

CLAIM TYPE	RTP
	<ul style="list-style-type: none"> • Employed by business satisfying the Tourism Definition and located in Zone C -- RTP is 2.00. • Employed by business satisfying the Tourism Definition and located in Zone D -- RTP is 1.25. • Employed by business satisfying the Charter Fishing Definition and located in Zone A, Zone B or Zone C -- RTP is 2.50. • Employed by business satisfying the Charter Fishing Definition and located in Zone D -- RTP is 1.25. • Employed by business satisfying the Primary Seafood Processor Definition in the Seafood Distribution Chain Definitions who processes Shrimp/Crab/Oyster and is located in Zone A, Zone B, Zone C or Zone D -- RTP is 3.00. • Employed by business satisfying the Primary Seafood Processor Definition in the Seafood Distribution Chain Definitions who processes Seafood other than Shrimp/Crab/Oyster and is located in Zone A, Zone B, Zone C or Zone D -- RTP is 2.25. • Employed by business satisfying the Landing Site or Commercial Wholesale or Retail Dealer A Definitions in the Seafood Distribution Chain Definitions and is located in Zone A, Zone B, Zone C or Zone D -- RTP is 2.25. • Employed by business satisfying the Commercial Wholesale or Retail Dealer B, Secondary Seafood Processor, Seafood Wholesaler or Distributor, or Seafood Retailer Definitions in the Seafood Distribution Chain Definitions and is located in Zone A, Zone B, Zone C or Zone D -- RTP is 2.25. • Employed by Non-Tourism and Non-Seafood Business in Zone A -- RTP is 1.50. • Employed by Non-Tourism and Non-Seafood Business in Zone B -- RTP is 1.25. • Employed by Non-Tourism and Non-Seafood Business in Zone C -- RTP is 0.25. • Employed by Non-Tourism and Non-Seafood Business in Zone D -- RTP is 0.25.

CLAIM TYPE	RTP
Category IV Claimants	Only Claimants who, in 2011, (1) continued to be employed in a position the same as, or similar to, the Claiming Job , and (2) still lived within 60 miles of their place of employment, receive an RTP of 1.
Individual Periodic Vendors	RTP is 1.
Festival Vendors	<ul style="list-style-type: none"> For Festival Vendor with documentation establishing loss of earnings from festivals -- RTP is 1. For Festival Vendor without sufficient documentation of earnings from festival sales who relies on Festival Coordinator Sworn Statements -- No RTP.
Seafood Program Claims	RTPs in respect of Seafood Program Claims are set forth elsewhere in the Settlement Agreement.
Subsistence Claims	RTP is 2.25.
VoO Charter Payment	No RTP.
Vessel Physical Damage	No RTP.
Coastal Real Property Claims	An RTP of 2.50 is applied to the Coastal Real Property Compensation Amount . No RTP for physical damage compensation.
Wetlands Real Property Claims	An RTP of 2.50 is applied to the Wetlands Real Property Compensation Amount . No RTP for physical damage compensation.
Real Property Sales	No RTP.

EXHIBIT 16

Excluded Industries Chart

Exclusion: *Claims for recovery of Moratoria Losses are excluded from the Economic and Property Damages Settlement Class, and no Class Member shall recover for Moratoria Losses.*

Definition: *"Moratoria Losses" means any loss whatsoever caused by or resulting from federal regulatory action or inaction directed at offshore oil industry activity – including shallow water and deepwater activity – that occurred after May 28, 2010, including the federal moratoria on offshore permitting and drilling activities imposed on May 28, 2010 and July 12, 2010 and new or revised safety rules, regulations, inspections, or permitting practices.*

Oil & Gas Industry ¹	Support Services to Oil & Gas Industry ²	Gaming, Banking, Insurance, Funds, Defense Contractors, and Developers ³
<p>Businesses / Employers</p> <ul style="list-style-type: none"> Excluded from the Economic & Property Damages Settlement Class. 	<p>Businesses / Employers</p> <ul style="list-style-type: none"> Businesses / employers on the list of "Industry Types Subject to Automatic Review by Claims Administrator for Potential Moratoria Losses" in Section I of "Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses" shall be subject to automatic review for potential moratoria losses upon submission of business claim, based on the NAICS code shown on claimant's 2010 tax return or business permit, or other evidence of the business's activities that allow the Claims Administrator to determine whether a business falls under the Support Services to Oil & Gas Industry. The Claims Administrator 	<p>Businesses / Employers</p> <ul style="list-style-type: none"> Businesses / employers in these categories of excluded industries are barred from recovery in the settlement for any type of business economic losses. Businesses / employers in these categories are permitted to pursue coastal and wetlands claims. No recovery permitted for businesses / employers in these categories under any other aspect of the Economic &

¹ NAICS codes listed in "Oil & Gas Industry Exclusions" (026694-26703).

² NAICS Codes listed in Sections I & II of "Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses" (026613- 026631).

³ NAICS Codes listed in "Economic Loss and Property Class Definition Exclusions" (028759 - 028772).

	<p>shall create dedicated team to evaluate business economic loss claims from such businesses / employers.</p> <ul style="list-style-type: none"> • Businesses / employers on the list of "Industry Types Subject to Question Regarding Support Services to Oil & Gas Industry and Possible Review by Claims Administrator for Potential Moratoria Losses," in Section II of "Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses," based on the NAICS code shown on claimant's 2010 tax return or business permit, or other evidence of the business's activities that allow the Claims Administrator to determine whether a business falls under the Support Services to Oil & Gas Industry are subject to the following question: "In 2009, did your business provide significant services, goods, and/or supplies to businesses in the offshore oil & gas industry in the Gulf of Mexico?"⁴ If the claimant responds affirmatively, its claim shall be routed by the Claims Administrator to a team dedicated to the evaluation of business economic loss claims for potential moratoria losses. Claimant shall be required to provide supplemental information in order for Claims Administrator to conduct this review. If the claimant responds negatively, its claim proceeds under normal processing. • All businesses / employers in this category are barred from recovery for moratoria damages. 	Property Damage Settlement Class.
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⁴ See the NAICS Codes listed in Section II of "Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses" (026613 - 026631).

	<ul style="list-style-type: none">• No businesses / employers in this category release moratoria claims.• All businesses / employers in this category permitted to pursue business economic loss claims for (i) non-moratoria business interruption from Oil & Gas industry support service activities & (ii) non-Oil & Gas Industry economic losses, but claimant must establish (i) & (ii) were in the judgment of the Administrator due to or resulting from the DWH Spill.• The standard business economic loss frameworks for causation shall apply to non-moratoria losses. Causation shall be determined prior to the determination of the Moratorium Loss. However, if in the judgment of the administrator, the result of this causation test is driven predominantly by the inclusion of the moratorium losses in the calculation, then the administrator shall conduct an individual review of the claim file to determine whether the non-moratorium portion of the loss was in whole or in part due to or resulting from the DWH Spill.• In determinations of moratoria losses, the standard business economic loss framework shall not apply. Rather, the Claims Administrator's dedicated team shall be given parameters agreed upon by the parties that must be applied to distinguish among	
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	<p>economic loss due to or resulting from (i) moratoria and (ii) non-moratoria economic loss.</p> <ul style="list-style-type: none"> • BP and PSC to develop agreed upon guidance that the Claims Administrator shall apply in making compensation determinations that adhere to the moratoria exclusion in the settlement agreement. • <i>In general, one of the parameters shall be that the Claims Administrator shall be directed to calculate the claimant's non-moratoria economic loss due to or resulting from the DWH Spill by isolating losses that occurred prior to imposition of the moratoria on May 28, 2010, and any continuation of such losses that might have been expected in the absence of the moratoria. The incremental impact of the moratoria on claimant's losses generally would not be recoverable in the settlement.</i> • RTP applied only to the claimant's base economic loss, if any, that the Claims Administrator determines is non-moratoria economic loss due to or resulting from the DWH Spill. Claimant receives RTP for Other Industries for the zone in which it is located. • Such businesses / employers are permitted to pursue all other recovery permitted under other aspects of Economic & Property Damage Settlement Class. 	
Individuals / Employees	Individuals / Employees	Individuals / Employees

<ul style="list-style-type: none"> • Individuals / employees employed by businesses or employers in Oil & Gas Industry are barred from recovery in the settlement for any type of individual economic loss claim arising out of any employment or former employment within the Oil & Gas Industry. • However, such individuals / employees are permitted to pursue individual economic loss claims for other jobs outside of excluded industries. If any of claimant's other jobs is for a business / employer in the Support Services to Oil & Gas Industry, evaluation of the claimant's individual economic loss claim, shall proceed pursuant to requirements specified in Support Services to Oil & Gas Industry column of this chart. If all the claimant's other jobs are for a business / employer other than an excluded industry, business / employer in the Oil & Gas Industry, or Support Services to Oil & Gas Industry, then the claimant's claim shall be evaluated under the standard frameworks 	<ul style="list-style-type: none"> • An individual / employee claimant's application shall include sufficient evidence of their employer's business activities to allow the Claims Administrator to determine whether the business / employer falls under the Support Services to Oil & Gas Industry NAICS codes in "Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses." • Individuals / employees of businesses or employers on the list of "Industry Types Subject to Automatic Review by Claims Administrator for Potential Moratoria Losses" in Section I of "Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses" are subject to automatic review for potential moratoria losses upon submission of an individual claim and are routed by Claims Administrator to dedicated team for evaluation of individual economic loss claims from such employees. • Individuals / employees of businesses / employers on the list of "Industry Types Subject to Question Regarding Support Services to Oil & Gas Industry and Possible Review by Claims Administrator for Potential Moratoria Losses" in Section II of "Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses" and whose business / employer affirms that in 2009 the business / employer provided significant services, goods, and/or supplies to businesses in the offshore oil & gas industry in the Gulf of Mexico 	<ul style="list-style-type: none"> • Individuals / employees employed by businesses or employers in excluded industry category are barred from recovery in the settlement for any type of individual economic loss claim for work performed for an excluded employer. • However, such individuals/employees are permitted to pursue individual economic loss claims for other jobs outside of excluded industries. If any of claimant's other jobs is for a business / employer in the Support Services to Oil & Gas Industry, evaluation of the claimant's individual economic loss claim shall proceed pursuant to requirements specified in Support Services to Oil & Gas Industry column of this chart. If all the claimant's other jobs are for a business / employer other than an employer in the Oil & Gas Industry or Support Services to Oil & Gas Industry, then the claimant's claim shall be evaluated under the standard framework for economic loss claims. • Such individuals / employees are permitted to pursue all other recovery permitted under other aspects of Economic & Property Damage
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<p>for economic loss claims.</p> <ul style="list-style-type: none"> • Such individuals / employees are permitted to pursue all other recovery permitted under other aspects of Economic & Property Damage Settlement Class. • All individuals / employees in this category are barred from recovery for moratoria damages. • Individuals / employees in this category do not release moratoria claims. 	<p>shall be subject to review for potential moratoria losses upon submission of an individual claim and are routed by Claims Administrator to dedicated team to evaluation of individual economic loss claims from such employees. Claimant shall be required to provide supplemental information in order for Claims Administrator to conduct this review.</p> <ul style="list-style-type: none"> • An individual / employee claimant will not be subject to automatic review for potential moratoria losses if, before the individual / employee's economic loss claim is approved for payment, his business / employer already has been approved for claim compensation by the Claims Administrator with no Moratorium Losses deducted. • All individuals / employees in this category are barred from recovery for moratoria damages. • No individuals / employees in this category release moratoria claims. • All individuals / employees in this category are permitted to pursue settlement claims for economic loss incurred as a result of their employment in the Support Services to Oil & Gas Industry for (i) non-moratoria business interruption from Oil & Gas industry support service activities & (ii) non Oil & Gas Industry economic losses. Claimant must establish (i) & (ii) were due to or resulting from the DWH Spill. 	<p>Settlement Class.</p> <ul style="list-style-type: none"> • All individuals / employees in this category are barred from recovery for moratoria damages. • Individuals / employees in this category do not release moratoria claims or claims for excluded losses.
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	<ul style="list-style-type: none"> • No causation presumptions for any individuals / employees in this category seeking recovery for economic losses incurred as a result of their employment in the Support Services to Oil & Gas Industry. However, the standard individual economic loss Causation Presumptions do apply to economic losses incurred not in the Support of Services to the Oil & Gas Industry as reflected in the businesses identified within the NAICS codes attached. • In determinations of moratoria losses, the standard individual economic loss framework shall not apply. Rather, the Claims Administrator shall distinguish for a claimant's Support Services to Oil & Gas Industry job among economic loss due to or resulting from (i) moratoria and (ii) non-moratoria economic loss. BP and PSC to develop agreed upon guidance that the Claims Administrator shall apply in making compensation determinations that adhere to the moratoria exclusion in the settlement agreement. • With regard to the claimant's Support Services to Oil & Gas Industry job, he or she shall be eligible to payment pursuant to the settlement only for non-moratoria economic losses due to or resulting from the DWH Spill, based upon BP & PSC guidance to Claims Administrator. • <i>In general, one of the parameters shall be whether individuals lost their job more than thirty (30) days after the May 28, 2010</i> 	
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	<p><i>moratorium, which will generally indicate that the individual incurred such economic losses as the result of the moratorium, not due to or as a result of the DWH spill.</i></p> <ul style="list-style-type: none"><i>In general, one of the parameters shall be whether individuals experienced reduced hours prior the moratorium but did not lose their job, which will generally indicate that the full value of the lost earnings through December 2010 were losses due to the DWH Spill and not due to the moratorium.</i>For the claimant's Support Services to Oil & Gas Industry job, an RTP shall be applied only to the base economic loss, if any, that the Claims Administrator determines is non-moratoria economic loss due to or resulting from the DWH Spill. Claimant receives the RTP for Other Industries for the zone in which employer is located.Claimants in this category are permitted to pursue individual economic loss claims for other jobs outside the Support Service to Oil & Gas Industry under standard individual economic loss frameworks.Claimants in this category are permitted to pursue all other recovery permitted under other aspects of Economic & Property Damage Settlement Class.	
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EXHIBIT 17

Oil & Gas Industry Exclusions

Business Entities within the NAICS Code descriptions set forth below are excluded from the class. Natural Persons employed by a Business Entity within the NAICS Code descriptions set forth below are excluded to the extent and in the manner set forth in the Excluded Industries Chart (Bates Nos. 026686 - 026693]

The Claims Administrator shall determine the appropriate NAICS code for a Business Entity based on his review of (a) the NAICS code shown on a Business Entity claimant's 2010 tax return, (b) 2010 business permits or license(s), and/or (c) other evidence of the business's activities necessary for the Claims Administrator to determine the appropriate NAICS code.

211111 - Crude Petroleum and Natural Gas Extraction

This U.S. industry comprises establishments primarily engaged in (1) the exploration, development and/or the production of petroleum or natural gas from wells in which the hydrocarbons will initially flow or can be produced using normal pumping techniques or (2) the production of crude petroleum from surface shales or tar sands or from reservoirs in which the hydrocarbons are semisolids. Establishments in this industry operate oil and gas wells on their own account or for others on a contract or fee basis.

- Coal gasification at mine site
- Coal liquefaction at mine site
- Coal pyrolysis
- Crude petroleum from oil sand
- Crude petroleum from oil shale
- Crude petroleum production
- Gas, natural, extraction
- Kerogen processing
- Lease condensate production
- Natural gas production
- Natural gas, offshore production
- Offshore crude petroleum production
- Offshore natural gas production
- Oil and gas field development for own account
- Oil and gas field exploration for own account
- Oil shale mining and/or beneficiating
- Petroleum, crude, production (i.e., extraction)
- Shale, oil, mining and/or beneficiating
- Stripper well production
- Tar sands mining

211112 - Natural Gas Liquid Extraction

This U.S. industry comprises establishments primarily engaged in the recovery of liquid hydrocarbons from oil and gas field gases. Establishments primarily engaged in sulfur recovery from natural gas are included in this industry.

- Butane, natural, mining
- Casing-head butane and propane production
- Condensate, cycle, natural gas production
- Cycle condensate production
- Ethane recovered from oil and gas field gases
- Fractionating natural gas liquids

- Gas, natural liquefied petroleum, extraction
- Gas, natural, liquids, extraction
- Gas, residue, extraction
- Gases, petroleum, liquefied, extraction
- Gasoline, natural, production
- Isobutane recovered from oil and gas field gases
- Isopentane recovered from oil and gas field gases
- Liquefied petroleum gases (LPG), natural
- Liquid hydrocarbons recovered from oil and gas field gases
- Liquids, natural gas (e.g., ethane, isobutane, natural gasoline, propane) recovered from oil and gas field gases
- Natural gas liquids (e.g., ethane, isobutane, natural gasoline, propane) recovered from oil and gas field gases
- Natural gasoline recovered from oil and gas field gases
- Oil line drip, natural gas liquid
- Petroleum gases, liquefied, recovering from oil and gas field gases
- Propane recovered from oil and gas field gases
- Residue gas production
- Sulfur recovered from natural gas

213111 - Drilling Oil and Gas Wells

This U.S. industry comprises establishments primarily engaged in drilling oil and gas wells for others on a contract or fee basis. This industry includes contractors that specialize in spudding in, drilling in, redrilling, and directional drilling.

- Directional drilling of oil and gas wells on a contract basis
- Drilling directional oil and gas field wells on a contract basis
- Drilling for gas on a contract basis
- Drilling for oil on a contract basis
- Drilling gas and oil field wells on a contract basis
- Drilling oil and gas field service wells on a contract basis
- Drilling water intake wells, oil and gas field on a contract basis
- Gas well drilling on a contract basis

- Oil and gas well drilling services (redrilling, spudding, tailing) on a contract basis
- Oil well drilling on a contract basis
- Reconditioning oil and gas field wells on a contract basis
- Reworking oil and gas wells on a contract basis
- Service well drilling on a contract basis
- Spudding in oil and gas wells on a contract basis
- Tailing in oil and gas field wells on a contract basis
- Water intake well drilling, oil and gas field on a contract basis
- Well drilling (i.e., oil, gas, water intake wells) on a contract basis
- Workover of oil and gas wells on a contract basis

213112 - Support Activities for Oil and Gas Operations

This U.S. industry comprises establishments primarily engaged in performing support activities on a contract or fee basis for oil and gas operations (except site preparation and related construction activities). Services included are exploration (except geophysical surveying and mapping); excavating slush pits and cellars, well surveying; running, cutting, and pulling casings, tubes, and rods; cementing wells, shooting wells; perforating well casings; acidizing and chemically treating wells; and cleaning out, bailing, and swabbing wells.

Acidizing oil and gas field wells on a contract basis
Building oil and gas well foundations on a contract basis
Building, erecting, repairing, and dismantling oil and gas field rigs and derricks on a contract basis
Cementing oil and gas well casings on a contract basis
Chemically treating oil and gas wells (e.g., acidizing, bailing, swabbing) on a contract basis
Cleaning oil and gas field lease tanks on a contract basis

Cleaning out (e.g., bailing out, steam cleaning, swabbing) wells on a contract basis
Cleaning wells on a contract basis

Cleaning, repairing, and dismantling oil and gas field lease tanks on a contract basis
Contract services (except site preparation and related construction contractor activities) for oil and gas fields
Core cutting in oil and gas wells, on a contract basis
Core drilling, exploration services, oil and gas field
Cutting cores in oil and gas wells on a contract basis

Derrick building, repairing, and dismantling at oil and gas fields on a contract basis
Dismantling of oil well rigs on a contract basis
Drilling rat holes and mouse holes at oil and gas fields on a contract basis
Drilling shot holes at oil and gas fields on a contract basis
Drilling site preparation at oil and gas fields on a contract basis
Drill-stem testing in oil, gas, dry, and service well drilling on a contract basis

Excavating mud pits, slush pits, and cellars at oil and gas fields on a contract basis
Exploration services for oil and gas (except geophysical surveying and mapping) on a contract basis
Fishing for tools at oil and gas fields on a contract basis
Gas well rig building, repairing, and dismantling on a contract basis
Gas, compressing natural, in the field on a contract basis
Geological exploration (except surveying) for oil and gas on a contract basis

Geophysical exploration (except surveying) for oil and gas on a contract basis
Hard banding oil and gas field service on a contract basis
Hot oil treating of oil field tanks on a contract basis
Hot shot service on a contract basis
Hydraulic fracturing wells on a contract basis
Impounding and storing salt water in connection with petroleum production
Installing production equipment at the oil or gas field on a contract basis
Lease tank cleaning and repairing on a contract basis
Logging wells on a contract basis
Mouse hole and rat hole drilling at oil and gas fields on a contract basis
Mud service for oil field drilling on a contract basis
Oil and gas field services (except contract drilling, site preparation and related construction contractor activities) on a contract basis
Oil field exploration (except surveying) on a contract basis
Oil sampling services on a contract basis
Oil well logging on a contract basis

Oil well rig building, repairing, and dismantling, on a contract basis
Paraffin services, oil and gas field, on a contract basis
Perforating oil and gas well casings on a contract basis
Pipe testing services, oil and gas field, on a contract basis
Plugging and abandoning wells on a contract basis
Preparation of oil and gas field drilling sites (except site preparation and related construction contractor activities) on a contract basis
Pulling oil and gas field casings, tubes, or rods on a contract basis
Pumping oil and gas wells on a contract basis
Rathole and mousehole drilling at oil and gas fields on a contract basis

Removal of condensate gasoline from field gathering lines on a contract basis
Rig skidding, oil and gas field, on a contract basis
Roustabout mining services, on a contract basis
Salt water disposal systems, oil and gas field, on a contract basis
Sand blasting pipelines on lease, oil and gas field on a contract basis

Seismograph exploration (except surveying) for oil and gas on a contract basis
Servicing oil and gas wells on a contract basis
Shot hole drilling, oil and gas field, on a contract basis
Skidding of rigs, oil and gas field, on a contract basis
Slush pits and cellars, excavation of, on a contract basis
Steam cleaning oil and gas wells on a contract basis
Stratigraphic drilling, oil and gas field exploration on a contract basis
Surveying (except seismographic) oil or gas wells on a contract basis
Swabbing oil or gas wells on a contract basis

Well casing running, cutting and pulling, oil and gas field on a contract basis
Well logging, oil and gas field, on a contract basis
Well plugging, oil and gas field, on a contract basis
Well pumping, oil and gas field, on a contract basis
Well servicing, oil and gas field, on a contract basis
Well surveying, oil and gas field, on a contract basis
Wireline services, oil and gas field, on a contract basis

221210 - Natural Gas Distribution

This industry comprises: (1) establishments primarily engaged in operating gas distribution systems (e.g., mains, meters); (2) establishments known as gas marketers that buy gas from the well and sell it to a distribution system; (3) establishments known as gas brokers or agents that arrange the sale of gas over gas distribution systems operated by others; and (4) establishments primarily engaged in transmitting and distributing gas to final consumers.

