has signed
 12 the joinder, Anadarko had a chance to make
 13 changes to the agreement that was already
 14 signed by MOEX and BP?
 15 A. We provided a copy of the
 16 operating agreement, from which -- I'm sure
 17 we did. Because anybody who was entered
 18 into it, wanted -- wants the ability to
 19 review the contract before they entered
 20 into it.
 21 Q. Okay. Did Anadarko request any
 22 changes to the language of the operating
 23 agreement?
 24 A. Not that I'm aware of.

Page 118:05 to 118:10

00118:05 Q. Okay. Do you recall generally
 06 from the negotiation process whether either
 07 Anadarko or MOEX had questions or concerns
 08 about the information that would be
 09 provided to them about operations at
 10 Macondo?

Page 118:13 to 118:16

00118:13 THE WITNESS:
 14 I don't recall any conversations
 15 or concerns as to the operating agreement
 16 and the information to be provided.

Page 125:08 to 125:10

00125:08 (Whereupon, the document
 09 referred to was marked as Exhibit No. 3015
 10 for identification.)

Page 125:12 to 127:02

00125:12 Q. Do you recognize this document?
 13 A. Yes, I do.
 14 Q. Can you tell me what's going on
 15 here?
 16 A. There was a request by MOEX for
 17 the -- for a Macondo pre-drill -- pre-drill
 18 plan, and Mike was asking Mark Hafle if we
 19 had a -- he said he's currently fixing the
 20 well, and I'll put something together
 21 similar to Will K and send it your way.
 22 And he goes on to say, on past
 23 GoMX wells, we only supply the wellbore
 24 diagrams to partners; we've never given our
 25 drilling procedures unless the JOA
 00126:01 specifically spells that requirement, I do
 02 not think we should send it.
 03 Q. Okay. And then Mike Beirne goes
 04 on to ask you if you have any thoughts
 05 about whether BP should or needs to provide
 06 their detailed for drilling procedures; is
 07 that correct?
 08 A. That is what the e-mail says;
 09 that's correct.
 10 Q. Did you respond to Mr. Beirne?
 11 A. Yes, I did. I recall responding
 12 to Mike, pointing out that the -- the
 13 Macondo well plan, an AFE was agreed to in
 14 like-kind exchange agreement between MOEX
 15 and BP.
 16 Q. I'm sorry. Can you say that one
 17 more time?
 18 A. The well plan and the AFE for
 19 the Macondo well had been agreed to in the
 20 like-kind exchange agreement.
 21 Q. So that for that reason, they
 22 would not have to provide any additional
 23 information? Is that what you're saying?
 24 A. I'm -- what I'm saying is that
 25 we provided the information that's required
 00127:01 under the operating agreement to MOEX, and
 02 that was agreed in the like-kind exchange.

Page 127:19 to 127:24

00127:19 Q. Okay. Is -- is it your
 20 understanding that MOEX is asking for
 21 something that you've already provided?
 22 Or is it your understanding that
 23 MOEX is asking for something more than what

24 you've already provided?

Page 128:03 to 128:04

00128:03 Q. More detailed, I'll say, than
04 what you've already provided?

Page 128:08 to 128:11

00128:08 My understanding of what MOEX is
09 asking for is a more detailed plan than
10 what was agreed in the like-kind exchange
11 agreement.

Page 128:16 to 128:18

00128:16 (Whereupon, the document
17 referred to was marked as Exhibit No. 3016
18 for identification.)

Page 128:23 to 130:13

00128:23 Q. Okay. Let's go to the page that
24 ends in Bates 811. It's the last page of
25 the e-mail.

00129:01 A. Okay.

02 Q. Okay. So in this e-mail, Mike
03 Beirne is e-mailing Naoki Ishii about the
04 Horizon contract. Do you see that?

05 A. Yes.

06 Q. Do you know if BP ever did send
07 MOEX the drilling contract that Ishii had
08 asked for?

09 A. I seem to recall that, yes, the
10 drilling contract was sent, but the date
11 when we sent it, I can't -- I can't recall
12 the date we sent.

13 Q. Okay. So turn to the previous
14 page that ends with 810. And here Ishii
15 is -- well, you can see that it's Ishii,
16 and then it's cut off by the page -- on the
17 page previous.

18 But Ishii is e-mailing to Beirne
19 and Hiroto Kanno and cc'ing you, and asking
20 a series of questions about the Macondo
21 status, well plan, and rig contract.

22 You see that?

23 A. In number 3? Is it the --

24 Q. It's just listing the three.

25 A. Oh, okay.

00130:01 Q. The status, well plan, and the
02 contract.

03 A. Yes.

04 Q. So in No. 2, he writes: We
 05 would like to receive a pre-spud well
 06 drilling plan for Macondo as the one we
 07 were given for Will K.
 08 You see that?
 09 A. Uh-huh.
 10 Q. Was the drilling plan that BP
 11 provided to MOEX for Will K, more detailed
 12 than the drilling plan that BP provided to
 13 MOEX for Macondo?

Page 130:17 to 130:22

00130:17 It appears that looking at the
 18 -- at the Will K prospect drilling
 19 operations program, it appears to have a
 20 lot more pages, and I assume there is --
 21 there appears to be a lot more detail in
 22 this one.

Page 132:04 to 132:06

00132:04 Do you know if MOEX was ever
 05 sent the more detailed well plan that they
 06 were requesting?

Page 132:11 to 132:12

00132:11 I don't -- I don't know if there
 12 ever was or not.

Page 134:17 to 136:12

00134:17 Q. Okay. And in your capacity
 18 currently, are you involved in any
 19 organization, professional organizations?
 20 A. Yes, I'm a member of the OCS
 21 Advisory Board.
 22 Q. And how long have you been a
 23 member of that board?
 24 A. About seven years.
 25 Q. And what is your responsibility
 00135:01 as a member of that board?
 02 A. On the OSC Advisory Board, I am
 03 a -- on the general committee. There's
 04 different subcommittees that are set up
 05 underneath the OCS Advisory Board, and I
 06 have chaired the forms committee for the
 07 last -- the last year. And I've served on
 08 the new initiative ideas and other -- and I
 09 think the Washington DC committee.
 10 Q. Can you tell me what the forms
 11 committee is?

12 A. The forms committee is -- is a
 13 committee that develops model form
 14 agreements for the -- for the deepwater --
 15 for the offshore, OCS.

16 Q. And this is the agreement you
 17 testified about earlier, the model
 18 operating agreement?

19 A. Yes. The AAPL-810 2007 form,
 20 correct.

21 Q. So you were involved in
 22 formulating that model agreement?

23 A. That is correct. I did
 24 participate in the redrafting of that
 25 agreement in 2000 -- it occurred in 2005
 00136:01 and 2006.

02 Q. Do you know about how many
 03 members are on this forms committee?

04 A. The forms committee has
 05 approximately four individuals. And then
 06 when you undertake a large agreement like
 07 the operating agreement, we will bring in
 08 the rest of other committee members,
 09 participants to help -- help go -- go
 10 through -- through the agreement. Then it
 11 also goes out to industry for comment as
 12 well.

Page 137:23 to 138:02

00137:23 Q. Okay. And Article 4.4.2 is the
 24 a removal for cause by vote article?
 25 And these circumstances specify
 00138:01 the circumstances under which an operator
 02 can be removed; is that correct?

Page 138:08 to 138:11

00138:08 Q. Okay. And one of these
 09 circumstances is for a substantial breach
 10 of the material provision of the operating
 11 agreement; is that correct?

Page 138:15 to 138:17

00138:15 Yes, 4.4.2(b) says that the
 16 operator -- the operator commits a
 17 substantial breach material provision.

Page 141:22 to 142:19

00141:22 Q. Okay. Let's turn to Article 5,
 23 which begins on page 20, and specifically
 24 Article 5.2 -- sorry -- the next page,

25 workman-like conduct.
 00142:01 And this -- this provision, if
 02 you could read the first sentence of this
 03 provision.
 04 A. The operator shall timely
 05 commence and conduct all activities or
 06 operations in a good and workman-like
 07 manner as a prudent operator under the same
 08 or similar circumstances.
 09 Q. Actually, if you could keep
 10 reading the next two sentences as well.
 11 A. The operator shall not be liable
 12 to the nonoperating parties for losses
 13 sustained or liabilities incurred, except
 14 as may be -- as may result from the
 15 operator's gross negligence or willful
 16 misconduct. Unless otherwise provided in
 17 this agreement, the operator shall consult
 18 with the nonoperating parties and keep them
 19 informed of important matters.

Page 142:25 to 143:12

00142:25 Q. What is BP's understanding of
 00143:01 its obligations to keep the partners
 02 informed of important matters?
 03 What would BP consider to be an
 04 important matter to inform the other
 05 partners about, under this provision?
 06 A. I think important matters can
 07 be -- obviously, it includes drilling
 08 operations. It includes all types of
 09 operations. It can be matters related to
 10 information between the MMS and BOEM. It's
 11 all -- it's all matters relating to the
 12 contract at hand.

Page 144:07 to 144:12

00144:07 If a partner felt that BP was
 08 not conducting activities or operations in
 09 a good and workman-like manner, what
 10 options would it have?
 11 Could it, for example, come to
 12 BP with those concerns?

Page 144:16 to 144:17

00144:16 THE WITNESS:
 17 Yes, they could.

Page 145:06 to 145:17

00145:06 Q. If they were -- if a partner was
07 concerned about the safety of a particular
08 drilling operation that they had learned
09 about through information that BP has
10 provided, and who would they go to as --
11 you know, at first, with that concern,
12 within BP?
13 A. I can't comment for all BP, but
14 I can -- I can tell you, if I received
15 correspondence from a co-owner, I would,
16 you know, go to my -- directly to my
17 vice-president of exploration.

Page 148:03 to 148:06

00148:03 But during the course of -- did
04 MOEX request information that it believed
05 it was entitled to but that BP had not
06 provided?

Page 148:13 to 148:19

00148:13 There was correspondence between
14 MOEX and BP, requesting additional
15 information as to the drilling plan, as I
16 testified to earlier.
17 I think BP provided the
18 information that it was required to provide
19 MOEX under the operating agreement.

Page 150:06 to 150:16

00150:06 Article 7.3 provides, in certain
07 circumstances, for partners to have access
08 to the rig; is that correct?
09 A. Yes. 7.3 allows for the
10 nonoperating parties to have access to --
11 to the rig.
12 Q. Do you know if -- with respect
13 to the Deepwater Horizon, if MOEX or
14 Anadarko took advantage of that provision?
15 A. I don't recall them taking
16 advantage of that -- that opportunity.

Page 155:11 to 155:19

00155:11 Q. Let's actually turn to Article
12 10, which is the exploratory well
13 provision.
14 And Article 10.1.4 provides for
15 once an exploratory well is commenced, the
16 operator shall drill the well with due
17 diligence to its objective depth and then

18 it provides for certain provisions. Is
19 that what that means? Is that correct?

Page 155:24 to 156:01

00155:24 10.1.4 says that the explore --
25 the operator is required to drill with due
00156:01 diligence to the objective depth.

Page 157:02 to 157:04

00157:02 Q. So Article 2.4.6 states that the
03 objective depth criteria are set forth in
04 the AFE for the well; is that correct?

Page 157:08 to 157:15

00157:08 The objective depth states it's
09 the shallow of the total footage to be
10 drilled by that well measured in true
11 vertical subsea depth or the penetration by
12 the drill bit to the base of the deepest
13 target formation or interval in that well
14 is the depth the target formation or
15 interval as stated in the AFE for the well.

Page 157:17 to 157:21

00157:17 Q. And is it your -- is it your
18 understanding that in the AFE for the well,
19 for Macondo, that that information about
20 the objective depth was set forth in the
21 AFE?

Page 158:01 to 158:01

00158:01 I would need to look at the AFE.

Page 158:05 to 159:11

00158:05 MR. BOLES:
06 Before we go off the record,
07 though, I just think we should talk a
08 little bit more about Exhibit 1243, the
09 Macondo Operating Agreement --
10 MS. HARVEY:
11 Right.
12 MR. BOLES:
13 -- where you noted that in the
14 version that --
15 MS. HARVEY:
16 Was previously introduced.

17 MR. BOLES:
 18 -- was missing a page 18.
 19 MS. HARVEY:
 20 Yes.
 21 MR. BOLES:
 22 And I understand the desire to
 23 have page 18 in the exhibit, but my hunch
 24 is that in previous depositions where it
 25 was used, it may have been missing page 18.
 00159:01 So I think that if we -- I don't object to
 02 the idea of adding page 18 to make the
 03 Macondo Operating Agreement complete for
 04 purposes of this deposition, but I think we
 05 ought to call it a new exhibit number, so
 06 that we're not deciding here between us
 07 what was part of Exhibit 1243 in a prior
 08 deposition where, at least, I wasn't in
 09 attendance and don't know. Is that --
 10 MS. HARVEY:
 11 I think that makes sense.

Page 161:24 to 162:02

00161:24 And 1243A, just to be clear for
 25 today, has as part of it page 18 of the
 00162:01 original document, which is Bates number, I
 02 believe, ending in 1628.

Page 163:05 to 163:13

00163:05 Q. Good afternoon. Before we get
 06 to some questions, before the break there
 07 was a discussion about a missing page in
 08 the operating agreement. And so we have
 09 entered for now that page, number 18, as
 10 13 -- sorry, 1243A.
 11 (Whereupon, the document
 12 referred to was marked as Exhibit No. 1243A
 13 for identification.)