Blue gas, carbureted, production and distribution
Coke oven gas, production and distribution
Distribution of manufactured gas
Distribution of natural gas
Gas, manufactured, production and distribution
Gas, mixed natural and manufactured, production and distribution
Gas, natural, distribution
Liquefied petroleum gas (LPG) distribution through mains
Manufactured gas production and distribution

Natural gas brokers
Natural gas distribution systems
Natural gas marketers

237120 - Oil and Gas Pipeline and Related Structures Construction

This industry comprises establishments primarily engaged in the construction of oil and gas lines, mains, refineries, and storage tanks. The work performed may include new work, reconstruction, rehabilitation, and repairs. Specialty trade contractors are included in this group if they are engaged in activities primarily related to oil and gas pipeline and related structures construction. All structures (including buildings) that are integral parts of oil and gas networks (e.g., storage tanks, pumping stations, and refineries) are included in this industry.

Compressor, metering and pumping station, gas and oil pipeline, construction
Construction management, oil and gas pipeline
Construction management, oil refinery and petrochemical complex
Corrosion protection, underground pipeline and oil storage tank
Distribution line, gas and oil, construction
Gas main construction
Gathering line, gas and oil field, construction
Natural gas pipeline construction
Natural gas processing plant construction
Oil and gas field distribution line construction
Oil pipeline construction
Oil refinery construction
Petrochemical plant construction
Petroleum refinery construction
Pipe lining (except thermal insulating) contractors
Pipeline construction on oil and gas field gathering lines to point of distribution on a contract basis
Pipeline rehabilitation contractors
Pipeline wrapping contractors
Pipeline, gas and oil, construction
Pumping station, gas and oil transmission, construction
Refinery, petroleum, construction
Service line, gas and oil, construction
Storage tank, natural gas or oil, tank farm or field, construction

324110 - Petroleum Refineries

This industry comprises establishments primarily engaged in refining crude petroleum into refined petroleum. Petroleum refining involves one or more of the following activities: (1) fractionation; (2) straight distillation of crude oil; and (3) cracking.

Acid oils made in petroleum refineries
Aliphatic chemicals (i.e., acyclic) made in petroleum refineries
Alkylates made in petroleum refineries
Asphalt and asphaltic materials made in petroleum refineries
Asphalt paving mixtures made in petroleum refineries
Aviation fuels manufacturing
Benzene made in petroleum refineries
Butylene (i.e., butene) made in petroleum refineries
Coke, petroleum, made in petroleum refineries
Crude oil refining

Crude petroleum refineries
Cumene made in petroleum refineries
Cyclic aromatic hydrocarbons made in petroleum refineries
Diesel fuels made in petroleum refineries
Ethylene made in petroleum refineries
Fuel oils manufacturing
Fuels, jet, manufacturing
Gasoline made in petroleum refineries
Heating oils made in petroleum refineries
Hydraulic fluids made in petroleum refineries
Jet fuels manufacturing
Kerosene manufacturing
Liquefied petroleum gas (LPG) made in refineries
Lubricating oils and greases made in petroleum refineries
Naphtha made in petroleum refineries
Naphthenic acids made in petroleum refineries
Oil (i.e., petroleum) refineries
Oil additives made in petroleum refineries
Oils, fuel, manufacturing
Paraffin waxes made in petroleum refineries
Petrochemical feedstocks made in petroleum refineries
Petrochemicals made in petroleum refineries
Petroleum coke made in petroleum refineries
Petroleum cracking and reforming
Petroleum distillation
Petroleum jelly made in petroleum refineries
Petroleum lubricating oils made in petroleum refineries
Petroleum refineries
Propane gases made in petroleum refineries
Propylene (i.e., propene) made in petroleum refineries
Refineries, petroleum
Refinery gases made in petroleum refineries
Road oils made in petroleum refineries
Solvents made in petroleum refineries
Still gases made in petroleum refineries
Styrene made in petroleum refineries
Tar made in petroleum refineries
Toluene made in petroleum refineries
Waxes, petroleum, made in petroleum refineries
Xylene made in petroleum refineries

324191 - Petroleum Lubricating Oil and Grease Manufacturing

This U.S. industry comprises establishments primarily engaged in blending or compounding refined petroleum to make lubricating oils and greases and/or re-refining used petroleum lubricating oils.

Brake fluids, petroleum, made from refined petroleum
Cutting oils made from refined petroleum
Greases, petroleum lubricating, made from refined petroleum
Grinding oils, petroleum, made from refined petroleum
Hydraulic fluids, petroleum, made from refined petroleum
Lubricating oils and greases, petroleum, made from refined petroleum

Motor oils, petroleum, made from refined petroleum
Oils, lubricating petroleum, made from refined petroleum
Oils, petroleum lubricating, re-refining used
Petroleum lubricating oils made from refined petroleum
Re-refining used petroleum lubricating oils
Rust arresting petroleum compounds made from refined petroleum
Transmission fluids, petroleum, made from refined petroleum

324199 - All Other Petroleum and Coal Products Manufacturing

This U.S. industry comprises establishments primarily engaged in manufacturing petroleum products (except asphalt paving, roofing, and saturated materials and lubricating oils and greases) from refined petroleum and coal products made in coke ovens not integrated with a steel mill.

Boulets (i.e., fuel bricks) made from refined petroleum
Briquettes, petroleum, made from refined petroleum
Calcining petroleum coke from refined petroleum

Coke oven products (e.g., coke, gases, tars) made in coke oven establishments
Fuel briquettes or boulets made from refined petroleum
Oil-based additives made from refined petroleum
Petroleum jelly made from refined petroleum
Petroleum waxes made from refined petroleum
Road oils made from refined petroleum
Waxes, petroleum, made from refined petroleum

325110 - Petrochemical Manufacturing

This industry comprises establishments primarily engaged in (1) manufacturing acyclic (i.e., aliphatic) hydrocarbons such as ethylene, propylene, and butylene made from refined petroleum or liquid hydrocarbon and/or (2) manufacturing cyclic aromatic hydrocarbons such as benzene, toluene, styrene, xylene, ethyl benzene, and cumene made from refined petroleum or liquid hydrocarbons.

Acyclic hydrocarbons (e.g., butene, ethylene, propene) (except acetylene) made from refined petroleum or liquid hydrocarbons
Aliphatic (e.g., hydrocarbons) (except acetylene) made from refined petroleum or liquid hydrocarbons
Benzene made from refined petroleum or liquid hydrocarbons
Butadiene made from refined petroleum or liquid hydrocarbons
Butane made from refined petroleum or liquid hydrocarbons
Butylene made from refined petroleum or liquid hydrocarbons
Cumene made from refined petroleum or liquid hydrocarbons

Cyclic aromatic hydrocarbons made from refined petroleum or liquid hydrocarbons
Dodecene made from refined petroleum or liquid hydrocarbons
Ethane made from refined petroleum or liquid hydrocarbons
Ethylbenzene made from refined petroleum or liquid hydrocarbons
Ethylene made from refined petroleum or liquid hydrocarbons
Heptanes made from refined petroleum or liquid hydrocarbons
Heptenes made from refined petroleum or liquid hydrocarbons
Isobutane made from refined petroleum or liquid hydrocarbons
Isobutene made from refined petroleum or liquid hydrocarbons
Isoprene made from refined petroleum or liquid hydrocarbons
Nonene made from refined petroleum or liquid hydrocarbons

- Olefins made from refined petroleum or liquid hydrocarbons
- Paraffins made from refined petroleum or liquid hydrocarbons
- Pentanes made from refined petroleum or liquid hydrocarbons
- Pentenenes made from refined petroleum or liquid hydrocarbons
- Propylene made from refined petroleum or liquid hydrocarbons
- Styrene made from refined petroleum or liquid hydrocarbons
- Toluene made from refined petroleum or liquid hydrocarbons
- Xylene made from refined petroleum or liquid hydrocarbons

325120 - Industrial Gas Manufacturing

This industry comprises establishments primarily engaged in manufacturing industrial organic and inorganic gases in compressed, liquid, and solid forms.

- Acetylene manufacturing
- Argon manufacturing
- Carbon dioxide manufacturing
- Chlorodifluoromethane manufacturing
- Chlorofluorocarbon gases manufacturing
- Compressed and liquefied industrial gas manufacturing
- Dichlorodifluoromethane manufacturing
- Dry ice (i.e., solid carbon dioxide) manufacturing
- Fluorinated hydrocarbon gases manufacturing
- Fluorocarbon gases manufacturing
- Gases, industrial (i.e., compressed, liquefied, solid), manufacturing
- Helium manufacturing
- Helium recovery from natural gas
- Hydrogen manufacturing
- Ice, dry, manufacturing
- Industrial gases manufacturing
- Liquid air manufacturing
- Monochlorodifluoromethane manufacturing
- Neon manufacturing
- Nitrogen manufacturing
- Nitrous oxide manufacturing
- Oxygen manufacturing

333132 - Oil and Gas Field Machinery and Equipment Manufacturing

This U.S. industry comprises establishments primarily engaged in (1) manufacturing oil and gas field machinery and equipment, such as oil and gas field drilling machinery and equipment; oil and gas field production machinery and equipment; and oil and gas field derricks and (2) manufacturing water well drilling machinery.

- Bits, rock drill, oil and gas field-type, manufacturing
- Christmas tree assemblies, oil and gas field-type, manufacturing
- Derricks, oil and gas field-type, manufacturing
- Drilling equipment, oil and gas field-type, manufacturing
- Drilling rigs, oil and gas field-type, manufacturing
- Gas well machinery and equipment manufacturing
- Oil and gas field-type drilling machinery and equipment (except offshore floating platforms) manufacturing
- Rock drill bits, oil and gas field-type, manufacturing
- Water well drilling machinery manufacturing
- Well logging equipment manufacturing

424710 - Petroleum Bulk Stations and Terminals

This industry comprises establishments with bulk liquid storage facilities primarily engaged in the merchant wholesale distribution of crude petroleum and petroleum products, including liquefied petroleum gas.

- Bulk gasoline stations
- Bulk stations, petroleum
- Crude oil terminals
- Fuel oil bulk stations and terminals
- Gasoline bulk stations and terminals
- Liquefied petroleum gas (LPG) bulk stations and terminals
- Lubricating oils and greases bulk stations and terminals
- Oil, petroleum, bulk stations and terminals
- Petroleum and petroleum products bulk stations and terminals
- Propane bulk stations and terminals
- Terminals, petroleum

424720 - Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)

This industry comprises establishments primarily engaged in the merchant wholesale distribution of petroleum and petroleum products (except from bulk liquid storage facilities).

- Crude oil merchant wholesalers (except bulk stations, terminals)
- Fuel oil merchant wholesalers (except bulk stations, terminals)
- Fuel oil truck jobbers
- Fueling aircraft (except on contract basis)
- Gasoline merchant wholesalers (except bulk stations, terminals)

Liquefied petroleum gas (LPG) merchant wholesalers (except bulk stations, terminals)

- Lubricating oils and greases merchant wholesalers (except bulk stations, terminals)
- Oil, petroleum, merchant wholesalers (except bulk stations, terminals)
- Petroleum and petroleum products merchant wholesalers (except bulk stations, terminals)

486110 - Pipeline Transportation of Crude Oil

This industry comprises establishments primarily engaged in the pipeline transportation of crude oil.

- Booster pumping station, crude oil transportation
- Crude oil pipeline transportation
- Petroleum pipelines, crude
- Pipeline transportation, crude oil

486210 - Pipeline Transportation of Natural Gas

This industry comprises establishments primarily engaged in the pipeline transportation of natural gas from processing plants to local distribution systems.

- Booster pumping station, natural gas transportation
- Gas, natural, pipeline operation
- Natural gas pipeline transportation

- Natural gas transmission (i.e., processing plants to local distribution systems)
- Pipeline transportation, natural gas
- Storage of natural gas
- Transmission of natural gas via pipeline (i.e., processing plants to local distribution systems)

486910 - Pipeline Transportation of Refined Petroleum Products

This industry comprises establishments primarily engaged in the pipeline transportation of refined petroleum products.

Booster pumping station, refined petroleum products transportation

Gasoline pipeline transportation

Natural gas liquids pipeline transportation

Petroleum pipelines, refined

Pipeline transportation, gasoline and other refined petroleum products

Refined petroleum products pipeline transportation

486990 - All Other Pipeline Transportation

This industry comprises establishments primarily engaged in the pipeline transportation of products except crude oil, natural gas, and refined petroleum products.

Booster pumping station (except natural gas, petroleum)

Coal pipeline transportation

Pipeline transportation (except crude oil, natural gas, refined petroleum products)

Slurry pipeline transportation

EXHIBIT 18

Economic Loss and Property Class Definition Exclusions

(Gaming, Banking, Insurance, Funds, Defense Contractors, and Developers)

Business Entities within the NAICS Code descriptions set forth in Sections I-IV below, or within the descriptions set forth below in Sections V (Defense Contractors) and VI (Developers and Sellers of Real Property), and Natural Persons (Individuals) employed by such business entities, are excluded from the class to the extent and in the manner set forth in the Excluded Industries Chart [026686 - 026693].¹

With respect to claims by any Business Entity or by a Natural Person related to his or her employment by a Business Entity, the Claims Administrator shall determine the appropriate NAICS code for the Business Entity based on his review of (a) the NAICS code shown on a Business Entity claimant's 2010 tax return, (b) 2010 business permits or license(s), and/or (c) other evidence of the business's activities necessary for the Claims Administrator to determine the appropriate NAICS code.

For Defense Contractors and Real Estate Developers or Sellers, the applicability of the exclusion will be determined by the Claims Administrator based upon his review of (a) the claimant's 2010 tax return, (b) 2010 business permits or license(s), and/or (c) other evidence of the relevant business's or individual's activities necessary for the Claims Administrator to determine whether the exclusion applies.

I. Gaming Industry²

713210 - Casinos (except Casino Hotels)

This industry comprises establishments primarily engaged in operating gambling facilities that offer table wagering games along with other gambling activities, such as slot machines and sports betting. These establishments often provide food and beverage services. Included in this industry are floating casinos (i.e., gambling cruises, riverboat casinos).

- Casinos (except casino hotels)
- Cruises, gambling
- Floating casinos (i.e., gambling cruises, riverboat casinos)
- Gambling cruises
- Riverboat casinos
- Stand alone casinos (except slot machine parlors)

713290 - Other Gambling Industries

This industry comprises establishments primarily engaged in operating gambling facilities (except casinos or casino hotels) or providing gambling services.

- Bingo halls
- Bingo parlors
- Bookies
- Bookmakers
- Card rooms (e.g., poker rooms)

¹ Business Entities and Natural Persons (Individuals) also may be subject to other exclusions as set forth in the Agreement in Principle Regarding *Deepwater Horizon* Economic and Property Damages Settlement.

² The following business types will not be excluded: (1) bingo parlors and (2) video gaming at truck stops, bars, restaurants, hotels, racetracks, bingo parlors, and off-track betting parlors.

Coin-operated gambling device concession operators (i.e., supplying and servicing in others' facilities)

Gambling control boards, operating gambling activities

Gambling device arcades or parlors, coin-operated

Gambling device concession operators (i.e., supplying and servicing in others' facilities), coin-operated

Lottery control boards (i.e., operating lotteries)

Lottery corporations

Lottery ticket sales agents (except retail stores)

Lottery ticket vendors (except retail stores)

Off-track betting parlors

Slot machine concession operators (i.e., supplying and servicing in others' facilities)

Slot machine parlors

Video gambling device concession operators (i.e., supplying and servicing in others' facilities)

Video gaming device concession operators (i.e., supplying and servicing in others' facilities)

721120 - Casino Hotels

This industry comprises establishments primarily engaged in providing short-term lodging in hotel facilities with a casino on the premises. The casino on premises includes table wagering games and may include other gambling activities, such as slot machines and sports betting. These establishments generally offer a range of services and amenities, such as food and beverage services, entertainment, valet parking, swimming pools, and conference and convention facilities.

Casino hotels

Hotels, casino

Hotels, resort, with casinos

Hotels, seasonal, with casinos

Resort hotels with casinos

711212 - Racetracks

This U.S. industry comprises establishments primarily engaged in operating racetracks. These establishments may also present and /or promote the events, such as auto, dog, and horse races, held in these facilities.

Automobile racetracks

Dog racetracks

Drag strips

Greyhound dog racetracks

Harness racetracks

Horse racetracks

Motorcycle racetracks

Racetracks (e.g., automobile, dog, horse)

Snowmobile racetracks

Speedways

Stock car racetracks

Thoroughbred racetracks

II. Banking Industry³

³ The following business types will not be excluded: standalone ATM businesses, payday loans or paycheck advance businesses.

522110 - Commercial Banking

This industry comprises establishments primarily engaged in accepting demand and other deposits and making commercial, industrial, and consumer loans. Commercial banks and branches of foreign banks are included in this industry.

- Banks, commercial
- Branches of foreign banks
- Commercial banking
- Commercial banks
- Depository trust companies
- National commercial banks
- State commercial banks

522120 - Savings Institutions

This U.S. industry comprises establishments primarily engaged in accepting time deposits, making mortgage and real estate loans, and investing in high-grade securities. Savings and loan associations and savings banks are included in this industry.

- Associations, savings and loan
- Banks, savings
- Federal savings and loan associations (S&L)
- Federal savings banks
- Institutions, savings
- Mutual savings banks
- Savings and loan associations (S&L)
- Savings banks
- Savings institutions
- State savings and loan associations
- State savings banks

522190 - Other Depository Credit Intermediation

This industry comprises establishments primarily engaged in accepting deposits and lending funds (except commercial banking, savings institutions, and credit unions). Establishments known as industrial banks or Morris Plans and primarily engaged in accepting deposits, and private banks (i.e., unincorporated banks) are included in this industry.

- Banks, industrial (i.e., known as), depository
- Banks, private (i.e., unincorporated)
- Industrial banks (i.e., known as), depository
- Morris Plans (i.e., known as), depository
- Plans, Morris (i.e., known as), depository
- Private banks (i.e., unincorporated)

522210 - Credit Card Issuing

This industry comprises establishments primarily engaged in providing credit by issuing credit cards. Credit card issuance provides the funds required to purchase goods and services in return for payment of the full balance or payments on an installment basis. Credit card banks are included in this industry.

- Banks, credit card
- Charge card issuing
- Credit card banks
- Credit card issuing
- Issuing, credit card

522291 - Consumer Lending

This U.S. industry comprises establishments primarily engaged in making unsecured cash loans to consumers.

- Consumer finance companies (i.e., unsecured cash loans)
- Consumer lending
- Finance companies (i.e., unsecured cash loans)
- Loan companies (i.e., consumer, personal, small, student)
- Personal credit institutions (i.e., unsecured cash loans)
- Personal finance companies (i.e., unsecured cash loans)
- Small loan companies (i.e., unsecured cash loans)
- Student loan companies

522292 - Real Estate Credit

This U.S. industry comprises establishments primarily engaged in lending funds with real estate as collateral.

- Construction lending
- Farm mortgage lending
- Federal Land Banks
- Home equity credit lending
- Loan correspondents (i.e., lending funds with real estate as collateral)
- Mortgage banking (i.e., nondepository mortgage lending)
- Mortgage companies
- Real estate credit lending
- Reverse mortgage lending

522293 - International Trade Financing

This U.S. industry comprises establishments primarily engaged in providing one or more of the following: (1) working capital funds to U.S. exporters; (2) lending funds to foreign buyers of U.S. goods; and/or (3) lending funds to domestic buyers of imported goods.

- Agencies of foreign banks (i.e., trade financing)
- Agreement corporations (i.e., international trade financing)
- Banks, trade (i.e., international trade financing)
- Edge Act corporations (i.e., international trade financing)
- Export trading companies (i.e., international trade financing)
- Export-Import banks
- International trade financing
- Trade banks (i.e., international trade financing)
- Trade financing, international

522294 - Secondary Market Financing

This U.S. industry comprises establishments primarily engaged in buying, pooling, and repackaging loans for sale to others on the secondary market.

- Federal Agricultural Mortgage Corporation
- Federal Home Loan Mortgage Corporation (FHLMC)
- Federal Intermediate Credit Bank
- Federal National Mortgage Association (FNMA)
- FHLMC (Federal Home Loan Mortgage Corporation)
- Financing, secondary market
- FNMA (Federal National Mortgage Association)
- GNMA (Government National Mortgage Association)
- Government National Mortgage Association (GNMA)
- Government-sponsored enterprises providing secondary market financing
- Real estate mortgage investment conduits (REMICs) issuing, private

REMICs (real estate mortgage investment conduits) issuing, private
Repackaging loans for sale to others (i.e., private conduits)
Secondary market financing (i.e., buying, pooling, repackaging loans for sale to others)
SLMA (Student Loan Marketing Association)
Student Loan Marketing Association (SLMA)

522298 - All Other Nondepository Credit Intermediation [Except Pawn Shops]

This U.S. industry comprises establishments primarily engaged in providing nondepository credit (except credit card issuing, sales financing, consumer lending, real estate credit, international trade financing, and secondary market financing). Examples of types of lending in this industry are: short-term inventory credit, agricultural lending (except real estate and sales financing) and consumer cash lending secured by personal property.

Agricultural credit institutions, making loans or extending credit (except real estate, sales financing)
Agricultural lending (except real estate, sales financing)
Banks, industrial (i.e., known as), nondepository
Commodity Credit Corporation
Edge Act corporations (except international trade financing)
Factoring accounts receivable
Federal Home Loan Banks (FHLB)
Industrial banks (i.e., known as), nondepository
Industrial loan companies, nondepository
Morris Plans (i.e., known as), nondepository
National Credit Union Administration (NCUA)
Pawnshops
Plans, Morris (i.e., known as), nondepository
Purchasing of accounts receivable
Short-term inventory credit lending

522310 - Mortgage and Nonmortgage Loan Brokers

This industry comprises establishments primarily engaged in arranging loans by bringing borrowers and lenders together on a commission or fee basis.

Agencies, loan
Brokerages, loan
Brokerages, mortgage
Brokers' offices, loan
Brokers' offices, mortgage
Loan brokerages
Loan brokers' or agents' offices (i.e., independent)
Mortgage brokerages
Mortgage brokers' or agents' offices (i.e., independent)

522320 - Financial Transactions Processing, Reserve, and Clearinghouse Activities

This industry comprises establishments primarily engaged in providing one or more of the following: (1) financial transaction processing (except central bank); (2) reserve and liquidity services (except central bank); and/or (3) check or other financial instrument clearinghouse services (except central bank).

Automated clearinghouses, bank or check (except central bank)
Bank clearinghouse associations
Check clearing services (except central banks)
Check clearinghouse services (except central banks)

- Check validation services
- Clearinghouses, bank or check
- Credit card processing services
- Electronic financial payment services
- Electronic funds transfer services
- Financial transactions processing (except central bank)
- Processing financial transactions
- Reserve and liquidity services (except central bank)
- U.S. Central Credit Union

522390 - Other Activities Related to Credit Intermediation

This industry comprises establishments primarily engaged in facilitating credit intermediation (except mortgage and loan brokerage; and financial transactions processing, reserve, and clearinghouse activities).

- Check cashing services
- Loan servicing
- Money order issuance services
- Money transmission services
- Travelers' check issuance services

523110 - Investment Banking and Securities Dealing

This industry comprises establishments primarily engaged in underwriting, originating, and/or maintaining markets for issues of securities. Investment bankers act as principals (i.e., investors who buy or sell on their own account) in firm commitment transactions or act as agents in best effort and standby commitments. This industry also includes establishments acting as principals in buying or selling securities generally on a spread basis, such as securities dealers or stock option dealers.

- Banking, investment
- Bond dealing (i.e., acting as a principal in dealing securities to investors)
- Commercial paper dealing (i.e., acting as a principal in dealing securities to investors)
- Investment banking
- Making markets for securities
- Market making for securities
- Paper, dealing of commercial (i.e., acting as principal in dealing securities to investors)
- Securities dealers (i.e., acting as a principal in dealing securities to investors)
- Securities dealing (i.e., acting as a principal in dealing securities to investors)
- Securities distributing (i.e., acting as a principal in dealing securities to investors)
- Securities floor traders (i.e., acting as a principal in dealing securities to investors)
- Securities flotation companies
- Securities originating (i.e., acting as a principal in dealing securities to investors)
- Securities trading (i.e., acting as a principal in dealing securities to investors)
- Securities underwriting
- Stock options dealing (i.e., acting as a principal in dealing securities to investors)
- Trading securities (i.e., acting as a principal in dealing securities to investors)
- Underwriting securities

523120 - Securities Brokerage

This industry comprises establishments primarily engaged in acting as agents (i.e., brokers) between buyers and sellers in buying or selling securities on a commission or transaction fee basis.

- Bond brokerages
- Brokerages, securities
- Certificate of deposit (CD) brokers' offices
- Commercial note brokers' offices
- Mutual fund agencies (i.e., brokerages)
- Mutual fund agents' (i.e., brokers') offices
- Securities brokerages
- Securities brokers' offices
- Securities floor brokers
- Stock brokerages
- Stock brokers' offices
- Stock options brokerages

523130 - Commodity Contracts Dealing

This industry comprises establishments primarily engaged in acting as principals (i.e., investors who buy or sell for their own account) in buying or selling spot or futures commodity contracts or options, such as precious metals, foreign currency, oil, or agricultural products, generally on a spread basis.

- Commodity contract trading companies
- Commodity contracts dealing (i.e., acting as a principal in dealing commodities to investors)
- Commodity contracts floor traders (i.e., acting as a principal in dealing commodities to investors)
- Commodity contracts floor trading (i.e., acting as a principal in dealing commodities to investors)
- Commodity contracts options dealing (i.e., acting as a principal in dealing commodities to investors)
- Commodity contracts traders (i.e., acting as a principal in dealing commodities to investors)
- Foreign currency exchange dealing (i.e., acting as a principal in dealing commodities to investors)
- Foreign currency exchange services (i.e., selling to the public)
- Futures commodity contracts dealing (i.e., acting as a principal in dealing commodities to investors)
- Trading companies, commodity contracts

523140 - Commodity Contracts Brokerage

This industry comprises establishments primarily engaged in acting as agents (i.e., brokers) in buying or selling spot or future commodity contracts or options on a commission or transaction fee basis.

- Brokerages, commodity contracts
- Commodity contracts brokerages
- Commodity contracts brokers' offices
- Commodity contracts floor brokers
- Commodity contracts options brokerages
- Commodity futures brokerages
- Financial futures brokerages
- Futures commodity contracts brokerages
- Futures commodity contracts brokers' offices

523210 - Securities and Commodity Exchanges

This industry comprises establishments primarily engaged in furnishing physical or electronic marketplaces for the purpose of facilitating the buying and selling of stocks, stock options, bonds, or commodity contracts.

- Commodity contracts exchanges
- Exchanges, commodity contracts
- Exchanges, securities
- Futures commodity contracts exchanges
- Securities exchanges
- Stock exchanges
- Stock or commodity options exchanges

523910 - Miscellaneous Intermediation

This industry comprises establishments primarily engaged in acting as principals (except investment bankers, securities dealers, and commodity contracts dealers) in buying or selling of financial contracts generally on a spread basis. Principals are investors that buy or sell for their own account.

- Individuals investing in financial contracts on own account
- Investment clubs
- Mineral royalties or leases dealing (i.e., acting as a principal in dealing royalties or leases to investors)
- Oil royalty dealing (i.e., acting as a principal in dealing royalties to investors)
- Tax liens dealing (i.e., acting as a principal in dealing tax liens to investors)
- Venture capital companies
- Viatical settlement companies

523920 - Portfolio Management

This industry comprises establishments primarily engaged in managing the portfolio assets (i.e., funds) of others on a fee or commission basis. Establishments in this industry have the authority to make investment decisions, and they derive fees based on the size and/or overall performance of the portfolio.

- Investment management
- Managing investment funds
- Managing mutual funds
- Managing personal investment trusts
- Managing trusts
- Mutual fund managing
- Pension fund managing
- Personal investments trusts, managing
- Portfolio fund managing

523930 - Investment Advice

This industry comprises establishments primarily engaged in providing customized investment advice to clients on a fee basis, but do not have the authority to execute trades. Primary activities performed by establishments in this industry are providing financial planning advice and investment counseling to meet the goals and needs of specific clients.

- Certified financial planners, customized, fees paid by client
- Financial investment advice services, customized, fees paid by client
- Financial planning services, customized, fees paid by client
- Investment advice consulting services, customized, fees paid by client
- Investment advice counseling services, customized, fees paid by client
- Investment advisory services, customized, fees paid by client

523991 - Trust, Fiduciary, and Custody Activities [Except to the extent a Trustee or Custodian of a Trust whose beneficiaries are one or more Natural Persons, or an executor of an estate of a Natural Person, or a guardian of a Natural Person asserts otherwise permitted claims.]

This U.S. industry comprises establishments primarily engaged in providing trust, fiduciary, and custody services to others, as instructed, on a fee or contract basis, such as bank trust offices and escrow agencies (except real estate).

- Administrators of private estates
- Bank trust offices
- Escrow agencies (except real estate)
- Fiduciary agencies (except real estate)
- Personal investments trust administration
- Securities custodians
- Trust administration, personal investment
- Trust companies, nondepository

523999 - Miscellaneous Financial Investment Activities

This U.S. industry comprises establishments primarily engaged in acting as agents and/or brokers (except securities brokerages and commodity contracts brokerages) in buying or selling financial contracts and those providing financial investment services (except securities and commodity exchanges; portfolio management; investment advice; and trust, fiduciary, and custody services) on a fee or commission basis.

- Clearinghouses, commodity exchange or securities exchange
- Deposit brokers
- Exchange clearinghouses, commodities or securities
- Gas lease brokers' offices
- Oil lease brokers' offices
- Protective committees, security holders
- Quotation services, securities
- Quotation services, stock
- Securities holders' protective services
- Securities transfer agencies
- Stock quotation services
- Stock transfer agencies
- Transfer agencies, securities

III. Insurance Industry

524113 - Direct Life Insurance Carriers

This U.S. industry comprises establishments primarily engaged in initially underwriting (i.e., assuming the risk and assigning premiums) annuities and life insurance policies, disability income insurance policies, and accidental death and dismemberment insurance policies.

- Accidental death and dismemberment insurance carriers, direct
- Accidental death and dismemberment insurance underwriting, direct
- Annuities underwriting
- Cooperative life insurance organizations
- Credit life insurance carriers, direct
- Disability insurance carriers, direct
- Disability insurance underwriting, direct
- Fraternal life insurance organizations
- Insurance carriers, disability, direct
- Insurance carriers, life, direct
- Insurance underwriting, disability, direct

Insurance underwriting, life, direct
 Life insurance carriers, direct
 Savings bank life insurance carriers, direct

524114 - Direct Health and Medical Insurance Carriers

This U.S. industry comprises establishments primarily engaged in initially underwriting (i.e., assuming the risk and assigning premiums) health and medical insurance policies. Group hospitalization plans and HMO establishments (except those providing health care services) that provide health and medical insurance policies without providing health care services are included in this industry.

Dental insurance carriers, direct
 Group hospitalization plans without providing health care services
 Health insurance carriers, direct
 Hospital and medical service plans, direct, without providing health care services
 Hospitalization insurance carriers, direct, without providing health care services
 Insurance carriers, health, direct
 Insurance underwriting, health and medical, direct
 Medical insurance carriers, direct
 Medical service plans without providing health care services

524126 - Direct Property and Casualty Insurance Carriers

This U.S. industry comprises establishments primarily engaged in initially underwriting (i.e., assuming the risk and assigning premiums) insurance policies that protect policyholders against losses that may occur as a result of property damage or liability.

Agricultural (i.e., crop, livestock) insurance carriers, direct
 Automobile insurance carriers, direct
 Bonding, fidelity or surety insurance, direct
 Burglary and theft insurance carriers, direct
 Casualty insurance carriers, direct
 Credit and other financial responsibility insurance carriers, direct
 Crop insurance carrier, direct
 Fidelity insurance carriers, direct
 Fire insurance carriers, direct
 Homeowners' insurance carriers, direct
 Insurance carriers, fidelity, direct
 Insurance carriers, property and casualty, direct
 Insurance carriers, surety, direct
 Insurance underwriting, property and casualty, direct
 Liability insurance carriers, direct
 Malpractice insurance carriers, direct
 Marine insurance carriers, direct
 Mortgage guaranty insurance carriers, direct
 Plate glass insurance carriers, direct
 Property and casualty insurance carriers, direct
 Property damage insurance carriers, direct
 Surety insurance carriers, direct
 Workers' compensation insurance underwriting

524127 - Direct Title Insurance Carriers

This U.S. industry comprises establishments primarily engaged in initially underwriting (i.e., assuming the risk and assigning premiums) insurance policies to protect the owners of real estate or real estate creditors against loss sustained by reason of any title defect to real property.

- Guaranteeing titles
- Insurance carriers, title, direct
- Insurance underwriting, title, direct
- Real estate title insurance carriers, direct
- Title insurance carriers, real estate, direct

524128 - Other Direct Insurance (except Life, Health, and Medical) Carriers

This U.S. industry comprises establishments primarily engaged in initially underwriting (e.g., assuming the risk, assigning premiums) insurance policies (except life, disability income, accidental death and dismemberment, health and medical, property and casualty, and title insurance policies).

- Bank deposit insurance carriers, direct
- Burial insurance carriers, direct
- Contact lens insurance, direct
- Deposit or share insurance carriers, direct
- Funeral insurance carriers, direct
- Homeowners' warranty insurance carriers, direct
- Pet health insurance carriers, direct
- Product warranty insurance carriers, direct
- Warranty insurance carriers (e.g., appliance, automobile, homeowners, product), direct

524130 - Reinsurance Carriers

This industry comprises establishments primarily engaged in assuming all or part of the risk associated with existing insurance policies originally underwritten by other insurance carriers.

- Accidental and health reinsurance carriers
- Life reinsurance carriers
- Marine reinsurance carriers
- Medical reinsurance carriers
- Property and casualty reinsurance carriers
- Reinsurance carriers

524210 - Insurance Agencies and Brokerages

This industry comprises establishments primarily engaged in acting as agents (i.e., brokers) in selling annuities and insurance policies.

- Agencies, insurance
- Brokerages, insurance
- Brokers' offices, insurance
- Insurance agencies
- Insurance brokerages
- Life insurance agencies

524291 - Claims Adjusting

This industry comprises establishments primarily engaged in investigating, appraising, and settling insurance claims.

- Cause-of-loss investigators, insurance
- Claims adjusting, insurance
- Fire investigators
- Insurance claims adjusting
- Insurance claims investigation services
- Insurance settlement offices
- Loss control consultants

524292 - Third Party Administration of Insurance and Pension Funds

This U.S. industry comprises establishments primarily engaged in providing third party administration services of insurance and pension funds, such as claims processing and other administrative services to insurance carriers, employee-benefit plans, and self-insurance funds.

- Claims processing services, insurance, third-party
- Employee benefit plans, third-party administrative processing services
- Insurance claims processing services, third party
- Insurance fund, third party administrative services (except claims adjusting only)
- Insurance plan administrative services (except claims adjusting only), third-party
- Pension fund, third party administrative services

524298 - All Other Insurance Related Activities

This U.S. industry comprises establishments primarily engaged in providing insurance services on a contract or fee basis (except insurance agencies and brokerages, claims adjusting, and third party administration). Insurance advisory services and insurance ratemaking services are included in this industry.

- Actuarial services, insurance
- Insurance actuarial services
- Insurance advisory services
- Insurance coverage consulting services
- Insurance exchanges
- Insurance investigation services (except claims investigation)
- Insurance loss prevention services
- Insurance processing, contract or fee basis
- Insurance rate making services
- Insurance reporting services
- Insurance underwriters laboratories and standards services
- Medical cost evaluation services
- Rate making services, insurance

IV. Funds, Trusts, and Other Financial Vehicles

525110 - Pension Funds

This industry comprises legal entities (i.e., funds, plans, and/or programs) organized to provide retirement income benefits exclusively for the sponsor's employees or members.

- Employee benefit pension plans
- Funds, employee benefit pension
- Funds, pension
- Pension funds
- Pension plans (e.g., employee benefit, retirement)
- Plans, pension
- Retirement pension plans
- Union pension funds

525120 - Health and Welfare Funds

This industry comprises legal entities (i.e., funds, plans, and/or programs) organized to provide medical, surgical, hospital, vacation, training, and other health- and welfare-related employee benefits exclusively for the sponsor's employees or members.

- Employee benefit plans (except pension)
- Funds, health and welfare
- Health and welfare funds
- Plans, health and welfare related employee benefit
- Union health and welfare funds

525190 - Other Insurance Funds

This industry comprises legal entities (i.e., funds (except pension, and health- and welfare-related employee benefit funds)) organized to provide insurance exclusively for the sponsor, firm, or its employees or members. Self-insurance funds (except employee benefit funds) and workers' compensation insurance funds are included in this industry.

- Compensation, workers, insurance funds
- Funds, self-insurance (except employee benefit funds)
- Self-insurance funds (except employee benefit funds)
- Workers' compensation insurance funds

525910 - Open-End Investment Funds

This industry comprises legal entities (i.e., open-end investment funds) organized to pool assets that consist of securities or other financial instruments. Shares in these pools are offered to the public in an initial offering with additional shares offered continuously and perpetually and redeemed at a specific price determined by the net asset value.

- Funds, mutual, open-ended
- Investment funds, open-ended
- Money market mutual funds, open-ended
- Mutual funds, open-ended

525920 - Trusts, Estates, and Agency Accounts [Except to the extent a Trustee or Custodian of a Trust whose beneficiaries are one or more Natural Persons, or an executor of an estate of a Natural Person, or a guardian of a Natural Person asserts otherwise permitted claims.]

This industry comprises legal entities, trusts, estates, or agency accounts, administered on behalf of the beneficiaries under the terms of a trust agreement, will, or agency agreement.

- Bankruptcy estates
- Personal estates (i.e., managing assets)
- Personal investment trusts
- Personal trusts
- Private estates (i.e., administering on behalf of beneficiaries)
- Testamentary trusts
- Trusts, estates, and agency accounts

525990 - Other Financial Vehicles

This industry comprises legal entities (i.e., funds (except insurance and employee benefit funds; open-end investment funds; trusts, estates, and agency accounts)). Included in this industry are mortgage Real Estate Investment Trusts (REITs). Illustrative Examples: Closed-end investment funds Special purpose vehicles Collateralized Mortgage Obligations (CMOs) Unit investment trust funds Face-amount certificate funds Mortgage real estate investment trusts (REITs) Real Estate Mortgage Investment Conduits (REMICs).

- Closed-end investment funds
- CMOs (collateralized mortgage obligations)
- Collateralized mortgage obligations (CMOs)
- Face-amount certificate funds
- Funds, mutual, closed-end
- Investment funds, closed-end
- Money market mutual funds, closed-end
- Mortgage real estate investment trusts (REITs)
- Mutual funds, closed-end
- Profit-sharing funds
- Real estate mortgage investment conduits (REMICs)
- REMICs (real estate mortgage investment conduits)

Special purpose financial vehicles
Unit investment trust funds

V. Defense Contractors and Their Sub-Contractors and Suppliers

Claims from businesses and their employees for which at least 50% of annual revenue is generated from contracts with the United States Department of Defense will be considered defense contractors.

VI. Real Estate Developers or Sellers

See Agreement sections 2.2.4.7 and 5.9.3.

EXHIBIT 19

Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses

I. Industry Types Subject to Automatic Review by Claims Administrator for Potential Moratoria Losses

Businesses the Claims Administrator determines fall within the following codes and descriptions marked with an "x," shall be routed by the Claims Administrator to a team dedicated to the evaluation of business economic loss claims for potential moratoria losses. Claimants shall be required to provide supplemental information in order for Claims Administrator to conduct this review.

237990 - Other Heavy and Civil Engineering Construction

This industry comprises establishments primarily engaged in heavy and engineering construction projects (excluding highway, street, bridge, and distribution line construction). The work performed may include new work, reconstruction, rehabilitation, and repairs. Specialty trade contractors are included in this group if they are engaged in activities primarily related to engineering construction projects (excluding highway, street, bridge, distribution line, oil and gas structure, and utilities building and structure construction). Construction projects involving water resources (e.g., dredging and land drainage), development of marine facilities, and projects involving open space improvement (e.g., parks and trails) are included in this industry.