Page 163:20 to 164:07

00163:20 Q. Yes. You discussed earlier a
 21 June meeting that you had with members --
 22 representatives of Mitsui and MOEX in 2009;
 23 is that correct?
 24 A. That is correct.
 25 Q. And after that meeting, were
 00164:01 there subsequent requests for information
 02 from representatives of Mitsui or MOEX?
 03 A. I'm sure there were telephone
 04 conversations, but I can't -- I can't
 05 recall if there was specific --
 06 specifically, but there could -- could've

07 been.

Page 164:11 to 164:24

00164:11 Q. It's an e-mail chain dated from
12 the end of June. If you could turn your
13 attention to the second page in the first
14 e-mail in the chain, that appears to be
15 from Tokio Kachi to Jasper Peijs; is that
16 correct?
17 A. Yes, to Jasper. That is
18 correct.
19 MS. HARVEY:
20 And we're going to mark this as
21 Exhibit 3017.
22 (Whereupon, the document
23 referred to was marked as Exhibit No. 3017
24 for identification.)

Page 165:01 to 166:15

00165:01 Q. And it's -- the subject of the
02 e-mail is Macondo data room on June 19th;
03 is that correct?
04 A. Yes, it is.
05 Q. And in this e-mail, Mr. Kachi
06 appears to be asking some follow-up
07 questions about the Macondo prospect; is
08 that correct?
09 A. Yes. That's what it appears to
10 be.
11 Q. Okay. If you could read bullet
12 No. 4, starting "additional technical
13 questions," please?
14 A. Number 4, additional technical
15 questions. A close look at Slide 18, pore
16 pressure at M56 shows high pressure below
17 the depth of 18,000 feet.
18 Which driving mechanism in the
19 M56 reservoir do you expect, natural
20 depletion or water drive? Please let us
21 know the background that you think -- I
22 assume that minimum and ML, R.F. are
23 30 percent and 15 percent, respectively.
24 What drilling hazard in the high
25 pressure zone do you anticipate? If there
00166:01 is, do you have countermeasures for it in
02 the deepwater area?
03 Q. Thank you. Do you recall
04 whether anybody from BP responded to
05 Mr. Kachi's question about the drilling
06 hazards in the high pressure zone?
07 A. I don't -- I don't recall. He
08 could have. I don't recall.
09 Q. Do you recall generally at any

10 point MOEX asking questions about the
11 safety issues related to the drilling of
12 the Macondo prospect?
13 A. I don't recall MOEX asking
14 questions relating to the -- to the safety
15 of the drilling of the Macondo well.

Page 167:13 to 167:15

00167:13 Q. But to your knowledge, you don't
14 recall this particular question being
15 answered by somebody at BP?

Page 167:19 to 167:20

00167:19 Q. The question No. 4, after
20 additional technical questions?

Page 167:23 to 167:25

00167:23 THE WITNESS:
24 I don't -- I don't know if it
25 was or not.

Page 168:02 to 168:11

00168:02 Q. Okay. Although -- as far as you
03 know, if an -- if a request for information
04 like this came in about a technical aspect
05 of the well, would you try to provide an
06 answer to Ishii or somebody else at MOEX?
07 A. As far as I know, when we --
08 when we have questions regarding a
09 prospect, we -- we try to answer those to
10 the best of our -- best of our abilities,
11 if we have -- have the information.

Page 172:11 to 173:22

00172:11 Q. Okay. You said you served on
12 the OCS Advisory Board, the committee with
13 new ideas, initiatives, and actions.
14 Can you tell me about your role
15 on that board, that committee?
16 A. As to that subcommittee under
17 the OCS Advisory Board?
18 Q. Uh-huh (affirmative).
19 A. Yes, the new initiative. We
20 prepared a website, putting the model form
21 contracts out on the website and then
22 organized OCS seminars and bring those to
23 the -- forward for the industry's
24 participation.

25 Q. Had the model contracts been
00173:01 revised since April 2010?
02 A. You're referring to the
03 operating agreement?
04 Q. Uh-huh (affirmative).
05 A. No, it has not.
06 Q. Okay. Earlier you testified
07 that MOEX was looking for opportunities
08 that had a quick turn around from
09 exploration to oil?
10 A. Yes, I did.
11 Q. And is that any different
12 from -- or how is that different from other
13 companies?
14 A. Some companies who have more of
15 an exploration program in the Gulf of
16 Mexico may be looking for, you know,
17 host-type facility prospects, where Macondo
18 was not going to be a host-type facility.
19 It was going to be a tie-back to an
20 existing facility, such at the timing from
21 discovery to first oil is much -- is much
22 shorter.

Page 175:06 to 177:11

00175:06 I'm going to hand you what is
07 labelled BP-HZN-2179-MDL 01873163, which
08 we'll mark as Exhibit 3018.
09 (Whereupon, the document
10 referred to was marked as Exhibit No. 3018
11 for identification.)
12 EXAMINATION BY MS. LeGRAND:
13 Q. And this document is entitled an
14 Annual Individual Performance Assessment.
15 And I'd like to draw your
16 attention to the first box, which is
17 labelled 1, and there under the heading of
18 Mid-Year Performance Conversation. If you
19 want to read that paragraph, I'll give you
20 a moment to read that.
21 In that paragraph, do you see
22 the reference to the site visits to the
23 Deepwater Horizon drilling rig?
24 A. Yes, I do.
25 Q. How often did you visit the
00176:01 Deepwater Horizon?
02 A. I visited the Deepwater Horizon
03 rig one time.
04 Q. Do you remember exactly when
05 that was?
06 A. 2006, 2007, maybe.
07 Q. Okay. Did you go by yourself,
08 or did other people accompany you?
09 A. No. There was other people that

10 accompanied us out there.
 11 Q. Do you remember who?
 12 A. There was the exploration
 13 manager at the time, his name was Larry
 14 Archibald. There was a representative from
 15 Transocean, and I cannot recall what his --
 16 what his name was.
 17 Q. Do you remember his role?
 18 A. He was the HSE-type manager. I
 19 don't remember the exact title.
 20 Q. Okay. What was the purpose of
 21 the visit?
 22 A. The purpose of the visit was, I
 23 had never been to a dynamically positioned
 24 rig before. I wanted to see what one
 25 actually looked like, and I went with Larry
 00177:01 Archibald just to visit the site and, you
 02 know, make any comments as to safety issues
 03 we may -- we may have seen.
 04 Q. Did you see any issues?
 05 MR. BOLES:
 06 Object to the form, and I also
 07 object it's beyond the scope of the
 08 30(b)(6) deposition.
 09 THE WITNESS:
 10 I don't recall whether I did or
 11 not.

Page 177:13 to 178:05

00177:13 Q. Are you familiar with the
 14 Deepwater Horizon's reputation within BP as
 15 being one of the stellar rigs in the fleet?
 16 MR. BOLES:
 17 Object to the form. Object it's
 18 beyond the scope of the 30(b)(6)
 19 deposition.
 20 THE WITNESS:
 21 I've heard it -- I've heard it
 22 mentioned within -- within BP.
 23 EXAMINATION BY MS. LeGRAND:
 24 Q. And you don't have any reason to
 25 disagree with it?
 00178:01 MR. BOLES:
 02 Same objections.
 03 THE WITNESS:
 04 I'm not a drilling engineer.
 05 No, I probably wouldn't.

Page 178:07 to 181:23

00178:07 Q. What did you see and do when you
 08 were on the rig?
 09 A. Spent the night, walked around,
 10 looked at all the various different

11 equipment, went to the drilling -- the
12 drilling floor, went to the -- I can't
13 remember what you call the -- where all the
14 controls are, and they explained how -- how
15 the dynamically positioned worked.
16 And then I went to the
17 cafeteria, ate some food, spent the night,
18 and flew out the next -- the next morning.
19 Q. Did you receive a safety
20 orientation when you arrived at the rig?
21 A. Yes, I did.
22 Q. Let's see. You've talked a
23 little bit about your participation on the
24 OCS Advisory Board.
25 How is it that you became a
00179:01 member of that group?
02 A. The OCS Advisory Board is --
03 it's by invitation.
04 Q. In that capacity, do you
05 interact at all with IADC or any other kind
06 of drilling-type industry group?
07 A. I don't, no.
08 Q. Do you know of anyone at BP that
09 does?
10 A. (No response.)
11 Q. Or serves on kind of a
12 counterpart committee with contracts
13 relating to IADC as opposed to maybe OCS?
14 A. I would assume so, but I don't--
15 I don't know.
16 Q. In developing the model form,
17 what was the baseline, if you will, or what
18 inputs went into creating that model form?
19 How did you derive that?
20 MR. BOLES:
21 Object as beyond the scope of
22 the 30(b)(6).
23 THE WITNESS:
24 Would you like me to describe
25 the process of how we -- what we did, how
00180:01 we went --
02 EXAMINATION BY MS. LeGRAND:
03 Q. Yes, that'd be great.
04 A. -- went through it and the steps
05 all along the way.
06 MR. BOLES:
07 Same objection.
08 THE WITNESS:
09 We took the -- the 2000 form and
10 recognized that there was -- there was some
11 changes that needed to be made. The --
12 myself and a couple of other individuals
13 put together kind of a bullet point list of
14 the issues that we ought to consider,
15 brought together a large -- a larger group
16 to see if they had any input, went to

17 industries to see if they had any input of
 18 changes that may need to be made to the
 19 operating agreement.
 20 And then it took up a little
 21 over a year to go through and make those --
 22 those modifications.
 23 Q. Were there any particular
 24 modifications that were driving the
 25 revision, the second kind of iteration, if
 00181:01 you will, of that form contract?
 02 MR. BOLES:
 03 Same objection.
 04 THE WITNESS:
 05 Yes, the -- the most significant
 06 changes made in the contract dealt with
 07 Article 12.
 08 EXAMINATION BY MS. LeGRAND:
 09 Q. Okay. And Article 12 related
 10 to?
 11 A. How you go through what you have
 12 in an appraised field, and you move into a
 13 development -- into the development
 14 approval process.
 15 Q. So do you recall specifically if
 16 any of the indemnity provisions, namely
 17 those in Article 22, changed or did those
 18 stay in the system?
 19 MR. BOLES:
 20 Object as beyond the scope of
 21 the 30(b)(6).
 22 THE WITNESS:
 23 I can't remember.

Page 181:25 to 184:11

00181:25 Q. I'm going to hand you what's
 00182:01 been previously marked as Exhibit 2330, and
 02 I apologize, I have that one copy of it,
 03 but I think it's been referenced earlier
 04 today.
 05 And if you'll look at Article
 06 22.5, do you recognize that particular
 07 provision as the model form agreement as
 08 being consistent with your recollection?
 09 MR. BOLES:
 10 Same objection.
 11 THE WITNESS:
 12 I'm sorry. Can you -- I don't
 13 understand the question.
 14 EXAMINATION BY MS. LeGRAND:
 15 Q. Sure. Is that a fair
 16 representation of what you recall as being
 17 the liability for damages provision in the
 18 model form agreement?
 19 Does that comport with your

20 recollection?
 21 MR. BOLES:
 22 Object to the form and beyond
 23 the scope of the 30(b)(6).
 24 EXAMINATION BY MS. LeGRAND:
 25 Q. When you reviewed the -- the
 00183:01 documents before?
 02 MR. BOLES:
 03 Object to the form and beyond
 04 the scope of the 30(b)(6).
 05 THE WITNESS:
 06 Looking at this and looking at
 07 the footer, I would -- I can only say I
 08 guess it is. Could be. I don't know.
 09 EXAMINATION BY MS. LeGRAND:
 10 Q. And is it fair to characterize
 11 this as being an indemnity -- basically an
 12 indemnity agreement for which gross
 13 negligence indemnity is accept -- expressly
 14 accepted?
 15 MR. BOLES:
 16 Same objections.
 17 THE WITNESS:
 18 I don't know if I can or not.
 19 EXAMINATION BY MS. LeGRAND:
 20 Q. So you helped prepare the form,
 21 and you're familiar with the form?
 22 A. Yes, I am familiar with the
 23 form, but not every aspect of it, because
 24 we do have other folks involved from
 25 various legal departments to input on it.
 00184:01 Q. Who would've been involved in
 02 this particular provision of the agreement,
 03 drafting that particular provision?
 04 MR. BOLES:
 05 Object as beyond the scope.
 06 THE WITNESS:
 07 I don't -- I don't know if this
 08 -- if this portion of the agreement was
 09 actually amended. So I don't know if
 10 anyone even -- even looked at. It wasn't
 11 during the revision.

Page 184:13 to 186:20

00184:13 Q. How many joint operating
 14 agreements have you executed in the
 15 30 years or so that you've been doing land
 16 negotiations?
 17 A. In the Gulf of Mexico, probably
 18 more than -- more than 10.
 19 Q. Okay. And you testified earlier
 20 that you had read the entire Macondo
 21 Operating -- Joint Operating Agreement; is
 22 that correct?