- Anchored earth retention contractors
- Athletic field (except stadium) construction
- Avalanche, rockslide, or mudslide protection construction
- Breakwater construction
- Bridle path construction
- Bulkhead wall or embankment construction
- Caisson (i.e., marine or pneumatic structures) construction
- X Canal construction
- X Channel construction
- Cofferdam construction
- Construction management, dam
- X Construction management, marine structure
- Construction management, mass transit
- Construction management, outdoor recreation facility
- Construction management, tunnel
- X Cribbing (i.e., shore protection), construction
- X Dam construction
- X Dike and other flood control structure construction
- X Dock construction
- X Drainage canal and ditch construction
- X Drainage project construction
- X Dredging (e.g., canal, channel, ditch, waterway)
- Drive-in movie facility construction
- Earth retention system construction
- Earth-filled dam construction
- Electricity generating plant, hydroelectric, construction
- X Embankment construction
- Farm drainage tile installation
- Flood control project construction

- X Floodway canal and ditch construction
- Gabion construction
- Golf course construction
- X Harbor construction
- X Horizontal drilling (e.g., underground cable, pipeline, sewer installation)
- Hydroelectric generating facility construction
- Ice rink (except indoor) construction
- Jetty construction
- Land drainage contractors
- X Levee construction
- Light rail system construction
- X Lock and waterway construction
- X Marine construction
- Microtunneling contractors
- Missile facility construction
- Monorail construction
- Nuclear waste disposal site construction
- Outdoor recreation facility construction
- Park and recreational open space improvement construction
- X Pier construction
- X Pile driving, marine
- X Pipe-jacking contractors
- Play ground construction
- X Port facility construction
- Power plant, hydroelectric, construction
- Railroad construction
- Railway construction (e.g., interlocker, roadbed, signal, track)
- Railway roadbed construction
- Recreation area, open space, construction
- Recreational vehicle park construction
- Retaining walls, anchored (e.g., with piles, soil nails, tieback anchors), construction
- Revetment construction
- Riprap installation
- X Rock removal, underwater
- X Seawall, wave protection, construction
- Sediment control system construction
- Ski tow construction
- X Spillway, floodwater, construction
- Sports field construction
- Streetcar line construction
- Subway construction
- Tennis courts, outdoor, construction
- Timber removal, underwater
- Trail construction
- X Trenching, underwater
- X Tunnel construction
- X Wharf construction

238910 - Site Preparation Contractors

This industry comprises establishments primarily engaged in site preparation activities, such as excavating and grading, demolition of buildings and other structures, septic system installation, and house moving. Earth moving and land clearing for all types of sites (e.g., building, nonbuilding, mining) is included in this industry. Establishments primarily engaged in construction equipment rental with operator (except cranes) are also included.

- Aerial or picker truck, construction, rental with operator
- Backfilling, construction
- Backhoe rental with operator
- Blast hole drilling (except mining)
- Blasting, building demolition
- Blasting, construction site
- Boring, for building construction
- Building demolition
- Bulldozer rental with operator
- Caisson (i.e., drilled building foundations) construction
- Cesspool construction
- Concrete breaking and cutting for demolition
- Construction equipment (except crane) rental with operator
- X Core drilling and test boring for construction
- Crawler tractor rental with operator
- Cutting new rights of way
- Demolition contractor
- Demolition, building and structure
- Dewatering contractors
- Digging foundations
- Dirt moving for construction
- X Dismantling engineering structures (e.g., oil storage tank)
- Drainage system (e.g., cesspool, septic tank) installation
- Drilled pier (i.e., for building foundations) contractors
- Drilled shaft (i.e., drilled building foundations) construction
- Dry well construction
- Equipment rental (except crane), construction, with operator
- Excavating, earthmoving or land clearing, mining (except overburden removal at open pit mine sites or quarries)
- Excavating, earthmoving, or land clearing contractors
- Excavation contractors
- Foundation digging (i.e., excavation)
- Foundation drilling contractors
- Grading construction sites
- Grave excavation contractors
- Ground thawing for construction site digging
- House demolishing
- House razing
- Hydrodemolition (i.e., demolition with pressurized water) contractors
- Land clearing
- Land leveling contractors
- Line slashing or cutting (except maintenance)
- Machinery, construction (except cranes), rental with operator
- X Mine site preparation and related construction activities, construction contractors
- Pile driving, building foundation
- Piling (i.e., bored, cast-in-place, drilled), building foundation, contractors

- Power shovel, construction, rental with operator
- Power, communication and pipe line right of way clearance (except maintenance)
- Right of way cutting (except maintenance)
- Septic system contractors
- Septic tank and weeping tile installation
- Soil compacting
- Soil test drilling
- Test boring for construction
- Trenching (except underwater)
- X Underground tank (except hazardous material) removal
- Weeping tile installation
- Wrecking, building or other structure

325998 - All Other Miscellaneous Chemical Product and Preparation Manufacturing

This U.S. industry comprises establishments primarily engaged in manufacturing chemical products (except basic chemicals, resins, synthetic rubber; cellulosic and noncellulosic fiber and filaments; pesticides, fertilizers, and other agricultural chemicals; pharmaceuticals and medicines; paints, coatings and adhesives; soap, cleaning compounds, and toilet preparations; printing inks; explosives; custom compounding of purchased resins; and photographic films, papers, plates, and chemicals).

- Activated carbon or charcoal manufacturing
- X Additive preparations for gasoline (e.g., antiknock preparations, detergents, gum inhibitors) manufacturing
- Aerosol can filling on a job order or contract basis
- Aerosol packaging services
- Anise oil manufacturing
- Antifreeze preparations manufacturing
- Antiscaling compounds manufacturing
- Bay oil manufacturing
- Brake fluid, synthetic, manufacturing
- Caps for toy pistols manufacturing
- Capsules, gelatin, empty, manufacturing
- Carbon, activated, manufacturing
- Carburetor cleaners manufacturing
- Cat litter manufacturing
- Cedar oil manufacturing
- Charcoal, activated, manufacturing
- Citronella oil manufacturing
- Clove oil manufacturing
- X Concrete additive preparations (e.g., curing, hardening) manufacturing (If used offshore)
- Correction fluids (i.e., typewriter) manufacturing
- Crankcase additive preparations manufacturing
- X Cutting oils, synthetic, manufacturing
- Defoamers and antifoaming agents manufacturing
- Degreasing preparations for machinery parts manufacturing
- Deicing preparations manufacturing
- Desalination kits manufacturing
- Distilled water manufacturing
- Drawing inks manufacturing
- X Drilling mud compounds, conditioners, and additives (except bentonites) manufacturing
- Dye preparations, clothing, household-type, manufacturing
- Embalming fluids manufacturing
- Engine degreasers manufacturing

Engine starting fluids manufacturing
 Essential oils manufacturing
 Eucalyptus oil manufacturing
 Fire extinguisher chemical preparations manufacturing
 Fire retardant chemical preparations manufacturing
 Fireworks manufacturing
 Flares manufacturing
 Fluxes (e.g., brazing, galvanizing, soldering, welding) manufacturing
 Foundry core oil, wash, and wax manufacturing
 Gelatin (except dessert preparations) manufacturing
 Gelatin capsules, empty, manufacturing
 Grapefruit oil manufacturing
 Greases, synthetic lubricating, manufacturing
 X Hydraulic fluids, synthetic, manufacturing
 Incense manufacturing
 Indelible inks manufacturing
 India inks manufacturing
 Industrial salt manufacturing
 Inhibitors (e.g., corrosion, oxidation, polymerization) manufacturing
 Inks, writing, manufacturing
 Insulating oils manufacturing
 Lemon oil manufacturing
 Lighter fluids (e.g., charcoal, cigarette) manufacturing
 Lime oil manufacturing
 Lubricating oils and greases, synthetic, manufacturing
 Matches and match books manufacturing
 Motor oils, synthetic, manufacturing
 Napalm manufacturing
 X Oil additive preparations manufacturing
 Oils (e.g., cutting, lubricating), synthetic, manufacturing
 Oils, lubricating, synthetic, manufacturing
 Orange oil manufacturing
 Orris oil manufacturing
 Ossein manufacturing
 Packer's fluids manufacturing
 Penetrating fluids, synthetic, manufacturing
 Peppermint oil manufacturing
 Pyrotechnics (e.g., flares, flashlight bombs, signals) manufacturing
 Radiator additive preparations manufacturing
 Recycling services for degreasing solvents (e.g., engine, machinery) manufacturing
 Retarders (e.g., flameproofing agents, mildewproofing agents) manufacturing
 Rubber processing preparations (e.g., accelerators, stabilizers) manufacturing
 Rust preventive preparations manufacturing
 Salt (except table) manufacturing
 Soil testing kits manufacturing
 Spearmint oil manufacturing
 Stamp pad ink manufacturing
 Sugar substitutes (i.e., synthetic sweeteners blended with other ingredients) made from purchased synthetic sweeteners
 Swimming pool chemical preparations manufacturing

Tint and dye preparations, household-type (except hair), manufacturing
Tire inflators, aerosol, manufacturing
Transmission fluids, synthetic, manufacturing
Water, distilled, manufacturing
Wintergreen oil manufacturing
Writing inks manufacturing

331111 - Iron and Steel Mills

This U.S. industry comprises establishments primarily engaged in one or more of the following: (1) direct reduction of iron ore; (2) manufacturing pig iron in molten or solid form; (3) converting pig iron into steel; (4) making steel; (5) making steel and manufacturing shapes (e.g., bar, plate, rod, sheet, strip, wire); and (6) making steel and forming tube and pipe.

Armor plate made in iron and steel mills
Axles, rolled or forged, made in iron and steel mills
Balls, steel, made in iron and steel mills
Bars, concrete reinforcing (rebar) made in steel mills
Bars, iron, made in iron and steel mills
Bars, steel, made in iron and steel mills
Billets, steel, made in iron and steel mills
Blackplate made in iron and steel mills
Blast furnaces
Blooms, steel, made in iron and steel mills
Car wheels, rolled steel, made in iron and steel mills
Coke oven products made in iron and steel mills
Concrete reinforcing bar (rebar) made in iron and steel mills
Direct reduction of iron ore
Electrometallurgical steel manufacturing
Fence posts, iron or steel, made in iron and steel mills
Flakes, iron or steel, made in iron and steel mills
Flats, iron or steel, made in iron and steel mills
Forgings, iron or steel, made in iron and steel mills
Frogs, iron or steel, made in iron and steel mills
Galvanizing metals and metal formed products made in iron and steel mills
Gun forgings made in iron and steel mills
Hoops made in iron and steel mills
Hoops, galvanized, made in iron and steel mills
Hot-rolling iron or steel products in iron and steel mills
Ingot made in iron and steel mills
Iron ore recovery from open hearth slag
Iron sinter made in iron and steel mills
Iron, pig, manufacturing
Mesh, wire, made in iron and steel mills
Mini-mills, steel
Nut rods, iron or steel, made in iron and steel mills
Paste, iron or steel, made in iron and steel mills
Pig iron manufacturing
Pilings, iron or steel plain sheet, made in iron and steel mills
Pipe, iron or steel, made in iron and steel mills
Plate, iron or steel, made in iron and steel mills
Powder, iron or steel, made in iron and steel mills
Rail joints and fastenings made in iron and steel mills

- Railroad crossings, iron or steel, made in iron and steel mills
- Rails rerolled or renewed in iron and steel mills
- Rails, iron or steel, made in iron and steel mills
- Rods, iron or steel, made in iron and steel mills
- Rounds, tube, steel, made in iron and steel mills
- Sheet pilings, plain, iron or steel, made in iron and steel mills
- Sheets, steel, made in iron and steel mills
- Shell slugs, steel, made in iron and steel mills
- Skelp, iron or steel, made in iron and steel mills
- Slab, steel, made in iron and steel mills
- Spike rods made in iron and steel mills
- Sponge iron
- Stainless steel made in iron and steel mills
- Steel balls made in iron and steel mills
- Steel manufacturing
- Steel mill products (e.g., bar, plate, rod, sheet, structural shapes) manufacturing
- Steel mills
- Steel, from pig iron, manufacturing
- Strip, galvanized iron or steel, made in iron and steel mills
- Strip, iron or steel, made in iron and steel mills
- X Structural shapes, iron or steel, made in iron and steel mills
- Superalloys, iron or steel, manufacturing
- Template, made in iron and steel mills, manufacturing
- Terneplate made in iron and steel mills
- Ternes, iron or steel, long or short, made in iron and steel mills
- Tie plates, iron or steel, made in iron and steel mills
- Tin-free steel made in iron and steel mills
- Tinplate made in iron and steel mills
- Tool steel made in iron and steel mills
- X Tube rounds, iron or steel, made in iron and steel mills
- X Tube, iron or steel, made in iron and steel mills
- X Tubing, seamless steel, made in iron and steel mills
- Tubing, wrought iron or steel, made in iron and steel mills
- X Well casings, iron or steel, made in iron and steel mills
- Wheels, car and locomotive, iron or steel, made in iron and steel mills
- Wire products, iron or steel, made in iron and steel mills
- X Wrought iron or steel pipe and tubing made in iron and steel mills

331210 - Iron and Steel Pipe and Tube Manufacturing from Purchased Steel

This industry comprises establishments primarily engaged in manufacturing welded, riveted, or seamless pipe and tube from purchased iron or steel.

- Boiler tubes, wrought, made from purchased iron
- Conduit, welded and lock joint, made from purchased iron or steel
- X Pipe (e.g., heavy riveted, lock joint, seamless, welded) made from purchased iron or steel
- X Tube (e.g., heavy riveted, lock joint, seamless, welded) made from purchased iron or steel
- Tubing, mechanical and hypodermic sizes, cold-drawn stainless steel, made from purchased steel
- X Well casings (e.g., heavy riveted, lock joint, welded, wrought) made from purchased iron or steel

332410 - Power Boiler and Heat Exchanger Manufacturing

This industry comprises establishments primarily engaged in manufacturing power boilers and heat exchangers. Establishments in this industry may perform installation in addition to manufacturing power boilers and heat exchangers.

- Aftercoolers (i.e., heat exchangers) manufacturing
- Barometric condensers manufacturing
- Boiler casings manufacturing
- Boilers, power, manufacturing
- Condenser boxes, metal, manufacturing
- Condensers, steam, manufacturing
- Economizers (i.e., power boiler accessory) manufacturing
- Exchangers, heat, manufacturing
- Heat exchangers manufacturing
- Intercooler shells manufacturing
- X Marine power boilers manufacturing
- Nuclear reactor steam supply systems manufacturing
- Nuclear reactors control rod drive mechanisms manufacturing
- Nuclear reactors manufacturing
- Power boilers manufacturing
- Reactors, nuclear, manufacturing
- Stationary power boilers manufacturing
- Steam condensers manufacturing

332420 - Metal Tank (Heavy Gauge) Manufacturing

This industry comprises establishments primarily engaged in cutting, forming, and joining heavy gauge metal to manufacture tanks, vessels, and other containers.

- X Absorbers, gas, heavy gauge metal, manufacturing
- X Accumulators, industrial pressure vessels, heavy gauge metal, manufacturing
- Acetylene cylinders, heavy gauge metal, manufacturing
- Air receiver tanks, heavy gauge metal, manufacturing
- Annealing vats, heavy gauge metal, manufacturing
- Autoclaves, industrial-type, heavy gauge metal, manufacturing
- X Bulk storage tanks, heavy gauge metal, manufacturing (On Shore)
- X Caissons, underwater work, heavy gauge metal, manufacturing
- X Columns, fractionating, heavy gauge metal, manufacturing
- Cryogenic tanks, heavy gauge metal, manufacturing
- Cylinders, pressure, heavy gauge metal, manufacturing
- Digesters, industrial-type, heavy gauge metal, manufacturing
- Farm storage tanks, heavy gauge metal, manufacturing
- Fermentation tanks, heavy gauge metal tanks, manufacturing
- X Gas storage tanks, heavy gauge metal, manufacturing
- Kettles, heavy gauge metal, manufacturing
- X Liquefied petroleum gas (LPG) cylinders manufacturing
- Liquid oxygen tanks manufacturing
- Nuclear waste casks, heavy gauge metal, manufacturing
- X Oil storage tanks, heavy gauge metal, manufacturing
- X Petroleum storage tanks, heavy gauge metal, manufacturing
- Pots (e.g., annealing, melting, smelting), heavy gauge metal, manufacturing
- Retorts, heavy gauge metal, manufacturing
- Septic tanks, heavy gauge metal, manufacturing
- Smelting pots and retorts manufacturing
- Still, heavy gauge metal, manufacturing
- X Storage tanks, heavy gauge metal, manufacturing
- X Tanks, heavy gauge metal, manufacturing
- X Vacuum tanks, heavy gauge metal, manufacturing

Vats, heavy gauge metal, manufacturing
 Vessels, heavy gauge metal, manufacturing
 Water tanks, heavy gauge metal, manufacturing

332911 - Industrial Valve Manufacturing

This U.S. industry comprises establishments primarily engaged in manufacturing industrial valves and valves for water works and municipal water systems.

Angle valves, industrial-type, manufacturing
 Automatic (i.e., controlling-type, regulating) valves, industrial-type, manufacturing
 Ball valves, industrial-type, manufacturing
 Boiler gauge cocks, industrial-type, manufacturing
 Butterfly valves, industrial-type, manufacturing
 Check valves, industrial-type, manufacturing
 Compressed gas cylinder valves manufacturing
 Control valves, industrial-type, manufacturing
 Cross valves, industrial-type, manufacturing
 Fire hydrant valves manufacturing
 Fire hydrants, complete, manufacturing
 Gas valves, industrial-type, manufacturing
 Gate valves, industrial-type, manufacturing
 Globe valves, industrial-type, manufacturing
 Nuclear application valves manufacturing
 Plug valves, industrial-type, manufacturing
 Pressure control valves (except fluid power), industrial-type, manufacturing
 Safety (i.e., pop-off) valves, industrial-type, manufacturing
 Solenoid valves (except fluid power), industrial-type, manufacturing
 Steam traps, industrial-type, manufacturing
 Stop valves, industrial-type, manufacturing
 Straightway (i.e., Y-type) valves, industrial-type, manufacturing
 Thermostatic traps, industrial-type, manufacturing
 Valves for nuclear applications manufacturing
 Valves for water works and municipal water systems manufacturing
 X Valves, industrial-type (e.g., check, gate, globe, relief, safety), manufacturing
 Waterworks and municipal water system valves manufacturing

332996 - Fabricated Pipe and Pipe Fitting Manufacturing

This U.S. industry comprises establishments primarily engaged in fabricating, such as cutting, threading and bending metal pipes and pipe fittings made from purchased metal pipe.

X Bends, pipe, made from purchased metal pipe
 X Coils, pipe, made from purchased metal pipe
 X Couplings, pipe, made from purchased metal pipe
 X Fabricated pipe and pipe fittings made from purchased pipe
 X Manifolds, pipe, made from purchased metal pipe
 X Nipples, metal, made from purchased pipe
 X Pipe and pipe fittings made from purchased metal pipe
 X Pipe couplings made from purchased metal pipe
 X Pipe fabricating (i.e., bending, cutting, threading) made from purchased metal pipe
 X Pipe headers made from purchased metal pipe
 X Tubes made from purchased metal pipe
 X Wrought iron or steel pipe and tubing made from purchased metal pipe

333911 - Pump and Pumping Equipment Manufacturing

This U.S. industry comprises establishments primarily engaged in manufacturing general purpose pumps and pumping equipment (except fluid power pumps and motors), such as reciprocating pumps, turbine pumps, centrifugal pumps, rotary pumps, diaphragm pumps, domestic water system pumps, oil well and oil field pumps and sump pumps.

- Centrifugal pumps manufacturing
- X Oil-well and oil-field pumps manufacturing
- X Pumps (except fluid power), general purpose, manufacturing
- Pumps for railroad equipment lubrication systems manufacturing
- X Pumps, industrial and commercial-type, general purpose, manufacturing
- X Pumps, oil field or well, manufacturing
- Pumps, sump or water, residential-type, manufacturing
- Sump pumps, residential-type, manufacturing

336611 - Ship Building and Repairing

This U.S. industry comprises establishments primarily engaged in operating a shipyard. Shipyards are fixed facilities with drydocks and fabrication equipment capable of building a ship, defined as watercraft typically suitable or intended for other than personal or recreational use. Activities of shipyards include the construction of ships, their repair, conversion and alteration, the production of prefabricated ship and barge sections, and specialized services, such as ship scaling.

- Barge building
- Cargo ship building
- Container ship building
- Dredge building
- X Drilling and production platforms, floating, oil and gas, building
- Drydock, floating, building
- Ferryboat building
- Fireboat building
- Fishing boat, commercial, building
- Hydrofoil vessel building and repairing in shipyard
- Naval ship building
- X Oil and gas offshore floating platforms manufacturing
- Passenger ship building
- Patrol boat building
- Sailing ships, commercial, manufacturing
- Ship dismantling at shipyards
- Ship repair done in a shipyard
- Ship scaling services done at a shipyard
- Ships (i.e., not suitable or intended for personal use) manufacturing
- Shipyard (i.e., facility capable of building ships)
- Submarine building
- Towboat building and repairing
- Tugboat building
- Yachts built in shipyards

423830 - Industrial Machinery and Equipment Merchant Wholesalers

This industry comprises establishments primarily engaged in the merchant wholesale distribution of specialized machinery, equipment, and related parts generally used in manufacturing, oil well, and warehousing activities.

- Bakery machinery and equipment merchant wholesalers
- Beverage bottling machinery merchant wholesalers
- Blowers, industrial, merchant wholesalers
- Bottling machinery and equipment merchant wholesalers
- Cement-making machinery merchant wholesalers

Chainsaws merchant wholesalers
 Chemical industries machinery and equipment merchant wholesalers
 Compressors (except air-conditioning, refrigeration) merchant wholesalers
 Condensing units (except air-conditioning, refrigeration) merchant wholesalers
 Conveying equipment (except farm) merchant wholesalers
 Cranes, industrial, merchant wholesalers
 Distillery machinery merchant wholesalers
 Elevators merchant wholesalers
 Engines, internal combustion (except aircraft, automotive), merchant wholesalers
 Engraving machinery merchant wholesalers
 Escalators merchant wholesalers
 Fans, industrial, merchant wholesalers
 Fluid-power transmission equipment merchant wholesalers
 Food-processing machinery and equipment merchant wholesalers
 Forklift trucks (except log) merchant wholesalers
 Foundry machinery and equipment merchant wholesalers
 Furnaces, industrial process, merchant wholesalers
 General-purpose industrial machinery and equipment merchant wholesalers
 Handtools, machinists' precision, merchant wholesalers
 Hoists (except automotive) merchant wholesalers
 Hydraulic power transmission equipment merchant wholesalers
 Hydraulic pumps and parts merchant wholesalers
 Industrial machinery and equipment (except electrical) merchant wholesalers
 Industrial trucks, tractors, or trailers merchant wholesalers
 Instruments (except electrical) (e.g., controlling, indicating, recording) merchant wholesalers
 Internal combustion engines (except aircraft, nondiesel automotive, nondiesel truck) merchant wholesalers
 Kilns, industrial, merchant wholesalers
 Ladders merchant wholesalers
 Lift trucks, industrial, merchant wholesalers
 Machine tools and accessories merchant wholesalers
 Machinists' precision measuring tools merchant wholesalers
 Materials handling machinery and equipment merchant wholesalers
 Measuring and testing equipment (except automotive) merchant wholesalers
 Metalworking machinery and equipment merchant wholesalers
 Meters (except electrical, parking) merchant wholesalers
 X Mining machinery and equipment, petroleum, merchant wholesalers
 X Oil well machinery and equipment merchant wholesalers
 X Oil well supply houses merchant wholesalers
 Ovens, industrial, merchant wholesalers
 Packing machinery and equipment merchant wholesalers
 Pallets and skids merchant wholesalers
 Paper and pulp industries manufacturing machinery merchant wholesalers
 Patterns (except shoe), industrial, merchant wholesalers
 X Pipeline machinery and equipment merchant wholesalers
 Pistons, hydraulic and pneumatic, merchant wholesalers
 Plastics industries machinery, equipment, and supplies merchant wholesalers
 X Pneumatic pumps and parts merchant wholesalers
 X Pollution control equipment (except air) merchant wholesalers
 Printing trade machinery, equipment, and supplies merchant wholesalers
 X Pumps and pumping equipment, industrial-type, merchant wholesalers

- X Refinery machinery and equipment merchant wholesalers
- Sawmill machinery, equipment, and supplies merchant wholesalers
- Sewing machines, industrial, merchant wholesalers
- Shoe manufacturing and repairing machinery merchant wholesalers
- Smelting machinery and equipment merchant wholesalers
- Special purpose industrial machinery and equipment merchant wholesalers
- Spray painting equipment, industrial-type, merchant wholesalers
- Stackers, industrial, merchant wholesalers
- Testing and measuring equipment, electrical (except automotive), merchant wholesalers
- Textile machinery and equipment merchant wholesalers
- Tire recapping machinery merchant wholesalers
- Tools, machinists' precision, merchant wholesalers
- Tractors, industrial, merchant wholesalers
- Trailers, industrial, merchant wholesalers
- Trucks, industrial, merchant wholesalers
- Turbines (except transportation) merchant wholesalers
- Twist drills merchant wholesalers
- Valves, hydraulic and pneumatic, merchant wholesalers
- Water treatment equipment, industrial, merchant wholesalers
- Welding machinery and equipment merchant wholesalers
- Winches merchant wholesalers
- Woodworking machinery merchant wholesalers

424690 - Other Chemical and Allied Products Merchant Wholesalers

This industry comprises establishments primarily engaged in the merchant wholesale distribution of chemicals and allied products (except agricultural and medicinal chemicals, paints and varnishes, fireworks, and plastics materials and basic forms and shapes).

- Acids merchant wholesalers
- Adhesives and sealants merchant wholesalers
- Alcohol, industrial, merchant wholesalers
- Alkalies merchant wholesalers
- Ammonia (except fertilizer material) merchant wholesalers
- Antifreeze merchant wholesalers
- Aromatic chemicals merchant wholesalers
- Automotive chemicals (except lubricating greases, lubrication oils) merchant wholesalers
- Bleaches merchant wholesalers
- Carbon black merchant wholesalers
- Caulking materials merchant wholesalers
- Caustic soda merchant wholesalers
- X Chemical additives (e.g., concrete, food, fuel, oil) merchant wholesalers
- Chemical gases merchant wholesalers
- Chemicals (except agriculture) (e.g., automotive, household, industrial, photographic) merchant wholesalers
- Cleaning compounds and preparations merchant wholesalers
- Coal tar products, primary and intermediate, merchant wholesalers
- Compressed gases (except LP gas) merchant wholesalers
- X Concrete additives merchant wholesalers
- Cyclic crudes and intermediates merchant wholesalers
- Deodorants (except personal) merchant wholesalers
- Detergents merchant wholesalers
- X Drilling muds merchant wholesalers

- Dry ice merchant wholesalers
- Dyes, industrial, merchant wholesalers
- Dyestuffs merchant wholesalers
- Essential oils merchant wholesalers
- Explosives (except ammunition, fireworks) merchant wholesalers
- Fibers, manmade, merchant wholesalers
- Fire extinguisher preparations merchant wholesalers
- Gases, compressed and liquefied (except liquefied petroleum gas), merchant wholesalers
- Gelatin, inedible, merchant wholesalers
- Glues merchant wholesalers
- Gum and wood chemicals merchant wholesalers
- Ice, dry, merchant wholesalers
- Industrial chemicals merchant wholesalers
- Industrial gases merchant wholesalers
- Industrial salts merchant wholesalers
- Inorganic chemicals merchant wholesalers
- Janitorial chemicals merchant wholesalers
- Laundry soap, chips, and powder, merchant wholesalers
- Liquefied gases (except LP) merchant wholesalers
- Man-made fibers merchant wholesalers
- Mastics (except construction) merchant wholesalers
- Metal cyanides merchant wholesalers
- Oil additives merchant wholesalers
- X Oil drilling muds merchant wholesalers
- Organic chemicals merchant wholesalers
- Pesticides (except agricultural) merchant wholesalers
- Polishes (e.g., automobile, furniture, metal, shoe, stove) merchant wholesalers
- Resins, synthetic rubber, merchant wholesalers
- Rosins merchant wholesalers
- Salts, industrial, merchant wholesalers
- Sealants merchant wholesalers
- Sulfuric acid merchant wholesalers
- Surface active agents merchant wholesalers
- Synthetic rubber merchant wholesalers
- Turpentine merchant wholesalers
- Water softening compounds merchant wholesalers
- Waxes (except petroleum) merchant wholesalers
- Welding gases merchant wholesalers
- Wood treating preparations merchant wholesalers

425120 - Wholesale Trade Agents and Brokers

This industry comprises wholesale trade agents and brokers acting on behalf of buyers or sellers in the wholesale distribution of goods. Agents and brokers do not take title to the goods being sold but rather receive a commission or fee for their service. Agents and brokers for all durable and nondurable goods are included in this industry.

- Agents and brokers, durable goods, wholesale trade
- Agents and brokers, nondurable goods, wholesale trade
- Automobile auctions, wholesale
- Durable goods agents and brokers, wholesale trade
- Nondurable goods agents and brokers, wholesale trade
- X Petroleum brokers

481211 - Nonscheduled Chartered Passenger Air Transportation

This U.S. industry comprises establishments primarily engaged in providing air transportation of passengers or passengers and cargo with no regular routes and regular schedules.

- X Air passenger carriers, nonscheduled
- X Air taxi services
- X Aircraft charter services, passenger
- X Charter air passenger services
- X Helicopter passenger carriers (except scenic, sightseeing), nonscheduled
- X Nonscheduled air passenger transportation
- X Passenger air transportation, nonscheduled
- X Passenger carriers, air, nonscheduled

483113 - Coastal and Great Lakes Freight Transportation

This U.S. industry comprises establishments primarily engaged in providing water transportation of cargo in coastal waters, on the Great Lakes System, or deep seas between ports of the United States, Puerto Rico, and United States island possessions or protectorates. Marine transportation establishments using the facilities of the St. Lawrence Seaway Authority Commission are considered to be using the Great Lakes Water Transportation System. Establishments primarily engaged in providing coastal and/or Great Lakes barge transportation services are included in this industry.

- X Barge transportation, coastal or Great Lakes (including St. Lawrence Seaway)
- X Coastal freight transportation to and from domestic ports
- X Coastal shipping of freight to and from domestic ports
- X Deep sea freight transportation to or from domestic ports (including Puerto Rico)
- X Freight shipping on the Great Lakes system (including St. Lawrence Seaway)
- X Freight transportation, deep sea, to and from domestic ports
- X Great Lakes freight transportation (including St. Lawrence Seaway)
- X Intercoastal freight transportation to and from domestic ports
- X Lake freight transportation, Great Lakes (including St. Lawrence Seaway)
- X Ship chartering with crew, coastal or Great Lakes freight transportation (including St. Lawrence Seaway)
- X Shipping freight to and from domestic ports (i.e., coastal, deep sea (including Puerto Rico), Great Lakes system (including St. Lawrence Seaway))

532412 - Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing

This U.S. industry comprises establishments primarily engaged in renting or leasing heavy equipment without operators that may be used for construction, mining, or forestry, such as bulldozers, earthmoving equipment, well-drilling machinery and equipment, or cranes.

- Bulldozer rental or leasing without operator
- Construction form rental
- Construction machinery and equipment rental or leasing without operator
- X Crane rental or leasing without operator
- Earth moving equipment rental or leasing without operator
- Forestry machinery and equipment rental or leasing
- Heavy construction equipment rental without operator
- Logging equipment rental or leasing without operator
- Mining machinery and equipment rental or leasing
- X Oil field machinery and equipment rental or leasing
- X Oil well drilling machinery and equipment rental or leasing
- Welding equipment rental or leasing
- X Well drilling machinery and equipment rental or leasing

541330 - Engineering Services

This industry comprises establishments primarily engaged in applying physical laws and principles of engineering in the design, development, and utilization of machines, materials, instruments, structures, processes, and systems. The assignments undertaken by these establishments may involve any of the following activities: provision of advice, preparation of feasibility studies, preparation of preliminary and final plans and designs, provision of technical services during the construction or installation phase, inspection and evaluation of engineering projects, and related services.

- Acoustical engineering consulting services
- Acoustical system engineering design services
- Boat engineering design services
- Chemical engineering services
- Civil engineering services
- Combustion engineering consulting services
- Construction engineering services
- Consulting engineers' offices
- Consulting engineers' private practices
- Electrical engineering services
- Engineering consulting services
- Engineering design services
- Engineering services
- Engineers' offices
- Engineers' private practices
- X Environmental engineering services
- Erosion control engineering services
- X Geological engineering services
- X Geophysical engineering services
- Heating engineering consulting services
- Industrial engineering services
- Logging engineering services
- X Marine engineering services
- Mechanical engineering services
- X Mining engineering services
- X Petroleum engineering services
- Traffic engineering consulting services

541360 - Geophysical Surveying and Mapping Services

This industry comprises establishments primarily engaged in gathering, interpreting, and mapping geophysical data. Establishments in this industry often specialize in locating and measuring the extent of subsurface resources, such as oil, gas, and minerals, but they may also conduct surveys for engineering purposes. Establishments in this industry use a variety of surveying techniques depending on the purpose of the survey, including magnetic surveys, gravity surveys, seismic surveys, or electrical and electromagnetic surveys.

- X Aerial geophysical surveying services
- X Electrical geophysical surveying services
- X Electromagnetic geophysical surveying services
- X Geological surveying services
- X Geophysical mapping services
- X Geophysical surveying services
- X Gravity geophysical surveying services
- X Magnetic geophysical surveying services
- X Mapping services, geophysical
- X Radioactive geophysical surveying services
- X Remote sensing geophysical surveying services

- X Seismic geophysical surveying services
- X Surveying services, geophysical

541690 - Other Scientific and Technical Consulting Services

This industry comprises establishments primarily engaged in providing advice and assistance to businesses and other organizations on scientific and technical issues (except environmental).

- Agricultural consulting services
- Agrology consulting services
- Agronomy consulting services
- Biological consulting services
- X Chemical consulting services
- Dairy herd consulting services
- Economic consulting services
- X Energy consulting services
- Entomology consulting services
- X Geochemical consulting services
- Horticultural consulting services
- Hydrology consulting services
- Livestock breeding consulting services
- Motion picture consulting services
- Nuclear energy consulting services
- Physics consulting services
- Radio consulting services
- X Safety consulting services
- Security consulting services

811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance

This industry comprises establishments primarily engaged in the repair and maintenance of commercial and industrial machinery and equipment. Establishments in this industry either sharpen/install commercial and industrial machinery blades and saws or provide welding (e.g., automotive, general) repair services; or repair agricultural and other heavy and industrial machinery and equipment (e.g., forklifts and other materials handling equipment, machine tools, commercial refrigeration equipment, construction equipment, and mining machinery).

- Agricultural machinery and equipment repair and maintenance services
- Armature rewinding services (except on an assembly line or factory basis)
- Blade sharpening, commercial and industrial machinery and equipment
- Coil rewinding (except on an assembly line or factory basis)
- X Commercial and industrial machinery repair and maintenance services
- Commercial refrigeration equipment repair and maintenance services
- X Construction machinery and equipment repair and maintenance services
- X Electric motor repair and maintenance services, commercial or industrial
- Electrical generating and transmission equipment repair and maintenance services
- Engine repair (except automotive, small engine)
- Farm machinery and equipment repair and maintenance services
- Food machinery repair and maintenance services
- Forestry machinery and equipment repair and maintenance services
- Forklift repair and maintenance services
- Foundry machinery and equipment repair and maintenance services
- Freezer, commercial, repair and maintenance services
- X Heavy machinery and equipment repair and maintenance services
- X Hydraulic equipment repair and maintenance services
- X Industrial equipment and machinery repair and maintenance services

- Industrial truck (e.g., forklifts) repair and maintenance services
- Machine tools repair and maintenance services
- Materials handling equipment repair and maintenance services
- Mechanical power transmission equipment repair and maintenance services
- X Mining machinery and equipment repair and maintenance services
- X Motor repair and maintenance services, commercial or industrial
- Paper making machinery repair and maintenance services
- Printing trade machinery repair and maintenance services
- Reconditioning shipping barrels and drums
- Refrigeration equipment repair and maintenance services, industrial and commercial-type
- Rewinding armatures (except on an assembly line or factory basis)
- Service machinery and equipment repair and maintenance services
- Textile machinery repair and maintenance services
- Tractor, farm or construction equipment repair and maintenance services
- Truck refrigeration repair and maintenance services
- Welding repair services (e.g., automotive, general)

II. Industry Types Subject to Question Regarding Support Services to Oil & Gas Industry and Possible Review by Claims Administrator for Potential Moratoria Losses

For businesses the Claims Administrator determines fall within the following codes and descriptions marked with an "X," claimant must submit a sworn claim form answering this question: "In 2009, did your business provide significant services, goods, and/or supplies to businesses in the offshore oil & gas industry in the Gulf of Mexico?" If the claimant responds affirmatively, its claim shall be routed by the Claims Administrator to a team dedicated to the evaluation of business economic loss claims for potential moratoria losses. Claimant shall be required to provide supplemental information in order for Claims Administrator to conduct this review.

488310 - Port and Harbor Operations

This industry comprises establishments primarily engaged in operating ports, harbors (including docking and pier facilities), or canals.

- X Canal maintenance services (except dredging)
- X Canal operation
- X Docking facility operations
- X Harbor maintenance services (except dredging)
- X Harbor operation
- X Lighthouse operation
- X Maintenance services, waterfront terminal (except dredging)
- X Port facility operation
- X Seaway operation
- X Waterfront terminal operation (e.g., docks, piers, wharves)
- X Wharf operation

488320 - Marine Cargo Handling

This industry comprises establishments primarily engaged in providing stevedoring and other marine cargo handling services (except warehousing).

- X Loading and unloading services at ports and harbors
- X Longshoremen services
- X Marine cargo handling services

X Ship hold cleaning services

X Stevedoring services

488330 - Navigational Services to Shipping

This industry comprises establishments primarily engaged in providing navigational services to shipping. Marine salvage establishments are included in this industry.

X Cargo salvaging, marine

X Docking and undocking marine vessel services

X Harbor tugboat services

X Marine salvaging services

X Marine vessel traffic reporting services

X Piloting services, water transportation

X Radio beacon (i.e., ship navigation) services

X Tugboat services, harbor operation

541330 - Engineering Services

This industry comprises establishments primarily engaged in applying physical laws and principles of engineering in the design, development, and utilization of machines, materials, instruments, structures, processes, and systems. The assignments undertaken by these establishments may involve any of the following activities: provision of advice, preparation of feasibility studies, preparation of preliminary and final plans and designs, provision of technical services during the construction or installation phase, inspection and evaluation of engineering projects, and related services.

Acoustical engineering consulting services

Acoustical system engineering design services

Boat engineering design services

X Chemical engineering services

Civil engineering services

Combustion engineering consulting services

X Construction engineering services

X Consulting engineers' offices

X Consulting engineers' private practices

X Electrical engineering services

X Engineering consulting services

X Engineering design services

X Engineering services

X Engineers' offices

X Engineers' private practices

Environmental engineering services

Erosion control engineering services

Geological engineering services

Geophysical engineering services

Heating engineering consulting services

X Industrial engineering services

Logging engineering services

Marine engineering services

Mechanical engineering services

Mining engineering services

Petroleum engineering services

Traffic engineering consulting services

561990 - All Other Support Services

This industry comprises establishments primarily engaged in providing day-to-day business and other organizational support services (except office administrative services, facilities support services, employment services, business support services, travel arrangement and reservation services, security and investigation services, services to buildings and other structures, packaging and labeling services, and convention and trade show organizing services). Illustrative Examples: Bartering services Flagging (i.e., traffic control) services Bottle exchanges Float decorating services Cloth cutting, bolting, or winding for the trade Inventory taking services Contract meter reading services Lumber grading services Diving services on a contract or fee basis.

- Auctioneers, independent
- Bartering services
- Bottle exchanges
- Cloth cutting, bolting, or winding for the trade
- Coin pick-up services, parking meter
- Coupon processing services
- Coupon redemption services (i.e., clearinghouse)
- X Diving services on a contract or fee basis
- Document shredding services
- Electrical meter reading services, contract
- Fire fighting services as a commercial activity
- Flagging (i.e., traffic control) services
- Float decorating services
- Gas meter reading services, contract
- Inventory computing services
- Inventory taking services
- License issuing services (except government), motor vehicle
- Locating underground utility lines prior to digging
- Lumber grading services
- Meter reading services, contract
- Motor vehicle license issuing services, private franchise
- Printing brokers
- Private volunteer fire fighting
- Tape slitting (e.g., cutting plastic or leather into widths) for the trade
- Textile cutting services
- Trading stamp promotion and sale to stores
- Trading stamp redemption services

722310 - Food Service Contractors

This industry comprises establishments primarily engaged in providing food services at institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these type of organizations for a specified period of time. The establishments of this industry provide food services for the convenience of the contracting organization or the contracting organization's customers. The contractual arrangement of these establishments with contracting organizations may vary from type of facility operated (e.g., cafeteria, restaurant, fast-food eating place), revenue sharing, cost structure, to providing personnel. Management staff is always provided by the food service contractors.