23 A. Yes, I have read this.
 24 Q. Is that generally your practice
 25 when you sign a joint operating agreement
 00185:01 on behalf of BP, that you read the entire
 02 agreement?
 03 A. Yes, I do read the entire
 04 agreement.
 05 Q. Does this provision -- is this
 06 provision consistent with the other
 07 agreements you've executed with regard to
 08 liability for damages?
 09 MR. BOLES:
 10 Object to the form and beyond
 11 the 30(b)(6) designation.
 12 MR. YAMIN:
 13 Object.
 14 THE WITNESS:
 15 Are you -- does this go
 16 beyond -- can you repeat the question? I'm
 17 sorry.
 18 EXAMINATION BY MS. LeGRAND:
 19 Q. Is this provision consistent
 20 with this same article in other -- in --
 21 generally in the JOAs that you've executed
 22 on behalf of BP?
 23 MR. BOLES:
 24 Same objections.
 25 MR. YAMIN:
 00186:01 Objection.
 02 THE WITNESS:
 03 Without going back and looking
 04 up to see, I don't remember all the joint
 05 operating agreements that I -- that I've
 06 signed and what those specifically provide
 07 for.
 08 EXAMINATION BY MS. LeGRAND:
 09 Q. Based on your experience on the
 10 OCS Advisory Board, would you say that this
 11 provision is an industry standard for
 12 indemnity between operators and
 13 non-operating owners?
 14 MR. BOLES:
 15 Same objections.
 16 THE WITNESS:
 17 I would say that the model form
 18 that resides on our -- on the OCS Advisory
 19 Board website is the -- is the standard
 20 form for the deepwater Gulf of Mexico.

Page 186:22 to 191:08

00186:22 I am going to show you one more
 23 exhibit. This one I do have a copy. This
 24 is labelled APC-SHS1-007, and we'll mark it
 25 as -- is that 3244.

00187:01 (Whereupon, the document
02 referred to was marked as Exhibit No. 3244
03 for identification.)
04 EXAMINATION BY MS. LeGRAND:
05 Q. If you'll just take a minute and
06 read -- read through the letter, I'll ask
07 you some questions about it.
08 A. Okay.
09 Q. Did you draft this, Mr. Wardlaw?
10 A. No, I did not.
11 Q. You did not. And it was signed
12 by you, though, or on your behalf?
13 A. It was signed on my -- on my
14 behalf.
15 Q. Who did prepare this letter?
16 MR. BOLES:
17 Object to the form, goes beyond
18 the 30(b)(6) designation.
19 THE WITNESS:
20 I'm not sure who all had input,
21 as far as the -- who did the drafting.
22 EXAMINATION BY MS. LeGRAND:
23 Q. Do you know why your name was
24 put on it if you did not draft it?
25 A. Because I was handling a lot of
00188:01 the communication between -- between the
02 co-owners.
03 Q. Did you read it before it was
04 sent?
05 A. Yes, I did.
06 Q. And who is Mr. Reefs, Robert
07 Reefs, to which the letter is addressed,
08 one of the parties?
09 A. He is an attorney for Anadarko
10 Petroleum Company.
11 Q. And Mr. Bryan?
12 A. Mr. Jim Bryan is the land
13 manager for Anadarko Petroleum Corporation.
14 Q. Is he traditionally your
15 counterpart, the person whom which you deal
16 most frequently?
17 MR. BOLES:
18 Can I hear the question again,
19 please.
20 (Record read.)
21 MS. LeGRAND:
22 Is he your counterpart with whom
23 you deal most frequently?
24 MR. BOLES:
25 Object to the form.
00189:01 MR. YAMIN:
02 Objection.
03 THE WITNESS:
04 I do have conversations with --
05 with Jim Bryan. Jim Bryan also serves on
06 the OCS Advisory Board.

07 EXAMINATION BY MS. LeGRAND:
08 Q. Did you -- you testified that
09 you read the letter. Do you agree to the
10 content of the letter or disagree with the
11 content of the letter?
12 MR. BOLES:
13 Object to the form and as beyond
14 the scope of the 30(b)(6) designation.
15 THE WITNESS:
16 Yes, I do.
17 EXAMINATION BY MS. LeGRAND:
18 Q. Okay. So if we look at page 2
19 of the letter, which is APC-SHS1-008, the
20 first paragraph, if you'll read along with
21 me, basically the second line towards the
22 second half:
23 In the event a party believes
24 that such charges are incorrect, the
25 parties shall nevertheless pay the amounts
00190:01 due provided herein and the operator shall
02 attempt to resolve the issue as soon as
03 practical, citing Exhibit F, Section 6.3B.
04 There are no provisions that would allow
05 Anadarko to the full reimbursement of its
06 share of emergency and environmental
07 response costs and other charges that have
08 been paid by BP for the benefit of their
09 joint account while Anadarko awaits there
10 results of proceedings and investigations
11 as set forth in Anadarko's July 7th letter.
12 Is that an accurate
13 representation of that paragraph?
14 A. That --
15 MR. BOLES:
16 Object to the form.
17 MR. YAMIN:
18 Object to the form.
19 MR. BOLES:
20 And beyond the scope of the
21 30(b)(6).
22 EXAMINATION BY MS. LeGRAND:
23 Q. Do you agree with that
24 statement, that BP believed that Anadarko
25 should pay its share of the costs prior to
00191:01 the completion of the investigations and
02 proceedings?
03 MR. YAMIN:
04 Objection.
05 THE WITNESS:
06 Yes, I believe the intent of the
07 joint operating agreement is that you
08 pay -- you pay your costs.

00191:10 Q. And do you agree that contracts
11 should be enforced as written?
12 MR. BOLES:
13 Object to the -- object to the
14 form and beyond the scope of the 30(b)(6)
15 designation.
16 THE WITNESS:
17 Yes. The contracts say what the
18 contracts say.
19 EXAMINATION BY MS. LeGRAND:
20 Q. And parties that entered into
21 these agreements should live up to their
22 obligations; is that a fair statement?
23 MR. BOLES:
24 Same objections.
25 MR. YASMIN:
00192:01 Objection.
02 THE WITNESS:
03 Yes, I would.

Page 197:14 to 198:23

00197:14 Q. Is it your understanding that
15 Anadarko and MOEX were entitled to well
16 design information about the Macondo 252
17 well?
18 A. Yes, they were.
19 Q. In fact, BP provided well design
20 information to both Anadarko and MOEX
21 through the negotiations of the joint
22 operating agreement and afterwards?
23 A. Yes, we did.
24 Q. Is it your understanding that
25 MOEX and Anadarko were entitled to
00198:01 operational costs information?
02 A. Yes, they are.
03 Q. In fact, BP provided such
04 information both to Anadarko and MOEX
05 during the course of drilling the Macondo
06 well?
07 A. Yes, we did.
08 Q. Is it your understanding that
09 both Anadarko and MOEX were entitled to
10 information and material relating to well
11 plan updates?
12 A. Well plan updates? I'm not sure
13 what you mean by well plan updates.
14 Q. Are you aware that during the
15 course of drilling the Macondo well,
16 certain changes were made to the well
17 design and the operational plans with
18 respect to the drilling of that well?
19 A. Yes, I am.
20 Q. Is it your understanding that
21 Anadarko and MOEX were both entitled to

22 obtain that information regarding those
23 changes to operations and design?

Page 199:01 to 199:03

00199:01 THE WITNESS:

02 I think it depends on the nature
03 of the -- of the change.

Page 199:05 to 199:06

00199:05 Q. Which changes did Anadarko and
06 MOEX not have a right to have access to?

Page 199:10 to 199:12

00199:10 Without having the operating
11 agreement in front of me, I would have to
12 look at that part.

Page 199:14 to 199:23

00199:14 Q. Is that that large stack to your
15 right, Exhibit 1242?

16 A. Yes, it has the operating
17 agreement.

18 Q. I believe earlier today you
19 testified in response to several questions
20 about Article 5.7 in there.

21 Is that the section that
22 provides a sort of access to information
23 that Anadarko and MOEX were entitled?

Page 200:02 to 200:03

00200:02 You want me -- you want me to
03 look at 5.7?

Page 200:05 to 200:16

00200:05 Q. Certainly, or whichever section
06 in there you believe will help you answer
07 the question.

08 A. Yes, Article 5.7 is information
09 to participating parties during the
10 drilling of the -- of the well.

11 Q. Now, with respect to well plan
12 updates or changes or modifications to the
13 well plan and operations, what information
14 or which changes is it your understanding
15 that Anadarko and MOEX did not have a right
16 to have that information?

Page 200:20 to 201:01

00200:20 I think they can always, as a --
21 as a participating party can always request
22 information if there is a change. Seeing
23 -- there's another provision as long as
24 we're carrying out the scope of the well,
25 then we can make the necessary changes that
00201:01 need -- need to be made.

Page 201:03 to 201:06

00201:03 Q. When BP makes a change to the
04 well design or operational plans, does it
05 keep that information secret from Anadarko
06 and MOEX?

Page 201:13 to 201:16

00201:13 THE WITNESS:
14 No, we do not keep things secret
15 from them when we're -- while we're
16 drilling the well.

Page 201:18 to 201:21

00201:18 Q. As BP made changes to the well
19 plan or operations, did it advise Anadarko
20 and MOEX of those changes as a general
21 matter?

Page 202:05 to 202:06

00202:05 I don't know whether we did or
06 not.

Page 202:08 to 202:12

00202:08 Q. Under the joint operating
09 agreement, Anadarko and MOEX where entitled
10 to that information about well change --
11 changes in the well design and operational
12 plans for the completion of the well?

Page 202:16 to 202:21

00202:16 As -- as a participating party
17 in the operating agreement, it is felt, as
18 far as information is being charged to the
19 joint account, they have the right to

20 receive and they can -- they can request
21 it.

Page 203:08 to 203:18

00203:08 Q. Is it your understanding that
09 under the joint operating agreement, MOEX
10 and Anadarko were entitled to information
11 about ongoing drilling activities?
12 A. Yes, they do. They are entitled
13 to receive information about ongoing
14 activities.
15 Q. And they similarly are entitled
16 to information about ongoing rig activity,
17 separate and apart from the actual drilling
18 of the well?

Page 203:22 to 203:23

00203:22 Depends on what you mean by rig
23 activity.

Page 203:25 to 204:08

00203:25 Q. For example, during -- during a
00204:01 portion of the time, the rig will actually
02 be drilling the well, and at other times
03 they may be circulating, they may be
04 evaluating the formation.
05 For those latter activities that
06 are not strictly drilling, were Anadarko
07 and MOEX entitled to information about
08 those activities?

Page 204:12 to 204:13

00204:12 Yes, they -- under 5.7, they're
13 entitled to that -- that information.

Page 204:15 to 204:18

00204:15 Q. As a matter of fact, BP provided
16 that information or access to that
17 information to both Anadarko and MOEX;
18 didn't it?

Page 204:23 to 205:01

00204:23 I cannot say that they --
24 whether it was provided to them or not. I
25 do know that they had access to realtime
00205:01 information.

Page 205:09 to 205:12

00205:09 Q. Under the terms of the joint
10 operating agreement, both Anadarko and MOEX
11 were entitled to realtime data about the
12 operations on the Macondo well?

Page 205:16 to 205:18

00205:16 They had the ability to receive
17 realtime information if they so -- if they
18 choose.

Page 205:20 to 206:06

00205:20 Q. And BP made those arrangements
21 to -- to provide access to that information
22 to both Anadarko and MOEX?
23 A. Yes. It's provided for in the
24 operating agreement, and there was
25 communications, I think, that they would
00206:01 have to designate representatives for each
02 of the companies.
03 Q. Do you know whether BP placed
04 any restrictions or limitations on
05 Anadarko's or MOEX's ability to access that
06 information?

Page 206:09 to 206:14

00206:09 THE WITNESS:
10 Not that I know of.
11 EXAMINATION BY MR. HARTLEY:
12 Q. As far as you know, were
13 Anadarko and MOEX both entitled to access
14 of that information at any time of day?

Page 206:17 to 206:19

00206:17 THE WITNESS:
18 Given that it's realtime
19 information, I think they could.

Page 206:21 to 206:24

00206:21 Q. There weren't, for example,
22 limitations, they could only see it during
23 business hour, they could only see it
24 during certain operations on the rig?

Page 207:07 to 207:10

00207:07 I don't know how -- exactly how
08 the realtime information was -- I'm not
09 aware of anything that -- that would
10 preclude them from looking at it.

Page 207:12 to 207:15

00207:12 Q. All right. Are you familiar
13 with the information or data that BP
14 actually provided to Anadarko or MOEX
15 during the drilling of the Macondo well?

Page 207:20 to 207:23

00207:20 That doesn't fall within my area
21 of responsibility to provide them the data.
22 So, no, I'm not aware of all the -- all the
23 data that would've been provided to them.

Page 207:25 to 208:20

00207:25 Q. In the course of your
00208:01 responsibilities, you're familiar generally
02 with the daily information to which
03 Anadarko and MOEX were entitled, but you're
04 not necessarily with the information BP
05 provided once the joint operating
06 agreements were executed, up to and until
07 the explosion on April 20th, 2010?
08 A. Yes. I am responsible for
09 the -- for the operating agreement. It's
10 someone else's responsibility once the
11 operating agreement is signed to insure
12 that data is actually provided to the -- to
13 the parties.
14 Q. Who is that person?
15 A. It would be an operations
16 geologist. It could be --
17 Q. Mr. Bodek?
18 A. I think Mr. Bodek was involved
19 in that.
20 Q. Anybody else?