- Airline food services contractors
- Cafeteria food services contractors (e.g., government office cafeterias, hospital cafeterias, school cafeterias)
- Food concession contractors (e.g., convention facilities, entertainment facilities, sporting facilities)
- Food service contractors, airline
- Food service contractors, cafeteria
- Food service contractors, concession operator (e.g., convention facilities, entertainment facilities, sporting facilities)
- X Industrial caterers (i.e., providing food services on a contractual arrangement (except single-event basis))

EXHIBIT 20

Other Released Parties

Abdon Callais Offshore, Inc.
Admiral Robert J Papp Jr.
Admiral Thad Allen
Admiral Towing, LLC
Aerotek, Inc.
Airborne Support, Inc.
Airborne Support International, Inc.
Alford Safety Services Inc.
Alford Services Inc.
Ameri-Force, Inc.
Ameri-Force Craft Services, Inc.
American Pollution Control Corporation
Anadarko Petroleum Company
Anadarko Petroleum Corporation
Anadarko E&P Company LP
Apex Environmental Services, LLC
Art Catering, Inc.
Ashland Services, LLC
B&B Environmental Services, Inc.
Belle Chasse Marine Transportation, Inc.
BJ Services Company, USA
Blue Marlin Services of Acadiana, LLC
Bobby Lynn's Marina, Inc.
BP America Inc.
BP America Production Company
BP Company North America Inc.
BP Corporation North America Inc.
BP Energy Company
BP Exploration (Alaska) Inc.
BP Global Special Products (Americas) Inc.
BP Holdings North America Limited
BP Exploration & Production Inc.
BP p.l.c.
BP Products North America Inc.
BP International Ltd.
BP Corporation North America Inc. Savings Plan Investment Oversight Committee
Brett Coteles
Brian Morel
Cabildo Services, LLC
Cabildo Staffing, LLC
Cahaba Disaster Recovery LLC
Cal Dive International, Inc.
Cameron Corporation
Cameron International Corporation
Cameron International Corporation f/k/a Cooper Cameron Corporation
Cameron International Corporation d/b/a/ Cameron Systems Corporation
Center for Toxicology and Environmental Health L.L.C.
Chill Boats L.L.C.
Chouest Shorebase Services, LLC
Clean Harbors, Inc.
Clean Tank LLC
Clean Tank Inc.
Core Industries, Inc.
Core 4 Kebawk, LLC

Crossmar, Inc.
Crowder/Gulf Joint Venture
Crowder Gulf Disaster Recovery
Danos and Curole Marine Contractors, LLC
Danos & Curole Staffing, L.L.C.
David Sims
Deepwater Horizon Oil Spill Trust
Diamond Offshore Company
DOF Subsea USA, Inc.
Don J. Vidrine
DRC Emergency Services, LLC
DRC Marine, LLC
DRC Recovery Services, LLC
Dril-Quip, Inc.
Dynamic Aviation Group, Inc.
Eastern Research Group, Inc.
Environmental Standards, Inc.
Environmental Safety & Health Consulting Services
Environmental Safety & Health Environmental Services
ES&H, Inc.
ESIS, Inc.
Exponent, Inc.
Fauchaux Brothers Airboat Services, Inc.
Global Diving & Salvage, Inc.
Global Employment Services, Inc.
Global Fabrication, LLC
Global Marine International, Inc.
Graham Gulf Inc.
Grand Isle Shipyard Inc.
Gregg Walz
Guilbeau Marine, Inc.
Guilbeau Boat Rentals, LLC
Gulfmark Offshore, Inc.
Gulf Offshore Logistics, LLC
Gulf Offshore Logistics International, LLC
Gulf Services Industrial, LLC
HEPACO, Inc.
Hilcorp Energy Company
Hyundai Heavy Industries Co. Ltd, Inc.
Hyundai Motor Company
I-Transit Response, L.L.C
International Air Response, Inc.
Island Ventures II, LLC
JMN Specialties, Inc.
JNB Operating LLC
John Guide
K & K Marine, LLC
LaBorde Marine Services, LLC
Lane Aviation
Lawson Environmental Service LLC
Lawson Environmental Service & Response Company
Lee Lambert
Lord Edmund John Browne
Lynden Air Cargo, LLC
Lynden, Inc.
Maco of Louisiana, LLC

Maco Services, Inc.
Marine Spill Response Corporation
Mark Bly
Mark Hafle
M-I L.L.C.
M-I Drilling Fluids L.L.C.
M-I Swaco
Miller Environmental Group, Inc.
Mitchell Marine
Mitsui & Co. (USA), Inc.
Mitsui & Co. Ltd.
Mitsui Oil Exploration Co. Ltd.
ModuSpec USA, Inc.
Monica Ann LLC
Moran Environmental Recovery, LLC
MOEX Offshore 2007 LLC
MOEX USA Corporation
M/V Monica Ann
M/V Pat Tilman
M/V Damon B. Bankston
M/V Max Chouest
M/V Ocean Interventions
M/V C. Express
M/V Capt. David
M/V Joe Griffin
M/V Mr. Sidney
M/V Hilda Lab
M/V Premier Explorer
M/V Sailfish
M/V Seacor Washington
M/V Emerald Coast
M/V Admiral Lee
M/V Seacor Vanguard
M/V Whuppa Snappa
Nalco Energy Services, LP
Nalco Holding Company
Nalco Finance Holdings LLC
Nalco Finance Holdings Inc.
Nalco Holdings LLC
Nalco Company
National Response Corporation
Nature's Way Marine, LLC
Nautical Ventures, LLC
Nautical Solutions, LLC
O'Brien's Response Management, Inc.
Ocean Runner, Inc.
Ocean Therapy Solutions, LLC
Oceaneering International, Inc.
Odyssea Marine, Inc.
Offshore Cleaning Systems L.L.C.
Offshore Service Vessels, LLC
Offshore Inland Marine & Oilfield Services, Inc.
Oil Recovery Company, Inc. of Alabama
Oilfield Marine Contractors, LLC
Parsons Commercial Services Inc.
Parsons Services Company

Parsons Facility Services Company
Parsons Corporation
Patriot Environmental Services Incorporated
Peneton Company
Perennial Contractors, LLC
Peneton Corporation
Production Services Network U.S., Inc.
Quality Container, Inc.
Quality Energy Services, Inc.
Ranger Offshore, Inc.
Reel Pipe, LLC
Resolve Marine Services, Inc.
Robert Kaluza
Ronald W. Sepulvado
Schlumberger, Ltd.
Seacor Holdings Inc.
Seacor Marine, LLC
Seacor Marine, Inc.
Seacor Marine International, Inc.
Seacor Offshore LLC
Seacor Worldwide, Inc.
Sealion Shipping LTD
Sea Support Services, L.L.C.
Sea Tow of South Miss, Inc.
Seafairer Boat, LLC
Shamrock Management LLC et al.
Shoreline Services, LLC
Siemens Financial, Inc.
Shoreline Construction, LLC
Smith Marine, Inc.
Southern Cat, Inc.
Southern Environmental of Louisiana, LLC
Stallion Offshore Quarters, Inc.
Subsea 7 LLC
Tamara's Group, LLC
Team Labor Force, LLC
Technical Marine Maintenance Services, L.L.C.
The Modern Group, Ltd.
The Modern Group GP-SUB, Inc.
The O'Brien Group, LLC
The Response Group, Inc.
Tiburon Divers, Inc.
Tidewater, Inc.
Tidewater Marine LLC
Tiger Rentals, Ltd.
Tiger Safety, LLC
Toisa Limited
Total Safety U.S., Inc.
Twenty Grand Offshore, LLC
Twenty Grand Marine Service, LLC
Twenty Grand Offshore Inc.
USES/Construct Corps
United States Environmental Services, LLC
United States Maritime Services, Inc.
Viscardi Industrial Services, LLC
Weatherford International Ltd.

Weatherford U.S. L.P.
Wood Group Production Services, Inc.
Worley Catastrophe Services, LLC
Worley Catastrophe Response, LLC

EXHIBIT 21

1. ASSIGNMENT AND PROTECTIONS.

1.1. The Parties have agreed to the terms of an assignment and certain protections for Released Parties as set forth in this Attachment:

1.1.1. **Satisfaction of Compensatory Damages.** The Economic Class, Plaintiffs, and all Economic Class Members agree and acknowledge that the Settlement Payment(s), in addition to constituting consideration from the Released Parties, also constitute full, complete, and total satisfaction of all of their Compensatory Damages against the Transocean Parties and the Halliburton Parties.

1.1.2. **Protections for Released Parties.** The Economic Class, Plaintiffs, and all Economic Class Members promise, agree, acknowledge, represent, warrant, and covenant as follows:

1.1.2.1. **No Assignment of Economic Class's, Plaintiffs', or Economic Class Members' Claims or Reassignment of Assigned Claims.** Neither the Economic Class nor any Plaintiff or Economic Class Member shall assign or reassign, or shall attempt to assign or reassign, to any person or entity other than BP any rights or claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Deepwater Horizon Incident, including attempts to reassign the Assigned Claims. Any such assignment or reassignment, or attempt to assign or reassign, to any person or entity other than BP any rights or claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Deepwater Horizon Incident shall be void, invalid, and of no force and effect.

1.1.2.2. **No Recovery of Additional Compensatory Damages.** Neither the Economic Class nor any Plaintiff or Economic Class Member shall accept or attempt to recover, through insurance, reinsurance, indemnification, contribution, subrogation, litigation, settlement, or otherwise, any Compensatory Damages from the Transocean Parties and the Halliburton

Parties, except from Assigned Claims subject to the terms and conditions of Section 1.1.2.4. Nothing in this Section 1.1.2.2 shall impair or impact rights to pursue Transocean and Halliburton for exemplary and punitive damages reserved by the Economic Class and Economic Class Members in Sections 3.6, 3.7, 10.2, and 10.3 of the Agreement and claimed as either individuals or members of the Economic Class.

1.1.2.3. **Non-Execution and Non-Collection for Compensatory Damages.** In the event that the Economic Class or any of the Plaintiffs or Economic Class Members is or becomes the beneficiary of any judgment, decision, award, or settlement arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Deepwater Horizon Incident, the Economic Class and/or such Plaintiffs and/or Economic Class Members shall not accept, execute on, attempt to collect, or otherwise seek recovery of any Compensatory Damages from the Transocean Parties or from the Halliburton Parties, except from Assigned Claims subject to the terms and conditions of Section 1.1.2.4. Nothing in this Section 1.1.2.3 shall impair or impact rights to pursue Transocean and Halliburton for exemplary and punitive damages reserved by the Economic Class and Economic Class Members in Sections 3.6, 3.7, 10.2, and 10.3 of the Agreement and claimed as either individuals or members of the Economic Class.

1.1.2.4. **Conditional Collection of Damages.** In the event that the Economic Class or any of the Plaintiffs and/or Economic Class Members is or becomes the beneficiary of any judgment, decision, award, or settlement arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Deepwater Horizon Incident, including from Assigned Claims and/or Expressly Reserved Claims, the Economic Class and/or such Plaintiffs and/or Economic Class Members shall not accept, execute on, attempt to collect, or otherwise seek recovery of any Damages, to the extent that any Other Party is seeking or may seek to recover such Damages from any Released Party, whether through indemnity,

contribution, subrogation, assignment, or any other theory of recovery, by contract, pursuant to applicable law or regulation, or otherwise, directly or indirectly. The Economic Class, Plaintiffs, and/or Economic Class Members may, however, accept, execute on, attempt to collect, or otherwise seek recovery of Damages if and when a court or tribunal of competent jurisdiction has finally determined that Other Parties cannot recover such Damages, whether through indemnity, contribution, subrogation, assignment or any other theory of recovery, by contract, pursuant to applicable law or regulation, or otherwise, directly or indirectly, from any Released Party. For purposes of this Section 1.1.2.4, “finally determined” shall mean the conclusion of any applicable appeals or other rights to seek review by certiorari or otherwise, or the lapse of any and all such rights, or the lapse of any and all applicable limitations or repose periods.

- 1.1.2.5. **Conditions on Future Settlements.** The Economic Class, Plaintiffs, and/or Economic Class Members may settle or compromise any rights, demands, or claims with the Transocean Parties, the Halliburton Parties, and/or any Other Parties arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Deepwater Horizon Incident if but only if the Transocean Parties, the Halliburton Parties, and/or such Other Party, as the case may be, agrees as part of that settlement or compromise to a full and final release of, dismissal of, and covenant not to sue for any and all rights to recover, directly or indirectly, from the Released Parties (whether through indemnity, contribution, subrogation, assignment or any other theory of recovery, by contract, pursuant to applicable law or regulation, or otherwise) for any Damages or other relief or consideration provided under or relating to such settlement or compromise (whether the settlement is of a class, of individual claims, or otherwise), including from Expressly Reserved Claims, and further represents and warrants that it has not assigned and will not assign any rights to recover for such Damages or other relief or consideration (whether through indemnity, contribution,

subrogation, or otherwise). As part of this commitment and without limitation, the Economic Class, Plaintiffs, and/or Economic Class Members shall not settle or compromise with the Transocean Parties, the Halliburton Parties, and/or any Other Parties on terms that might allow any insurers, reinsurers, or indemnitors thereof to claim against any Released Parties for indemnification, subrogation, contribution, assignment or under any other theory of recovery. The Economic Class, Plaintiffs, and Economic Class Members agree that, before any such settlement or compromise is executed, BP shall have the right to approve language in any such settlement or compromise memorializing the representation and warranty set forth in this Section 1.1.2.5, which approval shall not be unreasonably withheld.

- 1.1.2.6. **Indemnity to Released Parties.** Notwithstanding any provision in the Agreement to the contrary, if any Other Party recovers or seeks to recover from any Released Party (under any theory of recovery, including indemnity, contribution, or subrogation, and including from Assigned Claims and/or Expressly Reserved Claims) any Damages either (a) paid to a particular Plaintiff or Economic Class Member for which a release was given to BP through the Settlement or in an Individual Release, or (b) by, through, under, or on account of such Plaintiff or Economic Class Member for which a release was given to BP through the Settlement or in an Individual Release; then that Plaintiff or Economic Class Member shall indemnify (but not defend) the Released Parties, but only to the extent of Settlement Payment(s) received by that particular Plaintiff or Economic Class Member (by way of example, if a particular Plaintiff has received \$100.00 in Settlement Payment(s), its indemnity obligation would be capped at this amount). This indemnity obligation owed by a Plaintiff or Economic Class Member who has given a release to BP includes any and all claims made or other actions taken by that Economic Class Member in breach of Sections 1.1.2.1 through 1.1.2.5.

- 1.1.2.7. **Notice Regarding Indemnity.** Plaintiffs and Economic Class Members expressly acknowledge that, to the fullest extent allowed by law, the indemnity obligations contained in Section 1.1.2.6 apply to claims against Released Parties predicated on negligence, gross negligence, willful misconduct, strict liability, intentional torts, liability based on contractual indemnity, and any and all other theories of liability, and any and all awards of attorneys' fees or other costs or expenses. The Plaintiffs and Economic Class Members acknowledge that this indemnity is for conduct occurring before the date of the Agreement and therefore is not affected by public policies or other law prohibiting agreements to indemnify in advance of certain conduct. **THE PLAINTIFFS AND ECONOMIC CLASS MEMBERS ACKNOWLEDGE THAT THIS SECTION 1.1.2.7 COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS SECTION 1.1.2.7 IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.**
- 1.1.2.8. **No Set-off.** Should the Economic Class, Plaintiffs, or the Economic Class Members succeed in recovering monies from Transocean or Halliburton, BP agrees that it would not be entitled to set-off such recovery against its obligation to make Settlement Payment(s). Notwithstanding this Section 1.1.2.8, however, the Economic Class, Plaintiffs, and Economic Class Members acknowledge and agree that this "no set-off" term does not apply to any right BP may have pursuant to the Agreement to receive a credit for monies received by Economic Class Members.
- 1.1.3. **Assignment.** To the fullest extent allowed by law and applicable contracts, and subject to Sections 1.1.2, 1.1.4, and 1.1.5, upon Preliminary Approval, and subject to occurrence of the Effective Date as a condition subsequent, BP assigns to the Economic Class, only as a juridical entity and not to Economic Class Members individually, the following claims and causes of action against Transocean and Halliburton (but no other party) arising out

of, due to, resulting from, or relating in any way to, directly or indirectly, to the Deepwater Horizon Incident, on the terms and conditions set forth herein:

- 1.1.3.1. All damages related to the repair, replacement, and/or re-drilling of the MC-252 Well;
- 1.1.3.2. All economic damages for the loss of the MC-252 Well, including lost profits, lost hydrocarbons, and diminution in value of the leasehold;
- 1.1.3.3. All costs that BP incurred to control the MC-252 Well and/or to respond to, contain, and/or clean up the DWH Spill;
- 1.1.3.4. All rights to indemnity, contribution, or subrogation for claims paid by BP and/or the GCCF on or before the entry of the Preliminary Approval Order, subject, however, to (a) BP's retention of its right to pursue the payments identified in Section 1.1.4.2, which are expressly retained, and (b) BP's retention of its right to recover from Transocean and Halliburton for the payments identified in Section 1.1.4.2;
- 1.1.3.5. All claims or causes of action to pursue reimbursement of Settlement Payment(s) under theories of indemnification, contribution, subrogation, or any other theory of recovery;
- 1.1.3.6. All punitive, exemplary, multiple, or non-compensatory damages;
- 1.1.3.7. All claims and causes of action to recover the damages, losses, costs, fees, and amounts set forth in Sections 1.1.3.1-1.1.3.6, including BP's claims for breach of contract, unseaworthiness, negligence, gross negligence, willful misconduct, fraud, fraudulent concealment, and intentional torts and including BP's claims in the *BP Parties' Counter-Complaint, Cross-Complaint And Third Party Complaint Against Transocean And Claim In Limitation*, Docket No. 2074 in Case 2:10-md-02179-CJB-SS, and BP's *Cross-Complaint And Third-Party Complaint Against Halliburton*, Docket

No. 2082 in Case 2:10-md-02179-CJB-SS.

1.1.3.8. BP agrees to cooperate, at its expense, in discovery with the Economic Class in the prosecution of the Assigned Claims, through the provision of evidence and witnesses, and the Economic Class agrees to exercise reasonable restraint in their requests for assistance. The Economic Class pledges to use its best efforts to avoid having to call BP employees as witnesses in court for a trial or other proceedings pursuing Assigned Claims.

1.1.4. **All Defenses and Other Claims Retained.** All of BP's claims not expressly assigned by Section 1.1.3 are hereby retained.

1.1.4.1. Notwithstanding Section 1.1.3 and to avoid doubt, BP does not assign any claim for indemnification or contribution or subrogation of amounts it might pay for fines, penalties, or sanctions, including under the Clean Water Act or other federal or state laws. Nothing in this provision shall be construed to indicate that BP believes such claims are valid, and BP reserves all legal arguments against such claims.

1.1.4.2. Notwithstanding Section 1.1.3 and to avoid doubt, BP does not assign, and in fact retains, any claim for indemnification, contribution, subrogation, or insurance coverage for amounts paid by the GCCF and/or BP on or before the entry of the Preliminary Approval Order to settle or resolve any personal injury, bodily injury, and/or wrongful death claims of the employees of Transocean or Transocean's contractors who were on board the Deepwater Horizon on April 20, 2010, whether brought by such employees or their representatives, including for amounts the GCCF paid for any "Employee Settlement" and to resolve "Employee Claims" as defined and provided for in the Agreement Relating to Payment of Transocean Employee Settlement Claims and as approved by Court order entered on December 13, 2011 (Rec. Doc. 4893) (hereafter referred to as "Insurance Proceeds for Transocean Personnel"). BP warrants that it has

not received any Insurance Proceeds for Transocean Personnel to date. This retention is subject to the terms of Section 5.14 of the Agreement.

- 1.1.4.3. Notwithstanding Section 1.1.3 and to avoid doubt, the Economic Class, Plaintiffs, and Economic Class Members acknowledge and agree that BP retains its right to receive a credit for monies received by the Economic Class, Plaintiffs, and/or Economic Class Members pursuant to the terms of the Agreement.
- 1.1.4.4. Further, notwithstanding any other provision of the Agreement, BP hereby retains all defenses, regardless of how designated, against all claims and causes of action of the Transocean Parties and/or the Halliburton Parties against any of the Released Parties, including all defenses against the Transocean Parties' and the Halliburton Parties' claims for contractual indemnification against BP, which shall include BP's rights to allege and argue breach of contract, gross negligence, willful misconduct, fraud, and/or intentional torts as defenses to contractual indemnification and to seek or oppose reconsideration, appeal, or other review of any decisions by courts or arbitrators regarding contractual indemnification between BP and the Transocean Parties and/or the Halliburton Parties, including (a) the Order and Reasons as to Transocean and BP's Cross-Motions for Partial Summary Judgment Regarding Indemnity, Docket No. 5446 in Case 2:10-md-02179-CJB-SS and (b) the Order and Reasons as to Halliburton's and BP's Cross-Motions for Partial Summary Judgment Regarding Indemnity, Docket No. 5493 in Case 2:10-md-02179-CJB-SS.
- 1.1.4.5. Neither the provisions regarding Assigned Claims, nor any other provision in the Agreement, shall limit BP's ability to take any action to defend itself in any litigation or arbitration.
- 1.1.4.6. **No Warranties for Assigned Claims.** BP does not make, and expressly disclaims, any representations or warranties regarding the Assigned Claims, including but not limited to representations and warranties

regarding the validity, value, enforceability, defenses to, or assignability of the Assigned Claims. The invalidity, illegality, or unenforceability of the assignment of any or all Assigned Claims shall not operate to invalidate the Agreement or the Individual Releases, and shall not affect the validity or enforceability of any other provision, or portion thereof, of the Agreement or the Individual Releases. Should the Effective Date occur but part or all of the assignment be held invalid, BP acknowledges and agrees that it will not seek to pursue such Assigned Claims that were the subject of the invalidated assignment.

- 1.1.5. **Retention of Assigned Claims.** The occurrence of the Effective Date is a condition subsequent of the assignment of the Assigned Claims. If the Effective Date does not occur for any reason, the Assignment made in Section 1.1.3 shall become null and void and the Assigned Claims shall be retained by BP. If any of the Assigned Claims have been liquidated by the Economic Class through judgment or settlement with Transocean and/or Halliburton, such funds shall not be disbursed until the Effective Date has occurred and no compromise, release, or other impairment of the Assigned Claims shall become operative until the Effective Date. Any attempt to release, compromise or otherwise impair the Assigned Claims shall not become operative until the Effective Date, and any attempt to release, compromise, or otherwise impair the Assigned Claims with an operative date before the Effective Date shall be null and void.

2. **DEFINITIONS.**

- 2.1. The capitalized terms used in this Attachment shall have the same definitions as in the Agreement unless defined in this Attachment. In the event of any conflict, the definitions in this Attachment shall prevail over any definitions used in the Agreement for purposes of applying the terms of this Attachment.
- 2.2. Agreement shall mean the Economic and Property Damages Settlement Agreement, including all of its attachments and exhibits.

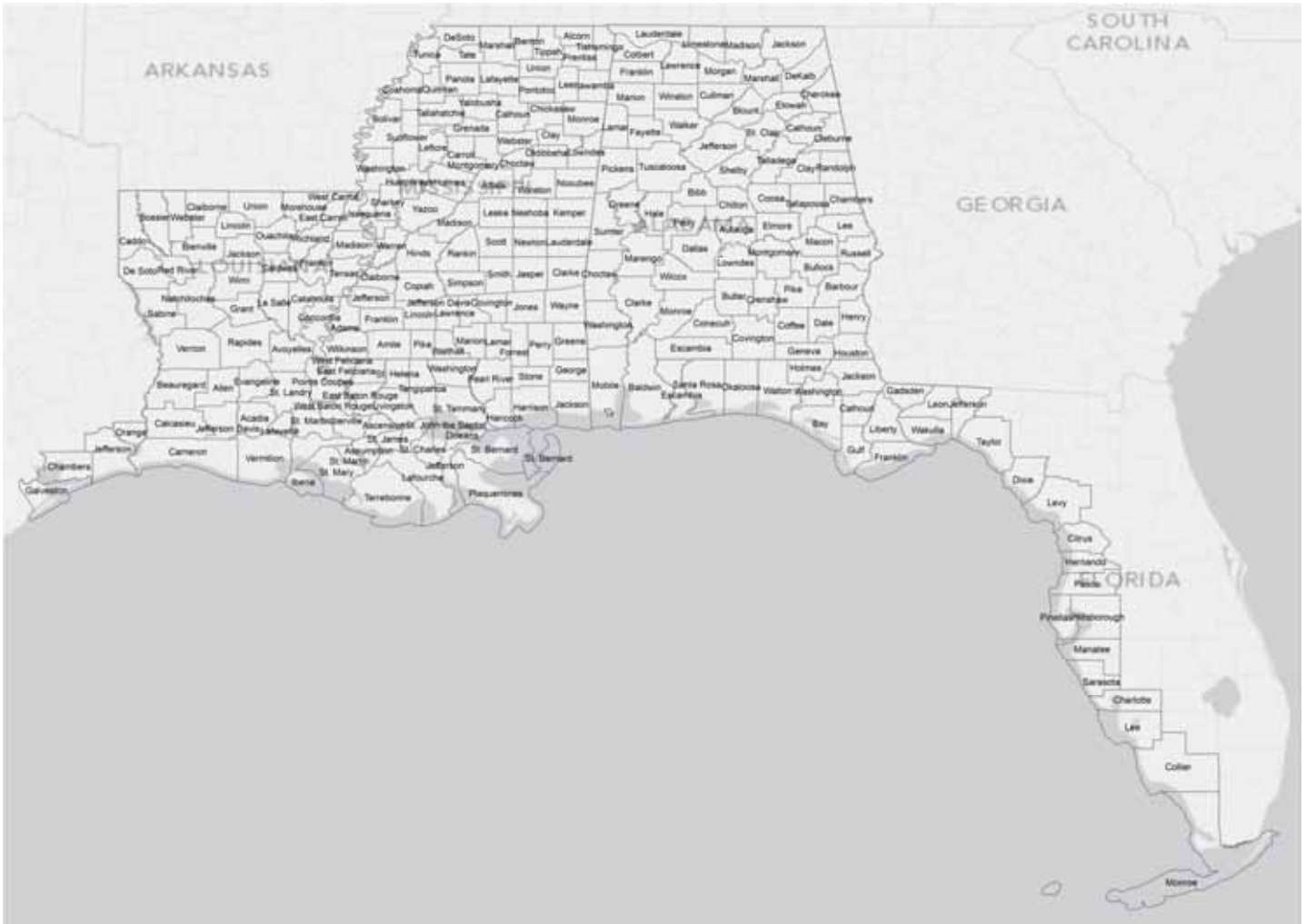
- 2.3. Assigned Claims shall mean the claims defined in Section 1.1.3, excluding the Retained Claims defined in Section 1.1.4.
- 2.4. Compensatory Damages shall mean any and all forms of damages, known or unknown, intended to or having the effect of satisfying, compensating, or reimbursing the Economic Class's, Plaintiffs' and /or Economic Class Members' claims for actual economic or pecuniary costs, expenses, damages, liability, or other losses or injuries arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Deepwater Horizon Incident, regardless of what such damages are designated, called or labeled. Compensatory Damages do not include and may not be interpreted to have any overlap with punitive, exemplary, multiple, or non-compensatory damages. Bodily Injury Claims (including wrongful death) are not included in Compensatory Damages. Claims of BP shareholders in any derivative or direct action solely in their capacity as BP shareholders are not included in Compensatory Damages. The Parties acknowledge and agree that the term Compensatory Damages as defined and used herein does not limit the amounts to be used for the calculation of punitive or other non-compensatory damages in any current or future litigation pursued by the Economic Class, Plaintiffs, and/or Economic Class Members. Nothing herein shall be deemed to limit the right of an Economic Class Member to pursue against BP Moratoria Losses or other claims expressly reserved under Section 3 of the Agreement.
- 2.5. Damages shall mean all forms of damages defined as broadly as possible without exception, including losses, costs, expenses, taxes, requests, royalties, rents, fees, profits, profit shares, earning capacity, loss of subsistence, damages to real or personal property, diminution in property value, punitive damages, exemplary damages, multiple damages, non-compensatory damages, Compensatory Damages, economic damages, injuries, liens, remedies, debts, claims, causes of action, or liabilities.

- 2.6. Halliburton shall mean Halliburton Energy Services, Inc. and all and any of its Affiliates, other than any Natural Person or Entity that is also an Affiliate of any of the Released Parties as of April 16, 2012.
- 2.7. Halliburton Parties shall mean Halliburton (including all persons, entities, subsidiaries, divisions and business units comprised thereby); each of Halliburton's respective past, present and future directors, officers, employees, general or limited partners, members, joint venturers, and shareholders, and their past, present and future spouses, heirs, beneficiaries, estates, executors, administrators, personal representatives, attorneys, agents, trustees, insurers, reinsurers, predecessors, successors, indemnitees, assigns, Affiliates; any natural, legal or juridical person or entity acting on behalf of or having liability in respect of Halliburton, in their respective capacities as such; and the federal Oil Spill Liability Trust Fund and any state or local fund, and each of their respective Affiliates including their officers, directors, shareholders, employees, and agents.
- 2.8. Other Party shall mean every person, entity, or party other than the Released Parties.
- 2.9. Retained Claims shall mean the claims retained by BP in Section 1.1.4.
- 2.10. Transocean shall mean Transocean Ltd., Transocean, Inc., Transocean Offshore Deepwater Drilling Inc., Transocean Deepwater Inc., Transocean Holdings LLC, and Triton Asset Leasing GmbH and all and any of their Affiliates, other than any Natural Person or Entity that is also an Affiliate any of the Released Parties as of April 16, 2012.
- 2.11. Transocean Parties shall mean Transocean (including all persons, entities, subsidiaries, divisions and business units comprised thereby); each of Transocean's respective past, present and future directors, officers, employees, general or limited partners, members, joint venturers, and shareholders, and their past, present and future spouses, heirs, beneficiaries, estates, executors, administrators, personal representatives, attorneys, agents, trustees, insurers,

reinsurers, predecessors, successors, indemnitees, assigns, Affiliates; any natural, legal or juridical person or entity acting on behalf of or having liability in respect of Transocean, in their respective capacities as such; and the federal Oil Spill Liability Trust Fund and any state or local fund, and each of their respective Affiliates including their officers, directors, shareholders, employees, and agents.

EXHIBIT 22

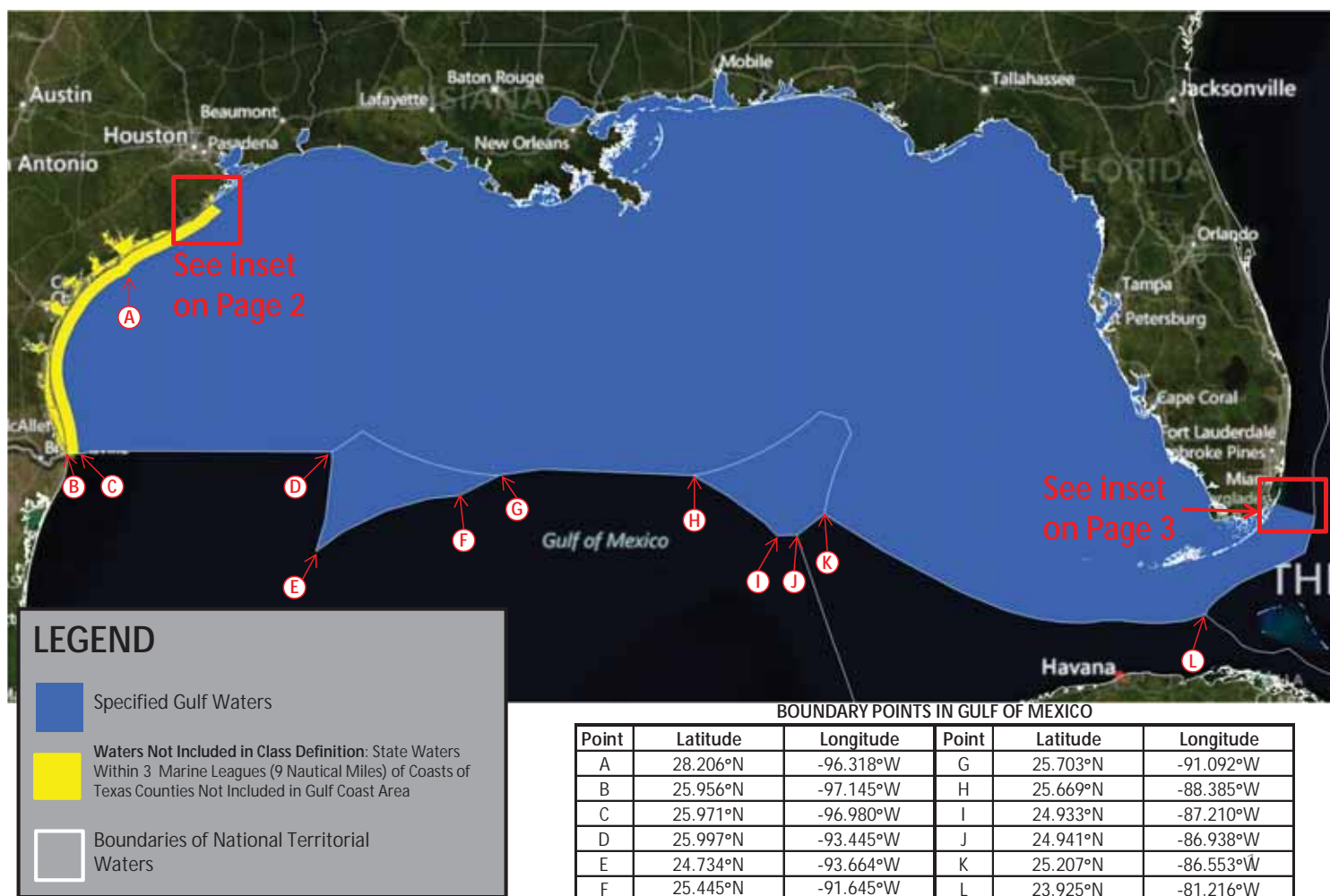
Map of Gulf Coast Area



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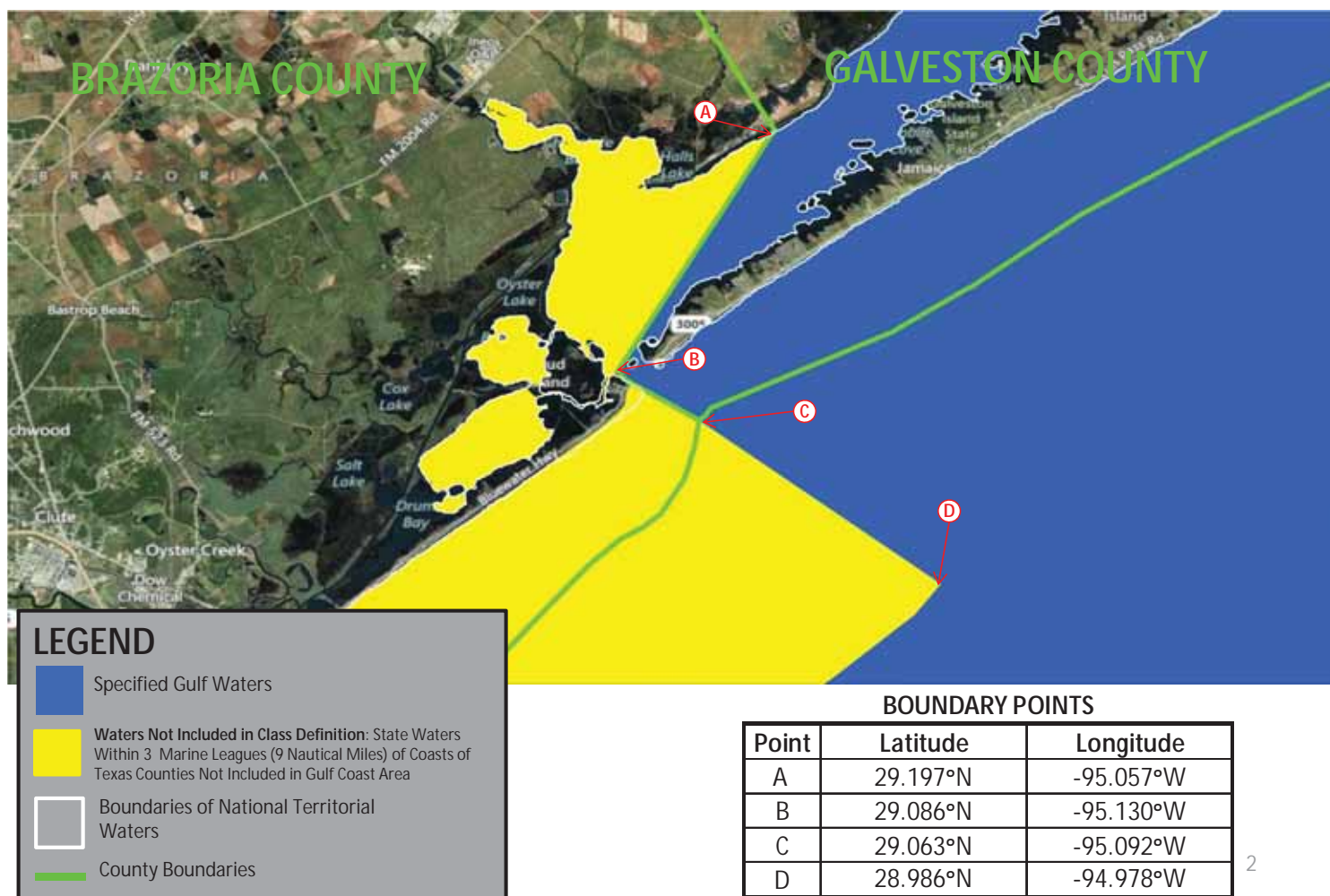
EXHIBIT 23

Map of Specified Gulf Waters



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Map of Specified Gulf Waters



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Map of Specified Gulf Waters



LEGEND

- Specified Gulf Waters
- Waters Not Included in Class Definition: State Waters Within 3 Marine Leagues (9 Nautical Miles) of Coasts of Texas Counties Not Included in Gulf Coast Area
- Boundaries of National Territorial Waters
- County Boundaries

BOUNDARY POINTS

Point	Latitude	Longitude
A	25.306°N	-80.372°W
B	25.354°N	-80.265°W
C	25.342°N	-80.251°W
D	25.314°N	-80.150°W
E	25.184°N	-79.692°W

EXHIBIT 24A

BP CORPORATION NORTH AMERICA INC. GUARANTEE

1. **Guarantee of Obligations.** For good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, BP Corporation North America Inc., a corporation organized under the laws of Indiana (the “**First Guarantor**”), subject to the terms and conditions herein, hereby absolutely, irrecoverably, and unconditionally guarantees the Economic and Property Damages Settlement Class (the “**Beneficiary**”), by and through (i) the Claims Administrator, or (ii) Stephen J. Herman and/or James Parkerson Roy, or their successors, acting as Economic and Property Damages Class Settlement Counsel (“**Lead Class Counsel**”), that BP Exploration and Production Inc. and BP America Production Company (collectively, the “**Primary Obligors**”) will duly and punctually pay all of the Primary Obligors’ payment obligations (the “**Obligations**”) under that certain Deepwater Horizon Economic and Property Damages Settlement Agreement to be dated on or around April 18, 2012 (the “**Agreement**”), as and when required in accordance with the terms thereof, in each case, without regard to whether such obligation is direct or indirect, contingent or otherwise, now or hereafter existing or owing, or incurred or payable before or after commencement of any proceedings by or against the Primary Obligors under any applicable bankruptcy or insolvency law or similar law or proceeding. This guarantee (the “**Guarantee**”) is given in accordance with Section 37 of the Agreement. For purposes of this Guarantee, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

2. **Event of Default of Primary Obligors.** The Primary Obligors shall be deemed in default solely after the occurrence of all of the following events (“**Default**”):

(a) The Primary Obligors have failed to pay an Obligation within the period allowed by the Agreement.

(b) The Claims Administrator or Lead Class Counsel issues a Demand (defined in Clause 9(b)) to the Primary Obligors and the First Guarantor alleging that the Primary Obligors have not paid their Obligations within the period allowed by the Agreement.

(c) The Primary Obligors do not cure the alleged breach within five (5) business days after receipt of the Demand.

(d) The Claims Administrator or Lead Class Counsel shall concurrently notify the Court (presiding judge or magistrate of the division of the District Court for the Eastern District of Louisiana having oversight of the Agreement) of the alleged breach, and First Guarantor shall not oppose expedited consultation and/or mediation of the dispute.

(e) The Court informally consults regarding and/or mediates the dispute.

(f) The Primary Obligors fail to take curative action within the greater of (i) two business days after the conclusion of the consultation and/or mediation with the Court, or (ii) the balance of the time period specified in Clause 2(c).

3. **Obligation of First Guarantor.** If and only if the Primary Obligors are in Default and such Default has not been cured and is continuing, then First Guarantor must pay or procure the

payment of the applicable overdue and unpaid Obligations of the Primary Obligors within the greater of (i) 15 days from receipt of the Demand or (ii) five business days after the determination of a Default as specified in Clauses 2(a) – (f).

4. **Joint and Several Obligation.** The First Guarantor's obligations under this Guarantee are contingent upon the occurrence and continuation of a Default by the Primary Obligors. Upon and after the occurrence, and during the continuance, of a Default, (a) this Guarantee shall be a guarantee of payment, and not of collection, of the applicable overdue and unpaid Obligations; (b) the First Guarantor's obligations hereunder shall be on a "joint and several" basis with the Primary Obligors to the same degree and extent as if the First Guarantor had been a co-principal obligor of the applicable unpaid Obligations, and (c) a separate action or actions may be brought and prosecuted against the First Guarantor to enforce this Guarantee, irrespective of whether any action is brought upon the Primary Obligors or whether any Primary Obligor is joined in any such action or actions.

5. **Duration.** The obligations of the First Guarantor set forth herein constitute the full recourse obligations of the First Guarantor enforceable against it to the full extent of all its assets and properties and shall remain in full force and effect until the earlier of (i) such time as all the Obligations of the Primary Obligors under the Agreement have been performed in full and so declared by Court order, or (ii) such time as the Agreement terminates or becomes null and void for any of the reasons set out in Section 21 of the Agreement.

6. **Waiver of Defenses.** The obligations of the First Guarantor hereunder shall not be subject to any counterclaim, setoff, deduction, diminution, abatement, stay, recoupment, suspension, deferment, reduction or defense (other than full and strict payment or other satisfaction of the Obligations) based upon any claim the First Guarantor may have against the Beneficiary or any other obligor. Subject to Clause 5, the obligations of the First Guarantor hereunder shall remain in full force and effect without regard to, and shall not be released, discharged or reduced (except to the extent of any defenses to payment or performance to which the Primary Obligors are entitled under the Agreement) for any reason, including (a) any amendment or waiver of any term of the Agreement, whether or not the Beneficiary, Primary Obligors, or the First Guarantor has notice or knowledge of any of the foregoing; or (b) any bankruptcy, insolvency or similar proceeding with respect to the First Guarantor or Primary Obligors or their respective properties, or any action taken by any trustee or receiver or by any court in any such proceeding. The First Guarantor also waives any right to demand arbitration or mediation, and any right to a jury trial. The obligations of the First Guarantor hereunder shall be subject to, and the First Guarantor shall be entitled to assert, any counterclaim, setoff, deduction, or defense that the Primary Obligors could assert against the Beneficiary under the Agreement.

7. **Waiver of Notice.** Except as set forth in this Guarantee, the First Guarantor unconditionally waives all notices which may be required by statute, rule of law or otherwise to preserve any rights against the First Guarantor hereunder, including (a) notice of the acceptance of this Guarantee by the Beneficiary or any assignee thereof, or the modification of the Obligations or notice of any other matters relating thereto; (b) any presentment, demand, notice of dishonor, protest or nonpayment of any damages or other amounts payable under the Agreement; (c) any requirement for the enforcement, assertion or exercise of any right or remedy under the Agreement; (d) any requirement of diligence; (e) if the Primary Obligors are in

Default, the right to require the Beneficiary to proceed against the Primary Obligors or any other person liable on the Obligations, and the Guarantor waives the right to have the property of the Primary Obligors first applied to discharge the Obligations.