Page 208:23 to 209:01

00208:23 THE WITNESS:
24 There -- there could've been. I
25 think John Bellow was also involved in
00209:01 that.

Page 210:03 to 210:20

00210:03 Q. You were talking a few minutes
04 ago about realtime access, and that's
05 provided through INSITE Anywhere.; is that
06 right?
07 A. That's my understanding, yes, it
08 is.
09 Q. Do you know whether BP provided
10 Anadarko and MOEX access to INSITE
11 Anywhere.?
12 A. My understanding is, yes, they
13 were.
14 Q. Are you familiar with WellSpace?
15 A. I've heard the name, yes.
16 Q. All right. Is it your
17 understanding that it's basically a static
18 dropbox in which BP and others upload
19 information on a daily basis about rig
20 operations?

Page 211:01 to 211:03

00211:01 THE WITNESS:
02 That's what I understand it to
03 be.

Page 211:05 to 211:06

00211:05 Q. Do you know whether BP provided
06 Anadarko and MOEX access to WellSpace?

Page 211:10 to 211:11

00211:10 I understand, yes, that they did
11 have -- have access to WellSpace.

Page 213:07 to 213:12

00213:07 Q. So after executing the joint
08 operating agreements, both Anadarko and
09 MOEX would've been entitled to access to
10 WellSpace and INSITE Anywhere.?
11 A. Yes, that's -- that's my
12 understanding.

Page 214:05 to 215:11

00214:05 Q. I'm going to hand you what was
06 previously marked as Exhibit 1214. This is
07 an e-mail from Mr. Beirne to Mr. Bodek and
08 others are copied. I'll give you a moment
09 to familiarize yourself with the subject
10 matter of that.

11 Have you had an opportunity to
 12 look over Exhibit 1214, Mr. Wardlaw?
 13 A. Yes, I have looked over it, and
 14 I haven't read it in detail yet.
 15 Q. Understood. Are you familiar
 16 with this e-mail string?
 17 A. No, I am not.
 18 Q. Had you ever seen it before
 19 today?
 20 A. No, I have not.
 21 Q. Back in the fall of 2009, about
 22 the time frame of this e-mail, were you
 23 involved in discussions internally at BP
 24 about the type of information to provide to
 25 Mitsui and Anadarko?
 00215:01 A. No.
 02 Q. At any time in the fall of 2009,
 03 were you a party to any conversation in
 04 which a discussion was had about providing
 05 Mitsui or Anadarko a detailed well plan?
 06 A. I don't recall being -- being
 07 involved in that. There may have been. I
 08 don't recall that.
 09 Q. Do you know whether a detailed
 10 well plan was actually provided to Mitsui
 11 or Anadarko?

Page 215:15 to 215:21

00215:15 THE WITNESS:
 16 Yes, I think there was a well
 17 plan provided to both MOEX and Anadarko.
 18 EXAMINATION BY MR. HARTLEY:
 19 Q. Was that the well plan provided
 20 initially during any negotiations towards a
 21 joint operating agreement?

Page 215:24 to 216:06

00215:24 THE WITNESS:
 25 That would be the well plan
 00216:01 that's attached to the participation
 02 agreement and like-kind exchange agreement.
 03 EXAMINATION BY MR. HARTLEY:
 04 Q. Is it your understanding that
 05 Mitsui and Anadarko were entitled to a
 06 detailed well plan for the Macondo well?

Page 216:09 to 216:18

00216:09 THE WITNESS:
 10 I think it, my -- to my
 11 interpretation, it was -- it was a detailed
 12 well plan. If it wasn't sufficient, then

13 we could -- they could've asked for
14 additional information.
15 EXAMINATION BY MR. HARTLEY:
16 Q. And they would be entitled to
17 that additional information under the joint
18 operating agreement?

Page 216:21 to 217:05

00216:21 THE WITNESS:
22 That would depend on the type of
23 information that they were actually
24 requesting. We'd have to look at the
25 specifics of that -- that request.
00217:01 EXAMINATION BY MR. HARTLEY:
02 Q. What information about the well
03 plan would they not be entitled to receive
04 under the joint operating agreement, as you
05 understand it?

Page 217:08 to 217:24

00217:08 THE WITNESS:
09 I don't know that I can --
10 unless -- I'd have to look at the specific
11 request. If somebody made a request, to
12 look to see if that -- if that -- if it was
13 proprietary or not to give it to them -- to
14 BP.
15 EXAMINATION BY MR. HARTLEY:
16 Q. Other than proprietary
17 information, is there anything you can
18 think of with respect to well plan to which
19 Anadarko and MOEX would not be entitled
20 under the joint operating agreement?
21 A. I can't think of anything. I'd
22 have to look at those -- you know, specific
23 examples from someone that's -- to look at
24 the operating agreement.

Page 218:01 to 218:18

00218:01 Q. I think in the pile to your
02 right, an exhibit that was marked earlier
03 today, Exhibit 3015, you should have it in
04 that stack.
05 Is that the e-mail from
06 Mr. Beirne to you on March 12, 2010?
07 A. Yes, it is.
08 Q. And the e-mail string begins
09 where the e-mail from Mr. Beirne to Mark
10 Hafle about MOEX calling for a copy of the
11 Macondo pre-drill plan. Do you see that?
12 A. Yes, I do. At the very bottom?

13 Q. Right. Do you know what a
14 pre-drill plan is?
15 A. Yeah. The pre-drill plan is the
16 well plan.
17 Q. Had that been provided to MOEX
18 prior to March of 2010?

Page 218:22 to 218:25

00218:22 THE WITNESS:
23 The like-kind exchange agreement
24 did have attached to it the well plan and
25 AFE.

Page 219:02 to 219:06

00219:02 Q. Do you know whether in
03 March 2010 BP provided MOEX with additional
04 detail on the drilling procedure as is
05 referenced in Mr. Beirne's e-mail to you in
06 March?

Page 219:11 to 219:11

00219:11 I don't know if it was or not.

Page 220:01 to 220:04

00220:01 Q. At or about the time of this
02 e-mail, did you have any understanding of
03 what the detailed drilling procedure was
04 that MOEX was requesting?

Page 220:07 to 220:10

00220:07 THE WITNESS:
08 I can't -- since I wasn't
09 involved in the conversation, I can't -- I
10 don't know what Mike was referring to.

Page 220:15 to 220:19

00220:15 Q. Did you have an impression at
16 that time, or at anytime since, as to
17 whether MOEX was entitled, under the joint
18 operating agreement, to a detailed drilling
19 procedure?

Page 220:22 to 221:02

00220:22 THE WITNESS:

23 What do you mean by drilling
24 procedure?
25 EXAMINATION BY MR. HARTLEY:
00221:01 Q. Is there a commonly understood
02 meaning of that phrase within BP?

Page 221:06 to 221:24

00221:06 THE WITNESS:
07 Generically speaking, I'm sure
08 there is a drilling procedure, but I
09 couldn't testify what those drilling
10 procedures would be.
11 EXAMINATION BY MR. HARTLEY:
12 Q. In the middle e-mail on this
13 page, Mr. Hafle responded to Mr. Beirne.
14 He said: On past GoMX DW wells, we only
15 supply the wellbore diagram to partners.
16 We have never given our drilling procedure,
17 unless the JOA specifically spells that
18 requirement out, I do not think we should
19 send it.
20 Did I read that correctly?
21 A. Yes, you did.
22 Q. Is that consistent with your
23 understanding of the information BP
24 provides its partners?

Page 222:03 to 222:11

00222:03 THE WITNESS:
04 Yes, we -- we do provide our
05 co-owners with the information required
06 under the -- under the operating agreement.
07 EXAMINATION BY MR. HARTLEY:
08 Q. Is it your understanding that
09 the operating agreement with Anadarko and
10 MOEX requires BP to provide drilling
11 procedures to those entities?

Page 222:14 to 223:01

00222:14 THE WITNESS:
15 I don't -- I'd have to look
16 through the operating agreement to find it,
17 but I don't know of any.
18 EXAMINATION BY MR. HARTLEY:
19 Q. You don't know of any
20 requirement?
21 A. That is correct.
22 Q. Under Article 5.7 that you
23 looked at previously, would BP's drilling
24 procedure be included within the type of
25 information to which MOEX and Anadarko are

00223:01 entitled?

Page 223:04 to 223:13

00223:04 THE WITNESS:

05 Can I look at 5.7?
06 EXAMINATION BY MR. HARTLEY:
07 Q. Absolutely.
08 A. I don't see any mention to
09 drilling procedures in 5.7.
10 Q. So it's your -- is it your
11 understanding that MOEX and Anadarko are
12 not entitled to BP's drilling procedures
13 under the joint operating agreement?

Page 223:18 to 224:02

00223:18 THE WITNESS:

19 I would say that if -- if they
20 were -- they could request it under --
21 under 5.7. And we would need to make an
22 assessment under that -- under that -- that
23 request as to what -- what the specific
24 request was.
25 EXAMINATION BY MR. HARTLEY:

00224:01 Q. Which appears to be what
02 happened in Exhibit 3015; right?

Page 224:05 to 224:10

00224:05 EXAMINATION BY MR. HARTLEY:

06 Q. At least MOEX requested this
07 information. Do you know whether there was
08 a resolution by BP as to whether it would
09 provide that information under the
10 operating agreement?

Page 224:14 to 224:17

00224:14 THE WITNESS:

15 As I said earlier, I don't know
16 if it was resolved or not, whether we
17 provided it to them or not.

Page 226:11 to 226:14

00226:11 Q. Both Anadarko and MOEX could at
12 any time access that information and
13 monitor whatever operations were going on
14 on the rig during that time frame?

Page 226:19 to 226:21

00226:19 THE WITNESS:

20 That's what I understand, what
21 the realtime information provides.

Page 228:11 to 228:15

00228:11 Q. Nothing in the joint operating
12 agreement precluded Anadarko and MOEX from
13 accessing whatever information was
14 available about ongoing rig operations
15 during the March-April time frame?

Page 228:21 to 228:25

00228:21 I would say, 5.7 is -- is
22 intended, if -- if there -- some
23 information is not being provided, if they
24 wanted to request the information, they --
25 they could.

Page 229:15 to 229:18

00229:15 Q. In other words, the operating
16 agreement didn't preclude Anadarko and MOEX
17 from monitoring those operations on a
18 realtime basis or otherwise?

Page 229:24 to 230:01

00229:24 That -- that would be my -- my
25 interpretation of how -- how real --
00230:01 realtime works.

Page 237:17 to 238:02

00237:17 Q. Okay. And how many operating
18 agreements where BP was the operator have
19 you been involved with negotiating?
20 Would you say 10, more than 10?
21 A. Probably more than -- more than
22 10.
23 Q. More than 20?
24 A. I would have to go back and
25 count -- count them up. Yeah. It's
00238:01 probably less than 20, but more than --
02 more than 10.

Page 242:03 to 242:21

00242:03 Q. Now, I'm going to show you a
04 document, I know you -- I know you've been

05 shown this -- versions of this before, but
06 we all have our little binders and folders
07 and ways of referring to things.
08 I'm showing you what's been
09 previously marked as Exhibit 1243, and I'm
10 going to ask just if you recognize the
11 document?
12 A. Yes, I do.
13 Q. Okay. What is it?
14 A. It is the ratification and
15 joinder of the operating agreement from the
16 Macondo prospect.
17 Q. And is there material -- behind
18 that, is there a copy of the operating
19 agreement that was ratified by the entities
20 on page 1?
21 A. Yes, it is.

Page 243:13 to 243:17

00243:13 Q. Well, I'm just trying to get you
14 to agree with me that we're looking at a
15 copy of the operating agreement that was in
16 effect on the Macondo well after Anadarko
17 ratified it.

Page 243:20 to 244:04

00243:20 THE WITNESS:
21 It appears that the body of the
22 agreement -- I don't see the exhibits.
23 Maybe they're behind another -- another
24 tab.
25 EXAMINATION BY MR. YAMIN:
00244:01 Q. I'm told that there are
02 subsequent tabs with the exhibits on them.
03 A. Okay.
04 Q. Does that seem correct to you?

Page 244:07 to 244:09

00244:07 THE WITNESS:
08 Yes, this appears to be the
09 operating agreement.

Page 244:11 to 245:16

00244:11 Q. Okay. Just please summarize for
12 me your role in -- if any, in assembling
13 this operating agreement that's marked as
14 Exhibit 1243.
15 A. My role in assembling this
16 operating agreement was to -- utilizing the

17 2007 AAPL form, to utilize that -- to
18 utilize that form and negotiate that with
19 potential co-owners, such as MOEX and
20 Anadarko.
21 Q. Okay. So this operating
22 agreement, marked as Exhibit 1243, is based
23 on the model form by the AAPL?
24 A. It's -- it's through the OCS
25 Advisory Board that's affiliated with AAPL.
00245:01 Q. And when we say AAPL, we mean
02 American Association of Professional
03 Landmen; is that correct?
04 A. Yes.
05 Q. Is this form -- the AAPL form,
06 is that a form of operating agreement
07 that's typically used in the deepwater
08 drilling industry?
09 A. Yes, it is.
10 Q. Okay. Is it a standard form?
11 MR. BOLES:
12 Object to the form.
13 THE WITNESS:
14 I can't attest that everyone
15 uses the form, but this is the form that BP
16 uses.

Page 245:18 to 247:04

00245:18 Q. Now, Anadarko executed the
19 operating agreement or ratified it, I
20 should say, after MOEX had already ratified
21 it with BP; correct?
22 A. It was executed by MOEX and BP
23 and then subsequently ratified by Anadarko.
24 Q. Okay. Do you know the
25 approximate -- actually, you could know the
00246:01 date on which Anadarko ratified the
02 operating agreement. What is that date?
03 A. Executed the 17th day of 2009
04 but effective -- as of the effective time
05 which was October 1, 2009.
06 Q. September 17th, 2009, it was --
07 Exhibit 1243 was executed? Can you tell
08 me?
09 A. It was -- it was -- the
10 ratification joinder was signed by all
11 parties, it appears, according to this
12 document, December 17th, 2009, but with the
13 effect of October 1, 2009.
14 Q. Okay. And when did -- do you
15 know when drilling began at the Macondo
16 well?
17 A. It began with the Marianas. I'd
18 have to look to -- to verify. It's around
19 about October 1st.

20 Q. Does October 6, 2009, sound
 21 correct to you?
 22 A. That could -- that sounds about
 23 right, yes. Sometime right around there.
 24 Q. Okay. So by the time Anadarko
 25 executed this ratification of the -- and
 00247:01 joinder of the operating agreement,
 02 drilling had already commenced on the
 03 Macondo well; is that correct?
 04 A. That is correct.

Page 247:14 to 248:12

00247:14 Q. Did BP -- were any amendments to
 15 the operating agreement made at the request
 16 of Anadarko?
 17 A. I don't recall Anadarko making
 18 any requests to -- to amend the operating
 19 agreement.
 20 Q. Okay. Please turn to page 9 of
 21 the exhibit.
 22 You see section 2.49 defines
 23 operator?
 24 A. Yes, I see 2.49 says operator.
 25 Q. BP was the operator under this
 00248:01 operating agreement; right?
 02 A. That is correct.
 03 Q. There's only one operator and it
 04 was BP; right?
 05 A. That is correct.
 06 Q. Okay. Now, also on page 9,
 07 there's a definition of participating
 08 parties. It spills on to page 10.
 09 Do you see that?
 10 A. Yes, I do.
 11 Q. Okay. Was Anadarko a
 12 participating party under the agreement?

Page 248:17 to 250:11

00248:17 Q. Based on your understanding?
 18 A. Based on my understanding,
 19 Anadarko is a participating party under the
 20 operating agreement.
 21 Q. Okay. Let's flip to page 8 real
 22 quick.
 23 Nonoperating party, 2.43. A
 24 party other than the operator. Did I read
 25 that correctly?
 00249:01 A. Yes, 2.43 says a party other
 02 than the operator.
 03 Q. Was Anadarko a nonoperating
 04 party?
 05 A. No. I would say that they are a
 06 participating party.

07 I'm sorry. Yes, they would --
 08 they would be a nonoperating party. Yes.
 09 I'm sorry.
 10 Q. Okay.
 11 A. I'm sorry. I misunderstood what
 12 you were saying.
 13 Q. All right. So let me just take
 14 a minute here to ask you some questions
 15 about your understanding of what it means
 16 to be an operator under this agreement.
 17 We turn to Section 5.1, which is
 18 page 20. You see Article 5, rights and
 19 duties of operators?
 20 A. Yes, I see that. I see the
 21 heading, yes.
 22 Q. All right. Section 5.1,
 23 exclusive rights to operate.
 24 Except as otherwise provided --
 25 Section 5.1 begins -- the operator has the
 00250:01 exclusive right and duty to conduct or
 02 cause to be conducted all activities or
 03 operations under the agreement.
 04 Did I read that correctly?
 05 A. Almost. Under this agreement,
 06 yes.
 07 Q. Okay. You have an understanding
 08 of what it means to have -- under this
 09 agreement to have the exclusive right and
 10 duty to conduct all activities of
 11 operations?

Page 250:15 to 250:22

00250:15 THE WITNESS:
 16 I have an understanding from
 17 what the intent of the operating agreement
 18 is, that the operator has the exclusive
 19 right to operate, yes.
 20 EXAMINATION BY MR. YAMIN:
 21 Q. What does exclusive mean, in
 22 your understanding?

Page 250:25 to 251:05

00250:25 THE WITNESS:
 00251:01 Exclusive right means that the
 02 operator -- the designated operator is the
 03 operator that -- that operates on behalf of
 04 the nonoperating parties per -- per
 05 operations.

Page 251:17 to 251:23

00251:17 EXAMINATION BY MR. YAMIN:

18 Q. Is it your understanding that
19 BP, as the operator, has the exclusive
20 right under this operating agreement and
21 the duty to conduct or cause to be
22 conducted all activities or operations
23 under this operating agreement?

Page 252:01 to 252:03

00252:01 EXAMINATION BY MR. YAMIN:

02 Q. Is that what the agreement
03 provides?

Page 252:06 to 252:18

00252:06 THE WITNESS:

07 Yes. It is -- BP, as the
08 operator, to -- has the exclusive right
09 and -- right and duty to conduct or cause
10 to be conducted the activities, the
11 operations.

12 EXAMINATION BY MR. YAMIN:

13 Q. Okay. One of those activities
14 or operations would be drilling the well?
15 Drilling the well would be
16 included in those activities or operations
17 that BP has the exclusive right to conduct;
18 right?

Page 252:21 to 253:04

00252:21 THE WITNESS:

22 On behalf of the joint account,
23 that is correct.

24 EXAMINATION BY MR. YAMIN:

25 Q. Okay. Cementing the production
00253:01 casing would be among those activities and
02 operations that BP has the exclusive right
03 and duty to conduct under this agreement;
04 right?

Page 253:07 to 253:15

00253:07 THE WITNESS:

08 As the operator, the operator
09 has the -- has -- has the exclusive right
10 to -- and requirement to drill and -- and
11 to permanent abandon -- to permanently
12 abandon the well.

13 EXAMINATION BY MR. YAMIN:

14 Q. And to what? I'm sorry.

15 A. And to abandon the well.

Page 256:23 to 257:03

00256:23 My question is: While temporary
24 abandonment is being undertaken, while it's
25 happening, would you expect BP personnel to
00257:01 be making decisions about the execution of
02 the tasks necessary to temporarily abandon
03 the well as it happens?

Page 257:08 to 257:09

00257:08 I would think BP would, along
09 with a lot of the contractors as well.

Page 260:15 to 260:19

00260:15 Q. Okay. Look again at the Section
16 5.1. Under 5.1, BP as the operator is not
17 subject to control of nonoperating parties,
18 such as Anadarko, except as provided in
19 sections 8.2 and 8.5; correct?

Page 260:23 to 261:03

00260:23 THE WITNESS:
24 Yes, that's what the operating
25 agreement says.
00261:01 EXAMINATION BY MR. YAMIN:
02 Q. BP is not the agent of the
03 nonoperating parties?

Page 261:06 to 261:12

00261:06 THE WITNESS:
07 No, they are not the agent.
08 EXAMINATION BY MR. YAMIN:
09 Q. Okay. And BP had the right to
10 select the employees and the subcontractors
11 it used in performing its duties as
12 operator?

Page 261:15 to 261:22

00261:15 THE WITNESS:
16 Yes. BP has -- has the right to
17 hire the contractors.
18 EXAMINATION BY MR. YAMIN:
19 Q. And those types of rights
20 enuring to the operator are pretty standard
21 in this industry, correct, under these
22 agreements like this operating agreement?

Page 262:01 to 262:05

00262:01 THE WITNESS:
02 Yes. Yes, it -- yes, it is very
03 common to allow the operator -- the
04 operator does -- does hire the contractors
05 to work on behalf of the joint account.

Page 263:07 to 264:16

00263:07 Q. Okay. Now, this 5.7 starts off
08 with one section that lists -- would it be
09 fair to say, categories of information, A
10 through K; the operator must provide -- the
11 participating party's Anadarko?
12 A. Yes, it does state that the
13 operator shall, to the extent the
14 information is -- is obtained.
15 Q. Okay. Do you know what BP did
16 to comply with its obligation to provide
17 the information described in A through K in
18 Section 5.7?
19 A. I know that Anadarko had access
20 to the realtime information. I understand
21 that Anadarko also had access to WellSpace.
22 Q. Okay. What is WellSpace, based
23 on your understanding?
24 A. WellSpace is a dropbox where the
25 reports and other information that is
00264:01 not -- may be too large to be on realtime,
02 that it's uploaded to Well -- to WellSpace.
03 Q. Do you have an understanding of
04 examples of information that would end up
05 on WellSpace from BP as part of its
06 fulfillment of these obligations to provide
07 information you just told me about, with
08 respect to the Macondo well project and
09 Anadarko?
10 A. I've never looked at Well -- at
11 WellSpace personally, but I understand the
12 various logs that are done, reports from
13 the log -- from the logging. Typically,
14 it's large information that can't be
15 e-mailed out, and so it's uploaded to a --
16 to a drop -- to a dropbox.

Page 265:07 to 265:13

00265:07 Q. Okay. Well, what kind of
08 information does BP understand that it has
09 to provide to -- to non-operators to -- or
10 participating parties to satisfy its
11 obligations under A through K?
12 Could you just explain that to
13 me?

Page 265:17 to 265:25

00265:17 Information that is obtained
18 through the drilling, through operations on
19 the well that's billed to the joint
20 account, if it -- if it's, you know -- this
21 is intended to be, you know, kind of a high
22 level -- kind of the minimum work
23 requirements, if that's acquired. Any
24 additional information as acquired, I
25 understand, is also uploaded.

Page 266:14 to 266:23

00266:14 Q. Now, does BP try to comply with
15 its obligations set forth in 5.7?
16 We're looking at A through K
17 now. Does BP endeavor to comply with those
18 obligations?
19 A. Yes. Yes, we do. And if
20 there's -- if there's something missing, we
21 get a request from a non-operator. Then we
22 do what we need to do in order to supply
23 them the information.

Page 266:25 to 267:04

00266:25 Does BP comply with every single
00267:01 request for additional information by
02 non-operators under section 5.7, or does BP
03 still have some discretion to comply or not
04 to comply?

Page 267:07 to 269:15

00267:07 THE WITNESS:
08 It depends on the information
09 requested whether it's proprietary or not.
10 EXAMINATION BY MR. YAMIN:
11 Q. Okay. What do you mean by
12 proprietary?
13 A. What I mean by -- by
14 proprietary, is that it's information that
15 may be -- the well information may be --
16 may be -- a report may be done on it that's
17 not billed to the joint account, such that
18 it's a hundred percent paid by BP. So that
19 would be proprietary to -- to BP.
20 Q. That's one example?
21 A. Yes.
22 Q. Okay. Let's look at the second
23 part of this 5.7.

24 The part that begins: Upon
 25 written request, the operator shall use
 00268:01 reasonable efforts to furnish to a
 02 requesting participating party any
 03 additional available information, including
 04 a complete slabbed section of all recovered
 05 cores, if requested and available, acquired
 06 by the operator for the participating
 07 parties, not otherwise furnished under this
 08 article, not including any derivative
 09 information independently developed at
 10 operator's sole cost and risk.

11 Was that the provision -- is
 12 that a provision that allows the
 13 participating parties to ask for
 14 information that's not set forth
 15 necessarily in A through K?

16 A. That would be my -- my
 17 interpretation of that, yes.

18 Q. Okay. Now, let's just look up
 19 in Section 5.7 under B what we're talking
 20 about, providing drilling and workover
 21 reports to the participating parties that
 22 includes current depth, corresponding with
 23 logical information data on drilling, fluid
 24 characteristics, information about drilling
 25 difficulties or delays, mud checks, mud
 00269:01 logs, hydrocarbon information, casings,
 02 cementation tallies, and estimated
 03 cumulative costs.

04 You see where I am?

05 A. Yes, I do.

06 Q. Now, is there a time obligation
 07 imposed on BP under that section,
 08 subsection B of 5.7?

09 A. If you continue to read, it says
 10 to be sent by facsimile or electronic
 11 transmission within 8 hours, exclusive of
 12 Saturdays, Sundays, and holidays.

13 Then it goes on to say,
 14 provided, however, that information can be
 15 provided by realtime.

Page 270:05 to 270:15

00270:05 This Section 5.7, that's out of
 06 the standard form agreement that you were
 07 describing to me before; right?

08 A. Yes, it is.

09 Q. Okay. Were you involved in --
 10 at all in drafting this Section 5.7?

11 A. This -- this 5.7, I don't recall
 12 it being amended when we did the 2007 form,
 13 other than to provide for that last
 14 sentence, provided for the realtime

15 information.

Page 270:22 to 271:20

00270:22 Q. Okay. And there's no time
23 obligation attached to BP's obligation to
24 use reasonable efforts to furnish a
25 participating party with additional
00271:01 information of money requests; right?
02 A. Yes. There is -- there's no
03 time, because typically those reports may
04 not -- may not become available. It may
05 be -- it may be a week, it may be two weeks
06 before that information is actually
07 available.
08 Because when you take cores,
09 side wall cores, it may take -- sometimes
10 those take time to get from -- from the rig
11 to the office to -- to be shared. So
12 putting a time limit in this particular
13 provision would not -- would not be
14 applicable.
15 Q. Okay. And is it your
16 understanding that -- BP's understanding
17 that this provision under 5.7, the request
18 in writing for additional available
19 information, only applies to core samples
20 and those kinds of information?

Page 271:23 to 271:25

00271:23 THE WITNESS:
24 No. It can -- it can apply to
25 other information, as well.

Page 272:02 to 272:24

00272:02 Q. Such as?
03 A. I'm not -- I'm not a geologist,
04 so I don't know if I can recite all the
05 information that comes off that would be
06 subject to a report that would take -- it
07 would take longer than -- than the
08 realtime. But it's intended to get the
09 realtime information, as provided for
10 within the 8 hours or the preceding 24-hour
11 period.
12 Q. I just want to be clear. I'm
13 talking about now -- not B, but the lower
14 section upon written requests, requesting
15 additional available information.
16 And I'm basically asking you if
17 there are any restrictions on the type of
18 additional available information that

19 theoretically could at least be requested?
20 A. I think a non-operator could --
21 could request any information, provided it
22 was information that was billed to the --
23 to the joint account and acquired on behalf
24 of the -- the joint account.

Page 275:10 to 277:18

00275:10 Q. Okay. Is the operator under
11 this -- the section that allows for the
12 request of additional information, is it
13 required to -- require a participating
14 party or a nonoperating party like Anadarko
15 here, to participate in all conversations,
16 telephone discussions, and meetings that BP
17 personnel might conduct as the operator in
18 the process of drilling or abandoning the
19 well?

20 A. No, I do not believe that
21 non-operators has to participate in all
22 those, but also the non-operator always has
23 the right under the operating agreement to
24 call a meeting in the event that he feels
25 he needs some additional information.

00276:01 Q. Okay. But in the first
02 instance, you don't think this section
03 requires BP to make the -- allow the
04 participating party or nonoperating party
05 like Anadarko to be present at meetings or
06 telephone conversations or at regular
07 face-to-face conversations that might be
08 being conducted on a given day to make the
09 operating decisions; correct?

10 A. No, they do not have to be
11 there. It would be -- it would be out of
12 the scope of the -- of the operating
13 agreement. And essentially you would have
14 multiple operators, and the intent of this
15 is to have a single operator.

16 Q. So to do -- to do that, to allow
17 the nonoperating parties to have access --
18 I'm struggling not to use the word
19 realtime, because it's got -- it's a
20 defined term.

21 But, again, getting back to my
22 scenario. On a given day, BP is going to
23 undertake abandonment procedures, it's not
24 the intent of this agreement to obligate BP
25 to include the nonoperating parties in all
00277:01 the e-mail traffic that BP is engaged in on
02 that day, all the telephone conversations,
03 all the meetings, all the face-to-face
04 conversations that are going on on the rig
05 and on land to discuss that day's temporary

06 abandonment procedures; correct?
 07 A. I don't think it is an
 08 obligation on BP's part to include the
 09 nonoperators in all the meetings, all the
 10 e-mails, all the con -- all the
 11 conversations.
 12 That's why when this form was
 13 updated in 2007 we put the realtime
 14 information provision in here in order to
 15 make sure that the non-operators had access
 16 to all the -- all of the realtime
 17 information the same as what the operator
 18 has.

Page 280:17 to 280:21

00280:17 Q. Is it your experience that
 18 partners or nonoperating parties of a
 19 deepwater well will stop asking questions
 20 once well drilling begins on a deepwater
 21 well?

Page 280:24 to 281:02

00280:24 THE WITNESS:
 25 No. My experience would be that
 00281:01 there's questions asked all the way through
 02 the drilling of a well.

Page 281:16 to 282:03

00281:16 Q. Mr. Wardlaw, I'm going to show
 17 you what's been marked as Exhibit 778 in
 18 another deposition. I think you were asked
 19 about this document earlier today.
 20 You recognize it?
 21 A. Yes, I do.
 22 Q. What is it?
 23 A. It's a draft of guidance for
 24 sharing the drilling completion and
 25 intervention information with co-owners.
 00282:01 Q. Do you know who prepared this
 02 draft?
 03 A. No, I do not.

Page 283:19 to 284:08

00283:19 Q. If you turn to page 315202, it
 20 starts with recommended practice. Do you
 21 see that?
 22 A. At the top two?
 23 Q. Uh-huh.
 24 A. Yes.

25 Q. It states underneath that: This
00284:01 graph recommended practice is intended to
02 provide guidance to the DC&I teams as to
03 what can be shared with co-owners and what
04 cannot. It is not an exhaustive list but
05 is a starting point to be used by teams as
06 guidance.
07 You see that?
08 A. Yes, I see that.

Page 284:14 to 285:02

00284:14 Q. Okay. And the title of the
15 document is, Guidance For Sharing of
16 Drilling, Completions, and Intervention
17 Information With Co-Owners; correct?
18 A. Yes. Yes, it is, dated
19 April 20th and April 1st. Right.
20 Q. All right. So back to page
21 315202. There's a list of technical work
22 that can be shared; 2.11 drilling
23 information, and then one of the bullet
24 points is procedure overview only, no
25 detailed procedures.
00285:01 Do you have an understanding of
02 what that means?

Page 285:07 to 285:07

00285:07 No, I do not.

Page 285:09 to 285:11

00285:09 Q. Let's skip down. Daily activity
10 reports in 2.1.2, do you have an
11 understanding of what that means?

Page 285:15 to 285:15

00285:15 No, I do not.

Page 285:17 to 286:05

00285:17 Q. Do you know what a daily
18 operating report is in the context of, you
19 know, operating a well like the Macondo
20 well?
21 A. I know what a daily drilling
22 report is under the operating agreement.
23 Q. Okay. 2.2, technical work that
24 cannot be shared; detailed drilling and
25 completion procedures. You see that?
00286:01 A. Detailed drilling and completion

02 procedures, yes, I see that.
03 Q. As an example in this guideline
04 document of materials and information that
05 BP cannot share with co-owners; correct?

Page 286:09 to 286:10

00286:09 Q. Is that your understanding of
10 what that means?

Page 286:13 to 286:16

00286:13 THE WITNESS:
14 I'm not sure what this -- what
15 this means. I didn't -- I didn't draft it,
16 haven't seen it.

Page 286:19 to 287:17

00286:19 A. I don't know what their intent
20 was.
21 Q. All right. Now, it appears --
22 the sentence I read appears under a heading
23 that states: Technical work that cannot be
24 shared.
25 And the word "cannot" is in all
00287:01 caps; right?
02 A. Yes, it is.
03 Q. And the first bullet point,
04 detailed drilling and completion
05 procedures; did I read that correctly?
06 It's the first bullet point that
07 appears under the heading, technical work
08 that cannot be shared; correct?
09 A. Under technical work that cannot
10 be shared, detailed drilling and completion
11 procedures.
12 Q. Okay. Would you agree with me
13 that, based on your understanding, this
14 document -- this guideline document is
15 stating that detailed drilling and
16 completion procedures cannot be shared with
17 co-owners?

Page 287:22 to 287:22

00287:22 No, I cannot agree with you.

Page 287:24 to 287:25

00287:24 Q. What is your alternative
25 understanding then?

Page 288:04 to 288:07

00288:04 I have -- I didn't -- as I
05 mentioned, I didn't draft it. I have no
06 idea what they meant by detailed drilling
07 and completion procedures.

Page 288:09 to 288:12

00288:09 Q. Did you draft the operating
10 agreement?
11 A. I used the model form operating
12 agreement, yes.

Page 290:14 to 290:23

00290:14 Q. And what I want to -- I want you
15 to tell me, as BP's 30(b)(6) designee, on a
16 deposition topic that calls for BP's
17 understanding of its obligations to share
18 information with Anadarko as a nonoperating
19 party Macondo well -- what your
20 understanding of that entry under 2.2,
21 technical work that cannot be shared means.
22 Not what the author had in mind,
23 but what you understand that to mean?

Page 291:02 to 291:10

00291:02 THE WITNESS:
03 I can't tell you what -- what
04 they were intending by that. It's not part
05 of the operating agreement.
06 EXAMINATION BY MR. YAMIN:
07 Q. Right. But I'm not asking what
08 somebody else intended. I'm asking what
09 you understand that sentence to mean, that
10 bullet point to mean?

Page 291:13 to 291:24

00291:13 THE WITNESS:
14 It means what -- what the
15 words -- you know, what the words said,
16 technical work that cannot be shared,
17 detailed drilling and completion, I have no
18 idea what they meant by that.
19 EXAMINATION BY MR. YAMIN:
20 Q. Okay. In some way, shape or
21 form, do you understand that detailed
22 drilling and completion procedures cannot
23 be shared with co-owners under this
24 guideline?

Page 292:02 to 293:02

00292:02 THE WITNESS:

03 As I said, I have never been
04 made aware of this. I don't know if this
05 was ever adopted. It was a draft. I have
06 no idea.

07 EXAMINATION BY MR. YAMIN:

08 Q. Right. But I'm not asking you
09 if it was adopted. I'm asking you what you
10 understand that bullet point to be saying.
11 Do you understand this bullet
12 point to be saying anything other than
13 detailed drilling and completion procedures
14 constitute a category of technical work
15 that cannot be shared with co-owners, sir?

16 A. It says it cannot be shared,
17 detailed drilling and completion
18 procedures.

19 But as I said earlier, I don't
20 know what applicable -- how -- what this --
21 this applies to. I don't know if it
22 applies to exploration wells. I don't know
23 if it applies to development wells. I
24 don't know if it applies to appraisal
25 wells. I don't know if it applies to

00293:01 onshore wells or what -- what wells it
02 actually applies to.

Page 297:14 to 297:21

00297:14 Q. Okay. I'd like to turn now to
15 Tab 9 in your binder. And you'll find a
16 document that's been marked previously as
17 Exhibit 1253, two pages of e-mails. I'd
18 like you to familiarize yourself with the
19 e-mails, and then I want to ask you a
20 couple of questions.

21 A. Okay.

Page 298:24 to 300:12

00298:24 Q. Okay. And the date of the
25 e-mail is January 6, 2010; correct?

00299:01 A. That is correct.

02 Q. A couple of weeks after Anadarko
03 executed the ratification of the operating
04 agreement; right?

05 A. Yes. The ratification was
06 executed on December the 17th, I seem to
07 recall.

08 Q. Okay. So then, the next e-mail
09 above is from Halliburton Central Data Hub

10 to Mr. Bodek, dated the same date,
 11 January 6th, and whoever the author of this
 12 e-mail is -- appears to be Mr. Stapp,
 13 states: Bobby, do you want these to
 14 have -- these users to have partner access?
 15 Did I read that correctly?
 16 A. Yes, you did.
 17 Q. Do you understand what partner
 18 access means?
 19 A. No, I don't.
 20 Q. Okay. And above that there is
 21 an e-mail, Mr. Bodek responding, apparently
 22 again the same date, just a few -- you
 23 know, several minutes after he got
 24 Mr. Stapp's e-mail, and replying: Yes,
 25 access to all except -- except the BP only
 00300:01 folder.
 02 Did I read that correctly?
 03 A. Yes, you did.
 04 Q. Do you have an understanding of
 05 what the BP only folder was?
 06 A. I do not know what the BP only
 07 folder is, no.
 08 Q. Okay. You understand this
 09 e-mail to be stating that the Anadarko
 10 individuals listed on that first e-mail
 11 should not get access to something called a
 12 BP only folder?

Page 300:15 to 301:03

00300:15 THE WITNESS:
 16 I don't know -- I don't know
 17 what this is referring to, the -- the BP
 18 only folder. But I would say, you know,
 19 since Anadarko was a, quote, partner
 20 co-owner, that they had access to the
 21 information.
 22 EXAMINATION BY MR. YAMIN:
 23 Q. So you're reading this to say
 24 that -- your understanding of this is that
 25 BP wanted Anadarko to have access to
 00301:01 something called a BP only folder?
 02 Is that your interpretation of
 03 this e-mail chain?

Page 301:06 to 301:15

00301:06 THE WITNESS:
 07 No. I'm saying that Anadarko
 08 should have access to the partner -- the
 09 partner -- the partner folder. I'm not
 10 sure what the BP only folder is.
 11 EXAMINATION BY MR. YAMIN:
 12 Q. But whatever the BP only folder

13 is, your understanding of this e-mail chain
14 is that Anadarko wasn't to get access to
15 it; correct?

Page 301:18 to 302:02

00301:18 THE WITNESS:
19 Looking at these e-mails, it
20 appears as though Anadarko was asking -- we
21 were giving access to the -- the partner --
22 the partner access to the WellSpace.
23 EXAMINATION BY MR. YAMIN:
24 Q. And does that partner access,
25 based on your understanding of what you're
00302:01 reading here, include whatever the BP only
02 folder is?

Page 302:05 to 302:12

00302:05 THE WITNESS:
06 I don't know the difference
07 between what a BP only folder is and a
08 partner access.
09 EXAMINATION BY MR. YAMIN:
10 Q. Okay. And what's your
11 understanding of the phrase, access to all
12 except the BP only folder?

Page 302:15 to 302:24

00302:15 THE WITNESS:
16 That would tell me that
17 Anadarko's going to get access to all, and
18 there must be a BP only folder and then the
19 departments would not have access to the BP
20 only folder.
21 EXAMINATION BY MR. YAMIN:
22 Q. Okay.
23 A. But I don't know what the BP
24 only folder is.

Page 303:02 to 303:13

00303:02 I'd like to, again, ask you some
03 different questions about your
04 understanding of BP's obligations under the
05 operating agreement, the Anadarko and MOEX
06 entities -- to provide Anadarko with
07 information.
08 Now, as the operator, is it fair
09 to say that BP alone was entitled to make
10 the decision to contract with third-party
11 contractors who participated in the

12 drilling -- the Transoceans, the
13 Halliburtons, and so forth?

Page 303:18 to 303:22

00303:18 Q. Is that something that BP was
19 able to do alone under this operating
20 agreement, or did it need to seek
21 Anadarko's input or approval before it
22 entered into those contracts?

Page 303:25 to 304:12

00303:25 THE WITNESS:
00304:01 If you -- if you're asking, did
02 we have to gain approval from Anadarko to
03 hire the various -- the contractors, no, we
04 did not have to gain their approval to hire
05 the contractors.
06 EXAMINATION BY MR. YAMIN:
07 Q. Okay. Did you have to seek out
08 Anadarko's input?
09 Did you have to run it by them
10 in any way before you did it as
11 the exclusive operator under this
12 agreement?

Page 304:16 to 305:01

00304:16 THE WITNESS:
17 No. But Anadarko was fully
18 aware of the contractors who were on the
19 rig when they signed the AFE, because I
20 think the AFE mentions the rig that we were
21 utilizing.
22 EXAMINATION BY MR. YAMIN:
23 Q. Okay. So they happen --
24 Anadarko, in your opinion, based on
25 whatever knowledge you have, happened to be
00305:01 aware of the contractors; correct?

Page 305:04 to 305:05

00305:04 EXAMINATION BY MR. YAMIN:
05 Q. Is that what you're telling me?

Page 305:08 to 306:06

00305:08 THE WITNESS:
09 No, I'm not telling you that.
10 EXAMINATION BY MR. YAMIN:
11 Q. What are you telling me, then?
12 A. I'm telling you that BP had the

13 right to hire the -- hire the contractors,
 14 and Anadarko knew who the contractor was in
 15 the well. Because when we negotiated the
 16 exchange agreement, the well plan and AFE
 17 was attached.

18 Q. Okay. But BP didn't have an
 19 obligation under the information and
 20 operating provisions of this operating
 21 agreement to inform Anadarko or get
 22 Anadarko's feedback on any of the operators
 23 they chose to hire under the operating
 24 agreement; correct?

25 A. That the operators that we
 00306:01 hired?

02 Q. No, the contractors,
 03 subcontractors.

04 A. No, we do not have to -- we did
 05 not have to have approval of the other
 06 co-owners to hire -- hire the contractors.

Page 306:15 to 307:04

00306:15 Q. Now, are you aware that on the
 16 Macondo well project, BP made the decision
 17 not to run a cement bond log after a cement
 18 job?

19 A. I have -- have read that, yes.
 20 We did not run a cement bond log.

21 Q. Okay. Was BP obligated under
 22 the operating agreement to confer with
 23 Anadarko or seek Anadarko's input or
 24 approval before making that decision as the
 25 operator?

00307:01 A. No, I do not believe so.

02 Q. Okay. Do you have any evidence
 03 that anyone from Anadarko, in fact,
 04 participated in that decision?

Page 307:08 to 307:09

00307:08 THE WITNESS:

09 I do not know.

Page 307:11 to 307:13

00307:11 Q. You have no evidence that
 12 Anadarko participated in the decision not
 13 to run a cement bond log?

Page 307:16 to 307:17

00307:16 THE WITNESS:

17 I do -- I do not know.

Page 307:19 to 307:22

00307:19 Q. Okay. Are you aware that on the
20 Macondo well project BP decided to use six
21 centralizers after receiving OptiChem
22 reports from Halliburton?

Page 307:25 to 308:01

00307:25 EXAMINATION BY MR. YAMIN:
00308:01 Q. Are you aware of that?

Page 308:04 to 308:13

00308:04 THE WITNESS:
05 I am generally aware, given the
06 various discussions that have gone on.
07 EXAMINATION BY MR. YAMIN:
08 Q. BP was not obligated under this
09 operating agreement that we're talking
10 about to confer with Anadarko or seek
11 Anadarko's input for approval prior to
12 making that decision with respect to the
13 centralizers; correct?

Page 308:16 to 308:18

00308:16 THE WITNESS:
17 No, I don't -- I don't believe
18 so. No.

Page 309:05 to 309:19

00309:05 Q. Okay. Are you generally aware
06 that BP made the decision on the Macondo
07 well not to run a full bottoms up before
08 the cement job?
09 A. No, I'm not aware of that.
10 Q. Okay. Well, let me represent to
11 you that BP made the decision not to run a
12 full bottoms up before commencing the
13 cement job.
14 Under the operating agreement,
15 was BP obligated to confer with Anadarko or
16 seek Anadarko's input for approval before
17 it made that decision?
18 A. I don't believe there was a
19 requirement, no.

Page 310:06 to 310:10

00310:06 Q. Do you have any evidence that

07 anyone at Anadarko participated in BP's
 08 decision not to run a full bottoms up
 09 before commencing the cement job at the
 10 Macondo well?

Page 310:13 to 310:14

00310:13 THE WITNESS:
 14 I don't know.

Page 310:16 to 310:19

00310:16 Q. Okay. Now, BP, you understand,
 17 made a decision to use nitrified cement on
 18 the cement job in the Macondo well;
 19 correct?

Page 310:23 to 311:07

00310:23 THE WITNESS:
 24 I don't know. I don't know.
 25 EXAMINATION BY MR. YAMIN:
 00311:01 Q. Let me represent to you that BP
 02 made a decision a to use nitrified cement
 03 on the cement job.
 04 BP was not obligated under the
 05 operating agreement to confer with Anadarko
 06 or seek Anadarko's input or approval prior
 07 to doing that; correct?

Page 311:10 to 311:15

00311:10 THE WITNESS:
 11 I'm not -- I don't know what
 12 the -- what the -- they used nitrified
 13 cement, what you're referring to, but I
 14 don't believe, no, that there's -- no,
 15 there's no requirement.

Page 311:17 to 311:21

00311:17 Q. Okay. Now, are you aware that
 18 the operator, BP, made the decision as to
 19 the content and amount of spacer material
 20 to use in the last few days of Macondo
 21 drilling?

Page 311:25 to 312:01

00311:25 THE WITNESS:
 00312:01 I don't know.

Page 312:17 to 313:01

00312:17 Q. Let's say that BP made the
18 decision on the Macondo well concerning the
19 content and the amount of spacer material
20 to be used in the last few days of drilling
21 of the well.
22 As the exclusive operator, under
23 this operating agreement, would you agree
24 that BP was not obligated to confer with
25 Anadarko or seek Anadarko's input or
00313:01 approval prior to making that decision?

Page 313:04 to 313:07

00313:04 THE WITNESS:
05 I don't believe there's an
06 obligation specifically in the operating
07 agreement that refers to this, no.

Page 315:10 to 316:22

00315:10 Q. Okay. Fair enough. In your
11 binder, could you turn to Tab 14, please.
12 Do you recognize this document
13 that's behind Tab 14 that's been marked as
14 Exhibit 1919?
15 A. Yes, I recognize this.
16 Q. What is it?
17 A. It is an AFE, authorization for
18 expenditure.
19 Q. Okay. And it's dated 12/17/09?
20 A. It appears as though it was --
21 partner approval was 12/17/09.
22 Q. Now, there are components of
23 this authorization for expenditure that
24 provide the partners with information about
25 activity on the project, well plan
00316:01 information, that sort of thing?
02 A. Yes, it has -- it has the cost
03 estimates and the -- and the well plan,
04 yes.
05 Q. Is there a description of text
06 describing project activity?
07 A. There's a box in the middle that
08 says project description, slash, comments.
09 Q. Okay. And where's the well plan
10 that you're saying is part of this?
11 A. Well plan would be behind it.
12 It's a -- it's the well -- the well
13 schematic.
14 Q. Okay. Now, is this the sum
15 total of information, this authorization
16 for expenditure -- strike that.

17 Is the information in the
 18 project description and the attachment that
 19 you're saying is a well plan the sum total
 20 of the information that BP submitted with
 21 respect to project activity as part of this
 22 authorization for expenditure?

Page 317:01 to 317:02

00317:01 THE WITNESS:

02 I don't -- I don't know. It --

Page 317:12 to 318:06

00317:12 Q. No. I'm just curious as to what
 13 BP understands its obligations are in terms
 14 of providing information to partners such
 15 as Anadarko in connection with this
 16 authorization for expenditure process?

17 A. I would look to the Macondo
 18 joint operating agreement.

19 Q. Okay.

20 A. And the definition of what a
 21 well plan is.

22 Q. Okay. So we're looking at 2.67
 23 that is on page -- pages 12 to 13 of this
 24 operating agreement; right?

25 A. That is correct.

00318:01 Q. And just so I understand, are
 02 you saying that 2.67 sets forth BP's
 03 obligations with respect to providing
 04 information to a partner like Anadarko
 05 under the operating agreement in connection
 06 with authorizations for expenditures?

Page 318:09 to 319:06

00318:09 THE WITNESS:

10 I'm saying that 2.67 describes
 11 what needs to be in a well plan that's
 12 submitted to the -- to the co-owners for
 13 their approval, which would be designated
 14 by their approval by signing an AFE, which
 15 appears to be signed by Stuart Strife.

16 EXAMINATION BY MR. YAMIN:

17 Q. Okay. So now, this -- BP tried
 18 to comply with the obligations under 2.67
 19 to its partners when it submits well plans
 20 to the partners?

21 A. Yes. In order to have a valid
 22 proposal of a well plan, these are the
 23 minimum requirements in a well plan needed
 24 for proposal of a well in the operating
 25 agreement.

00319:01 Q. Okay. In BP's view, whatever
 02 well plan information is included in this
 03 authorization for expenditures that we
 04 looking at satisfies 2.67; correct?
 05 A. I can go through it and look,
 06 but I -- yes, I would say it does.

Page 319:09 to 320:13

00319:09 Do you recognize that document
 10 behind Tab 15, which has previously been
 11 marked as Exhibit 1920?
 12 A. I do -- I do see it. This is
 13 the first time I've seen the letter.
 14 Q. And is there a document behind
 15 the letter?
 16 A. Yes, there is. It says
 17 supplemental authorization for expenditure.
 18 Q. Okay. And what's the date on
 19 this one?
 20 It looks like the date prepared,
 21 27 January 2010.
 22 A. I can't tell if that's 29, 27,
 23 but it was -- it looked like the end of --
 24 end of January.
 25 Q. Okay. So is this an
 00320:01 authorization for expenditure --
 02 supplemental authorization for expenditure
 03 that BP had asked the partners to sign off
 04 on?
 05 A. Yes, it is. This is a
 06 supplemental AFE.
 07 Q. Okay. So is there any -- does
 08 there appear to be any information, sort
 09 of, appended to this supplemental
 10 authorization for expenditure like there
 11 was to the exhibit we just looked at or
 12 this just looks like a stand-alone page?
 13 A. Yes, this is --

Page 320:18 to 321:16

00320:18 Q. Go ahead.
 19 A. This is a supplemental AFE.
 20 Q. Okay.
 21 A. In relation to our previously
 22 approved well plan and AFE.
 23 Q. So BP understood that it wasn't
 24 obliged to submit a new well plan under
 25 2.67 of the operating agreement, that this
 00321:01 information on page ANA-MDL-30714 that
 02 we're looking at, fulfilled its
 03 information, sharing obligations under the
 04 operating agreement?
 05 A. This is -- this is a

06 supplemental AFE for an already previously
 07 approved AFE, and that falls under Article,
 08 I think -- I'd have to look, Article 6, I
 09 think, under the -- for supplemental AFE
 10 requirements.

11 Q. Okay. And whatever those
 12 requirements are, BP takes the position
 13 that this document satisfied them, that
 14 we're looking at?

15 A. I think so. So did -- so did
 16 Anadarko by approval of it.

Page 323:16 to 324:12

00323:16 Q. Okay. So Exhibit 1921?

17 A. 1921. This is a supplemental
 18 that's required under the operating
 19 agreement for over-expenditures. This was
 20 a supplement for that.

21 Q. Okay. And did BP have an
 22 obligation, based on your understanding of
 23 this operating agreement, to provide
 24 Anadarko with a well plan in connection
 25 with this second supplemental authorization
 00324:01 for expenditures?

02 A. No, we did not.

03 Q. Why is that, based on your
 04 understanding?

05 A. Because there was a pre-existing
 06 well -- well plan in place. We didn't --
 07 we didn't -- it's not a new well. This is
 08 additional money to be spent in that
 09 original well plan.

10 Q. And have we seen that original
 11 well plan in the documents we've been
 12 looking at in connection with AFEs?

Page 324:15 to 324:25

00324:15 THE WITNESS:

16 Have we seen the well plan? Is
 17 that your question? I'm sorry.

18 EXAMINATION BY MR. YAMIN:

19 Q. Yes.

20 A. Yeah. The well -- the well plan
 21 would be -- this AFE, the attachments to it
 22 would be the well plan.

23 Q. Okay. You're looking at the
 24 attachments to Exhibit 1919?

25 A. That is correct.

Page 325:05 to 325:10

00325:05 Q. Do you recognize the document

06 that's 1922 exhibit?
07 A. This is the first -- first time
08 I've seen it, but it appears as though it's
09 a letter and an authorization for
10 expenditure.

Page 325:15 to 325:17

00325:15 Is there a well plan attached to
16 this authorization for expenditure that
17 we're looking at, Exhibit 1922?

Page 325:20 to 326:06

00325:20 THE WITNESS:
21 No, because we're still -- we're
22 still having operations in that -- in that
23 original well -- in that original well
24 plan.
25 EXAMINATION BY MR. YAMIN:
00326:01 Q. And it's your understanding that
02 any obligation that BP might have to
03 provide a well plan with -- in connection
04 with this Exhibit 1922 was satisfied by the
05 well plan that it provided in connection
06 with Exhibit 1919, which is your Tab 14?

Page 326:09 to 326:17

00326:09 THE WITNESS:
10 I believe the well -- the well
11 plan that -- under Tab 14 is the well plan
12 that we provided to Anadarko for the
13 drilling of the well.
14 EXAMINATION BY MR. YAMIN:
15 Q. Okay. And it appears attached
16 to the AFE that is Exhibit 1919; right?
17 A. That -- that is correct.

Page 330:12 to 330:14

00330:12 (Whereupon, the document
13 referred to was marked as Exhibit No. 3246
14 for identification.)

Page 330:16 to 330:22

00330:16 Q. All right. I'll represent to
17 you that this is BP's parties to this
18 litigation response and objections to
19 Anadarko's request for admissions. We put
20 forth certain factual statements,
21 essentially, and we've asked BP to admit or

22 deny them.

Page 331:14 to 331:17

00331:14 And if you could turn to page 18
15 of this document, you see request for
16 admission No. 26?
17 A. Yes, I do. I see that.

Page 331:22 to 334:04

00331:22 It reads: Please admit that
23 APC -- which I'll represent to you stands
24 for Anadarko Petroleum Corporation -- did
25 not make operational decisions regarding
00332:01 the Macondo well.
02 Do you see that?
03 A. Yes, I do.
04 Q. And then could you read to
05 yourself BP's response to request for
06 admission No. 26, and then I'll ask you a
07 quick question.
08 Are you finished?
09 A. Yes, sir.
10 Q. All right. So BP is stating in
11 the second paragraph, subject to the
12 objections they make, BP parties state as
13 follows: The BP parties admit that under
14 the Macondo prospect offshore drilling
15 operating agreement, BP, as operator, has,
16 quote, th exclusive right and duty to
17 conduct or cause to be conducted all
18 activities or operations under this
19 agreement, close quote.
20 Did I read take correctly?
21 A. Almost correctly.
22 Q. What did I leave out?
23 A. You had the Macondo prospect
24 offshore drilling operating. It's Macondo
25 prospect offshore deepwater operating
00333:01 agreement.
02 Q. Okay. But you're focused on
03 that sentence; right?
04 A. Yes.
05 Q. And then BP goes on to state:
06 However, Anadarko did made certain
07 decisions regarding operations at the
08 Macondo well. For instance, Anadarko
09 decided to make BP Exploration And
10 Production, Inc., an operator of the
11 Macondo well.
12 Do you have an understanding of
13 what that means?
14 A. I understand what that means is
15 that BP was -- was the operator of the

16 Macondo well.

17 Q. Okay.

18 A. And Anadarko decided by
19 execution and ratification of the operating
20 agreement that they agreed that BP would be
21 the operator.

22 Q. So, does this mean that Anadarko
23 made an operational decision to allow BP to
24 be the one that made the operational
25 decisions?

00334:01 A. I think Anadarko made certain --
02 certain decisions, including making BP --
03 making BP the operator for the operations
04 of the Macondo well.

Page 334:19 to 334:19

00334:19 EXAMINATION BY MR. YAMIN:

Page 334:22 to 335:20

00334:22 Anadarko signed the
23 authorizations for expenditure, evidencing
24 it's approval of decisions BP made
25 regarding the drilling and design of the

00335:01 Macondo well.

02 Do you have an understanding of
03 what that means?

04 A. Yes, I have an understanding of
05 what that means.

06 Q. What's that understanding?

07 A. My understanding is that by
08 execution and acceptance of the AFE, that
09 we looked at earlier, indicating Anadarko's
10 participation to become a participating
11 party under the operating agreement.

12 Q. Well, wait a minute. Anadarko
13 signed authorizations for expenditure,
14 evidencing its approval of decisions BP
15 made regarding the drilling and design of
16 the Macondo well.

17 Does that mean that by signing
18 those authorizations, BP is saying,
19 Anadarko approved drilling and design
20 decisions that BP made at Macondo?

Page 335:25 to 336:07

00335:25 I would say that execution of
00336:01 the operating agreement, naming BP as the
02 operator, the operating agreement grants BP
03 the exclusive right and duty to conduct,
04 Anadarko agreed with that, and BP was --
05 was the operator and approved the well plan

06 by its execution of the AFE in the well
07 plan.

Page 338:20 to 338:22

00338:20 Q. Do we at least have to know
21 about a decision that BP made to deemed to
22 have approved it by signing the AFE?

Page 339:01 to 339:19

00339:01 THE WITNESS:
02 I think, standard industry
03 practice is that when you are a
04 participating party underneath an operating
05 agreement, the nonparticipating parties
06 designate the operator to be -- to be the
07 operator. The operator will make -- will
08 make decisions on -- on the well, and those
09 decisions will be maybe shared with the --
10 with the non-operators and there's
11 decisions on the rig that may not be
12 necessarily shared.
13 But if those -- if the
14 non-operator has a question about what's
15 going on on the rig, they have the ability
16 to call meetings under the operating
17 agreement and inquire. That's why they're
18 given realtime information, so that they
19 know exactly what's going on.

Page 349:15 to 350:22

00349:15 Q. Now, I'm afraid that there may
16 be some confusion in the record as to the
17 information that was supplied to MOEX
18 Offshore relating to the drilling plan for
19 Macondo well, and I'd like to clear that
20 up, if I can.
21 I wrote down a number of terms
22 that were used in questions that were posed
23 to you about that kind of information.
24 I wrote down the term "schematic
25 well plan." I wrote down the term "well
00350:01 plan," "detailed well plan," "detailed
02 well drilling procedures," and "changes to
03 well drilling procedures."
04 And I don't know if you remember
05 being asked about any of those terms, but
06 that's what I had written down in my notes.
07 And I'd like, first of all, to
08 refer you back to Exhibit 1919, which is
09 the original authorization for expenditure
10 in this case. And it was prepared

11 according to the document on August 28,
12 2000, and it appears to have been signed by
13 you on behalf of BP and Mr. Ishii on behalf
14 of MOEX Offshore on November 18, 2009, and
15 I'm going to pass it across to you, if I
16 may.

17 Mr. Yamin asked you some
18 questions about the well drilling
19 information that is contained on pages 2
20 and 3 of that document. And let me ask you
21 if that information is what is commonly
22 referred to as a schematic plan for a well?

Page 351:02 to 352:17

00351:02 I'm not sure what a -- the well
03 schematic is, but this is -- this was the
04 well plan that was attached to that showed
05 the basis of -- of design.

06 EXAMINATION BY MR. PRITCHARD:

07 Q. And that is -- that is the well
08 plan that was provided to MOEX at the time
09 that it signed the operating agreement; is
10 that correct?

11 A. It was provided to them at the
12 time they signed the operating agreement
13 and the like-kind exchange. That's
14 correct.

15 Q. Now, there has been reference to
16 some requests that were made by Mr. Ishii
17 on behalf of MOEX Offshore during the
18 period January through April of 2010 for
19 something referred to in his e-mail request
20 as a detailed well plan.

21 Do you recall that?

22 A. I do recall that chain of
23 communications. I think it was referred to
24 as a -- I don't know if it was well plan --
25 it's some -- it was some other terminology.

00352:01 Q. A well plan or a detailed well
02 plan, one of the two.

03 And I believe it was your
04 testimony that you have no knowledge that
05 such a well plan or a detailed well plan,
06 as requested by MOEX Offshore, was ever
07 actually supplied by BP to MOEX Offshore;
08 is that correct?

09 A. That is correct. And other than
10 that -- other than this document here.

11 Q. Okay. And just to make sure
12 that we've clarified the record, there was
13 reference to the phrase "detailed well
14 drilling procedures."

15 Are you aware of any detailed
16 well drilling procedures that were provided

17 to MOEX Offshore?

Page 352:22 to 352:22

00352:22 No, I'm not.

Page 353:01 to 353:03

00353:01 Are you aware of any changes to
02 well drilling procedures that BP supplied
03 to MOEX Offshore?

Page 353:07 to 353:07

00353:07 No, I'm not.

Page 353:09 to 353:18

00353:09 Q. So, then is it fair to say that
10 the only well drilling plan information
11 that you personally know was given to MOEX
12 Offshore in connection with the Macondo
13 well is the information that -- that's
14 attached to the AFE that we just reviewed?
15 A. That's the information that I am
16 aware of that was -- that was provided to
17 them and is listed in the like-kind
18 exchange agreement.

Page 355:08 to 355:13

00355:08 Q. Okay. Now, so far as you are
09 aware, did any representative of MOEX
10 Offshore or any of its related companies
11 ever visit the Deepwater Horizon rig?
12 A. I'm not aware of any visitations
13 by MOEX employees to the Deepwater Horizon.

Page 356:12 to 356:18

00356:12 Q. Okay. You also testified that
13 many of the personnel who were involved in
14 the well drilling operation on the Macondo
15 well were not on the rig but were, in fact,
16 on shore in an office that housed personnel
17 who were -- who were also participating in
18 the effort; is that correct?

Page 356:21 to 357:08

00356:21 THE WITNESS:

22 There are -- there are people
23 on -- on the rig. I think, was -- the vast
24 majority of the BP people working on the
25 well are in the Houston office, not on the
00357:01 rig itself.
02 EXAMINATION BY MR. PRITCHARD:
03 Q. Okay. Well, so far as you were
04 aware, did any representative of MOEX
05 Offshore or any company related to MOEX
06 Offshore ever visit the Houston office
07 where these -- these other personnel were
08 housed?

Page 357:11 to 357:24

00357:11 THE WITNESS:
12 Yes, there -- Ishii came to the
13 office several times. We had several other
14 visitors from MOEX to the office.
15 EXAMINATION BY MR. PRITCHARD:
16 Q. And then, were they there to
17 meet with you?
18 A. Many times they were there to
19 meet -- to meet with me.
20 Q. During the course of their
21 visits, did they ever go out onto what I
22 would consider the floor and talk to the
23 technical personnel who were responsible
24 for operations on the rig?

Page 358:02 to 358:06

00358:02 THE WITNESS:
03 I seem to recall the technical
04 presentation, show and tell, that I
05 testified to earlier that we gave to MOEX
06 was on the exploration floor.

Page 358:08 to 359:09

00358:08 Q. Okay. But other than that, you
09 don't recall any conversations that MOEX
10 Offshore or related company personnel had
11 with any technical personnel who were
12 actively involved in the operations of the
13 rig?
14 A. I don't recall that there was --
15 MOEX employees were walking around the
16 floor.
17 Q. Did you ever put any
18 representative of MOEX Offshore or any
19 related party in touch with anybody
20 involved in rendering services that any one
21 of the contractors who participated in

22 activities on the rig?
23 A. Let me make -- I'm not sure I
24 understand your question.
25 Q. Well, did you ever participate
00359:01 in putting representatives of MOEX Offshore
02 or any of its related companies in touch
03 with contractors, such as Halliburton, for
04 example, who were rendering services in
05 connection with the -- the drilling of the
06 well?
07 A. I don't recall ever doing that,
08 no.
09 Q. Thank you.

Page 360:01 to 360:12

00360:01 Q. So far as you are aware, was
02 any -- anyone from MOEX Offshore or any
03 related company consulted in connection
04 with the design of the drilling plan for
05 the Macondo well?
06 A. I don't -- I don't recall any --
07 any communication as to the design.
08 Q. So far as you're aware, was
09 anyone from MOEX Offshore or any related
10 company consulted in connection with the
11 design or implementation of any changes to
12 the Macondo well drilling plan?

Page 360:22 to 361:10

00360:22 Q. Well, my question is: Do you
23 know whether any representative of MOEX
24 Offshore or any related company knew in
25 advance about any operational decision that
00361:01 was made concerning the drilling of the
02 Macondo well?
03 A. There may have been, but I can't
04 recall any specifics, no.
05 Q. Do you know whether any
06 representative of MOEX Offshore or any
07 related company had any knowledge in
08 advance of any decision made in the course
09 of the attempted temporary abandonment of
10 the Macondo well?

Page 361:15 to 361:15

00361:15 I don't know.

Page 361:21 to 362:05

00361:21 Q. Let me ask you this question.

22 You testified that some personnel from MOEX
23 Offshore and/or its related companies
24 visited the Houston office.
25 Was that during the negotiation
00362:01 phase with respect to the signing of the
02 operating agreement, or was that after the
03 operating agreement was signed?
04 A. There were numerous visits, some
05 before and some after.