8. **Subordination of Rights.** The First Guarantor shall be subrogated to all rights of the Beneficiary against the Primary Obligors in respect of any amounts paid by the First Guarantor pursuant to the Guarantee, provided that the First Guarantor waives any rights it may acquire by way of subrogation under this Guarantee, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Beneficiary against the Primary Obligors or any collateral which the Beneficiary now has or acquires, until all of the Obligations shall have been irrevocably and indefeasibly paid to the Beneficiary in full. If (a) the First Guarantor shall make payment to the Beneficiary of all or any part of the Obligations, and (b) all the Obligations shall have been indefeasibly paid in full, then the Beneficiary shall, at the First Guarantor's request, execute and deliver to the First Guarantor appropriate documents necessary to evidence the transfer by subrogation to the First Guarantor of any interest in the Obligations resulting from such payment of the First Guarantor. Any sums received by the First Guarantor in violation of the foregoing shall be held in trust for the Beneficiary and shall be promptly paid over to the Claims Administrator or Lead Class Counsel on behalf of the Beneficiary without any need for further action of any kind by the Beneficiary, to be credited and applied against the Obligations.

9. **Demands.**

(a) This Guarantee may only be enforced by the Claims Administrator or Lead Class Counsel on behalf of the Beneficiary and may not be enforced by any other Natural Person or Entity, including, without limitation, any member of the Beneficiary.

(b) Any demand sent by the Claims Administrator or Lead Class Counsel to the First Guarantor under this Guarantee shall be in writing and shall (i) state the reasons for making such demand, and (ii) clearly identify the Obligations under the Agreement which the Primary Obligors have failed to pay, and such notice shall be delivered or sent by email, facsimile, and overnight mail to the First Guarantor at its address as provided under Clause 12(b) ("**Demand**").

(c) All Demands to proceed under this Guarantee must be sent to the First Guarantor by the Claims Administrator or Lead Class Counsel.

10. **Representations and Warranties.**

(a) The First Guarantor is a corporation duly formed and validly existing under the laws of the State of Indiana.

(b) The First Guarantor has the power and authority to execute, deliver and perform its obligations under this Guarantee and has taken all necessary action to authorize the execution, delivery and performance of this Guarantee. No consent is required for the due execution, delivery, and performance by the First Guarantor of this Guarantee, except those that have been obtained and are in full force and effect.

(c) The authorization, execution, delivery and performance of this Guarantee by the First Guarantor will not result in any breach of or default under (or any condition which with the giving of notice or lapse of time or both would constitute a breach or default under) (i) the constituent documents of the First Guarantor, or (ii) any contract, indenture, mortgage, security agreement or other document, instrument or agreement or any judgment, order or decree or law, rule, or regulation to which the First Guarantor is a party or to which the First Guarantor or any of its property is subject.

11. **Sole Remedy.** The First Guarantor's obligations under this Guarantee are the sole and exclusive remedy of the Beneficiary against the First Guarantor under the Agreement. The First Guarantor's entire obligation to the Beneficiary is the guarantee of the Obligations and the other obligations expressly set forth in Clause 12 and the First Guarantor shall have no other obligations of any kind to the Beneficiary. No person or entity, other than the Beneficiary acting through the Claims Administrator or Lead Class Counsel, shall have any rights, remedies or recourse to the First Guarantor under this Guarantee.

12. **Miscellaneous.**

(a) The First Guarantor shall not assign any of its rights or delegate any of its duties under this Guarantee to any person or entity without the prior written consent of the Beneficiaries. This Guarantee shall be binding upon First Guarantor, its successors, and assigns, and shall inure to the benefit of Beneficiary, its successors, and assigns.

(b) Any notice to the First Guarantor pursuant to this Guarantee shall be sent by electronic mail, facsimile, and overnight mail to the following individuals, who are authorized to receive all notices, demands, suits to perform, and all other correspondence arising out of the Guarantee:

John E. (Jack) Lynch Jr.
Deputy Group General Counsel
U.S. General Counsel
BP America Inc.
501 Westlake Park Boulevard
Houston, TX 77079
Fax: 713-375-2808
E-mail: John.Lynch@uk.bp.com

James J. Neath
Associate General Counsel
BP America Inc.
501 Westlake Park Boulevard
Houston, TX 77079
Fax: 281-366-5901
E-mail: James.Neath@bp.com

Any notice to Beneficiary pursuant to this Guarantee shall be sent by electronic mail, facsimile, and overnight mail to the following individuals in their capacity as Lead Class Counsel:

Stephen J. Herman
Herman Herman Katz & Cotlar LLP
820 O'Keefe Avenue
New Orleans, LA 70113
Fax: 504-561-6024
E-mail: sherman@hhkc.com

James Parkerson Roy
Domengeaux Wright Roy & Edwards
LLC 556 Jefferson Street, Suite 500
Lafayette, LA 70501
Fax: 337-233-2796
E-Mail: jimr@wrightroy.com

Any notice to the Claims Administrator pursuant to this Guarantee shall be sent by electronic mail, facsimile, and overnight mail to the following individual in his capacity as the Claims Administrator:

Patrick Juneau
Juneau David, APLC
Post Office Drawer 51268
Lafayette, LA 70505-1268
Fax: 337-269-0061
E-mail: paj@juneaudavid.com
fgg@juneaudavid.com

Whenever any notice is sent related to this Guarantee, such notice shall be sent to all of the addressees listed in this Clause 12(b).

(c) This Guarantee shall not be amended without the written consent of the First Guarantor and the Beneficiaries.

(d) The provisions of this Guarantee shall be deemed severable, and if any one or more provisions of this Guarantee shall be determined to be invalid or unenforceable, all other provisions shall, nevertheless, remain in full force and effect.

(e) If the First Guarantor has performed under this Guarantee, then within 30 days of a written demand, the First Guarantor shall pay all reasonably incurred and properly documented out-of-pocket costs, fees, and/or expenses incurred by the Claims Administrator and/or Lead Class Counsel, including fees and disbursements of counsel, in connection with the pursuit of performance under this Guarantee.

(f) THIS GUARANTEE SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(g) Pursuant to the Court's continuing jurisdiction over the Agreement, the First Guarantor, Beneficiary, Claims Administrator, and Lead Class Counsel agree that the United States District Court for the Eastern District of Louisiana shall have exclusive jurisdiction and venue to enforce, interpret, give effect to, or resolve any disputes, cases, or controversies concerning this Guarantee. If MDL 2179 has not yet been terminated, any pleading filed on behalf of any complainant party relating to the Guarantee shall be accompanied by a legal request for such dispute, case, or controversy to be made part of MDL 2179. In all other respects and purposes unrelated to matters involving the Guarantee or its enforcement, the First Guarantor specifically reserves any and all defenses to the jurisdiction and venue of this Court. The Beneficiary, Claims Administrator, and Lead Class Counsel agree that the First Guarantor's agreement in this Clause 12(g) does not constitute a waiver of jurisdictional defenses, consent to jurisdiction, or an act supporting or sufficient to establish jurisdiction over the First Guarantor for any matter besides disputes, cases, or controversies concerning this Guarantee.

IN WITNESS WHEREOF, the undersigned First Guarantor has by its duly authorized representative executed and delivered this Guarantee to the Beneficiary as of this 18th day of April, 2012.

BP CORPORATION NORTH AMERICA INC.

By: James J. Neath
Name: James J. Neath
Title: Associate General Counsel

EXHIBIT 24B

BP P.L.C. BACK-UP GUARANTEE

1. Recitals.

(a) Whereas, BP Corporation North America Inc., an Indiana corporation (the “**First Guarantor**”), is providing a guarantee (the “**BPCNA Guarantee**”) in favor of the Economic and Property Damages Settlement Class (the “**Beneficiary**”) in connection with that certain Deepwater Horizon Economic and Property Damages Settlement Agreement to be dated on or around April 18, 2012 (the “**Agreement**”), guaranteeing the payment obligations (the “**Obligations**”) of BP Exploration and Production Inc. and BP America Production Company (the “**Primary Obligors**”) under the Agreement.

(b) Whereas, the First Guarantor is a wholly-owned indirect subsidiary of BP p.l.c., a company incorporated in England and Wales (the “**Second Guarantor**”), and the Second Guarantor has agreed to provide this guarantee (the “**Guarantee**”) pursuant to Section 37 of the Agreement.

(c) Now, therefore, for good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Second Guarantor agrees as follows:

2. **Guarantee of Obligations.** The Second Guarantor, subject to the terms and conditions herein, including, without limitation, the occurrence and continuance of a BPCNA Default, hereby absolutely, irrecoverably, and unconditionally guarantees the Beneficiary, by and through (i) the Claims Administrator, or (ii) Stephen J. Herman and/or James Parkerson Roy, or their successors, acting as Economic and Property Damages Class Settlement Counsel (“**Lead Class Counsel**”), that the Primary Obligors (or, if applicable, the First Guarantor) will duly and punctually pay all of the Primary Obligors’ Obligations under the Agreement, as and when required in accordance with the terms thereof, in each case, without regard to whether such obligation is direct or indirect, contingent or otherwise, now or hereafter existing or owing, or incurred or payable before or after commencement of any proceedings by or against the Primary Obligors under any applicable bankruptcy or insolvency law or similar law or proceeding. For purposes of this Guarantee, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

3. **Event of Default of Primary Obligors and First Guarantor.** The Primary Obligors and the First Guarantor shall be deemed in default solely after the occurrence of all of the following events (“**BPCNA Default**”):

(a) The Primary Obligors have failed to pay an Obligation within the period allowed by the Agreement.

(b) The Claims Administrator or Lead Class Counsel issues a Demand (defined in Clause 11(b)) to the Primary Obligors, the First Guarantor, and the Second Guarantor alleging that the Primary Obligors have not paid their Obligations within the period allowed by the Agreement.

(c) The Primary Obligors do not cure the alleged breach within five (5) business days after receipt of the Demand.

(d) The Claims Administrator or Lead Class Counsel shall concurrently notify the Court (presiding judge or magistrate of the division of the District Court for the Eastern District of Louisiana having oversight of the Agreement) of the alleged breach, and Second Guarantor shall not oppose expedited consultation and/or mediation of the dispute.

(e) The Court informally consults regarding and/or mediates the dispute.

(f) The Primary Obligors fail to take curative action within the greater of (i) two business days after the conclusion of the consultation and/or mediation with the Court, or (ii) the balance of the time period specified in Clause 3(c).

(g) The occurrence and continuation of either: (i) a failure by First Guarantor to pay the applicable Obligations or otherwise cure the Default (as defined in the BPCNA Guarantee) of the Primary Obligors within the time specified in the BPCNA Guarantee, or (ii) a Net Worth Event as defined hereinafter.

4. **Obligation of Second Guarantor.** If and only if a BPCNA Default has occurred and such BPCNA Default has not been cured and is continuing, then Second Guarantor must pay or procure the payment of the applicable overdue and unpaid Obligations of the Primary Obligors within the greater of (i) 30 days from receipt of the Demand or (ii) 15 days after the determination of a BPCNA Default as specified in Clauses 3(a) – (g).

5. **Net Worth Event.** For purposes of this Guarantee, the terms set forth below have the following meanings.

“Consolidated Net Worth” means Total Assets less Total Liabilities.

“GAAP” means, as at any date of determination, generally accepted accounting principles in the United States.

“Net Worth Event” means the Consolidated Net Worth of the First Guarantor, as demonstrated in the most recently produced audited, annual consolidated balance sheet shall be less than ten billion (\$10,000,000,000), pursuant to audited financials that First Guarantor shall produce to Lead Class Counsel and the Claims Administrator at least once a year, subject to a customary confidentiality agreement reasonably acceptable to the First Guarantor and the Second Guarantor. If the annual audited financials required hereunder (subject to the confidentiality agreement) are not produced on or before the earlier of (a) 120 days after the end of First Guarantor’s fiscal year or (b) the date the audited financials are provided to the First Guarantor’s creditors, a Net Worth Event will immediately be deemed to have occurred without the need for further action of any kind; provided, however, that the First Guarantor’s subsequent provision of the audited financials to Lead Class Counsel and the Claims Administrator showing the Consolidated Net Worth of the First Guarantor to be in excess of ten billion dollars (\$10,000,000,000) shall immediately cure the Net Worth Event.

“Total Assets” means, as at any date of determination, all assets of the First Guarantor and its subsidiaries on a consolidated basis in conformity with GAAP.

“Total Liabilities” means, as at any date of determination, all liabilities of the First Guarantor and its subsidiaries on a consolidated basis in conformity with GAAP.

6. **Joint and Several Obligation.** The Second Guarantor’s obligations under this Guarantee are contingent upon the occurrence and continuation of a BPCNA Default. Upon and after the occurrence, and during the continuance, of a BPCNA Default, (a) this Guarantee shall be a guarantee of payment, and not of collection, of the applicable overdue and unpaid Obligations; (b) the Second Guarantor’s obligations hereunder shall be on a “joint and several” basis with the Primary Obligors and the First Guarantor to the same degree and extent as if the Second Guarantor had been a co-principal obligor of the applicable unpaid Obligations, and (c) a separate action or actions may be brought and prosecuted against the Second Guarantor to enforce this Guarantee, irrespective of whether any action is brought upon the Primary Obligors or the First Guarantor or whether any Primary Obligor or First Guarantor is joined in any such action or actions.

7. **Duration.** The obligations of the Second Guarantor set forth herein constitute the full recourse obligations of the Second Guarantor enforceable against it to the full extent of all its assets and properties and shall remain in full force and effect until the earlier of (i) such time as all the Obligations of the Primary Obligors under the Agreement have been performed in full and so declared by Court order, (ii) five years after the Effective Date, as defined in the Agreement, or (iii) such time as the Agreement terminates or becomes null and void for any of the reasons set out in Section 21 of the Agreement.

8. **Waiver of Defenses.** The obligations of the Second Guarantor hereunder shall not be subject to any counterclaim, setoff, deduction, diminution, abatement, stay, recoupment, suspension, deferment, reduction or defense (other than full and strict payment or other satisfaction of the Obligations) based upon any claim the Second Guarantor may have against the Beneficiary or any other obligor. Subject to Clause 7, the obligations of the Second Guarantor hereunder shall remain in full force and effect without regard to, and shall not be released, discharged or reduced (except to the extent of any defenses to payment or performance to which the Primary Obligors are entitled under the Agreement) for any reason, including (a) any amendment or waiver of any term of the Agreement, whether or not the Beneficiary, Primary Obligors, or the Second Guarantor has notice or knowledge of any of the foregoing; or (b) any bankruptcy, insolvency or similar proceeding with respect to the First Guarantor or Primary Obligors or their respective properties, or any action taken by any trustee or receiver or by any court in any such proceeding. The Second Guarantor also waives any right to demand arbitration or mediation, and any right to a jury trial. The obligations of the Second Guarantor hereunder shall be subject to, and the Second Guarantor shall be entitled to assert, any counterclaim, setoff, deduction, or defense that the Primary Obligors could assert against the Beneficiary under the Agreement.

9. **Waiver of Notice.** Except as set forth in this Guarantee, the Second Guarantor unconditionally waives all notices which may be required by statute, rule of law or otherwise to preserve any rights against the Second Guarantor hereunder, including (a) notice of the acceptance of this Guarantee by the Beneficiary or any assignee thereof, or the modification of

the Obligations or notice of any other matters relating thereto; (b) any presentment, demand, notice of dishonor, protest or nonpayment of any damages or other amounts payable under the Agreement; (c) any requirement for the enforcement, assertion or exercise of any right or remedy under the Agreement; (d) any requirement of diligence; (e) if the Primary Obligors are in default, the right to require the Beneficiary to proceed against the Primary Obligors or any other person liable on the Obligations, and the Second Guarantor waives the right to have the property of the Primary Obligors first applied to discharge the Obligations.

10. Subordination of Rights. The Second Guarantor shall be subrogated to all rights of the Beneficiary against the Primary Obligors and the First Guarantor in respect of any amounts paid by the Second Guarantor pursuant to the Guarantee, provided that the Second Guarantor waives any rights it may acquire by way of subrogation under this Guarantee, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Beneficiary against the Primary Obligors or any collateral which the Beneficiary now has or acquires, until all of the Obligations shall have been irrevocably and indefeasibly paid to the Beneficiary in full. If (a) the Second Guarantor shall make payment to the Beneficiary of all or any part of the Obligations, and (b) all the Obligations shall have been indefeasibly paid in full, then the Beneficiary shall, at the Second Guarantor's request, execute and deliver to the Second Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Second Guarantor of any interest in the Obligations resulting from such payment of the Second Guarantor. Any sums received by the Second Guarantor in violation of the foregoing shall be held in trust for the Beneficiary and shall be promptly paid over to the Claims Administrator or Lead Class Counsel on behalf of the Beneficiary without any need for further action of any kind by the Beneficiary, to be credited and applied against the Obligations.

11. Demands.

(a) This Guarantee may only be enforced by the Claims Administrator or Lead Class Counsel on behalf of the Beneficiary and may not be enforced by any other Natural Person or Entity, including, without limitation, any member of the Beneficiary.

(b) Any demand sent by the Claims Administrator or Lead Class Counsel to the Second Guarantor under this Guarantee shall be in writing and shall (i) state the reasons for making such demand, and (ii) clearly identify the Obligations under the Agreement which the Primary Obligors have failed to pay, and such notice shall be delivered or sent by email, facsimile, and overnight mail to the Second Guarantor at its address as provided under Clause 14(b) (“**Demand**”).

(c) All Demands to proceed under this Guarantee must be sent to the Second Guarantor by the Claims Administrator or Lead Class Counsel.

12. Representations and Warranties.

(a) The Second Guarantor is a company duly formed and validly existing under the laws of England and Wales.

(b) The Second Guarantor has the power and authority to execute, deliver and perform its obligations under this Guarantee and has taken all necessary action to authorize the execution, delivery and performance of this Guarantee. No consent is required for the due execution, delivery, and performance by the Second Guarantor of this Guarantee, except those that have been obtained and are in full force and effect.

(c) The authorization, execution, delivery and performance of this Guarantee by the Second Guarantor will not result in any breach of or default under (or any condition which with the giving of notice or lapse of time or both would constitute a breach or default under) (i) the constituent documents of the Second Guarantor, or (ii) any contract, indenture, mortgage, security agreement or other document, instrument or agreement or any judgment, order or decree or law, rule, or regulation to which the Second Guarantor is a party or to which the Second Guarantor or any of its property is subject.

13. **Sole Remedy.** The Second Guarantor's obligations under this Guarantee are the sole and exclusive remedy of the Beneficiary against the Second Guarantor under the Agreement. The Second Guarantor's entire obligation to the Beneficiary is the guarantee of the Obligations and the other obligations expressly set forth in Clause 14 and the Second Guarantor shall have no other obligations of any kind to the Beneficiary. No person or entity, other than the Beneficiary acting through the Claims Administrator or Lead Class Counsel, shall have any rights, remedies or recourse to the Second Guarantor under this Guarantee.

14. **Miscellaneous.**

(a) The Second Guarantor shall not assign any of its rights or delegate any of its duties under this Guarantee to any person or entity without the prior written consent of the Beneficiaries. This Guarantee shall be binding upon Second Guarantor, its successors, and assigns, and shall inure to the benefit of Beneficiary, its successors, and assigns.

(b) Any notice to the Second Guarantor pursuant to this Guarantee shall be sent by electronic mail, facsimile, and overnight mail to the following individuals, who are authorized to receive all notices, demands, suits to perform, and all other correspondence arising out of the Guarantee:

Rupert Bondy
Group General Counsel
BP p.l.c.
1 St James's Square
London SW1Y 4PD
United Kingdom
Fax: +44-20-7496-4242
E-mail: Rupert.Bondy@uk.bp.com

David Bucknall
Group Treasurer
BP p.l.c.
4th Floor
20 Canada Square
London E14 5NJ
United Kingdom
Fax: +44-20-7948-7783
E-mail: David.Bucknall@uk.bp.com

John E. (Jack) Lynch Jr.
Deputy Group General Counsel
U.S. General Counsel
BP America Inc.
501 Westlake Park Boulevard
Houston, TX 77079
Fax: 713-375-2808
E-mail: John.Lynch@uk.bp.com

James J. Neath
Associate General Counsel
BP America Inc.
501 Westlake Park Boulevard
Houston, TX 77079
Fax: 281-366-5901
E-mail: James.Neath@bp.com

Any notice to Beneficiary pursuant to this Guarantee shall be sent by electronic mail, facsimile, and overnight mail to the following individuals in their capacity as Lead Class Counsel:

Stephen J. Herman
Herman Herman Katz & Cotlar LLP
820 O'Keefe Avenue
New Orleans, LA 70113
Fax: 504-561-6024
E-mail: sherman@hhkc.com

James Parkerson Roy
Domengeaux Wright Roy & Edwards
LLC 556 Jefferson Street, Suite 500
Lafayette, LA 70501
Fax: 337-233-2796
E-Mail: jimr@wrightroy.com

Any notice to the Claims Administrator pursuant to this Guarantee shall be sent by electronic mail, facsimile, and overnight mail to the following individual in his capacity as the Claims Administrator:

Patrick Juneau
Juneau David, APLC
Post Office Drawer 51268
Lafayette, LA 70505-1268
Fax: 337-269-0061
E-mail: paj@juneaudavid.com
fgg@juneaudavid.com

Whenever any notice is sent related to this Guarantee, such notice shall be sent to all of the addressees listed in this Clause 14(b).

(c) This Guarantee shall not be amended without the written consent of the Second Guarantor and the Beneficiaries.

(d) The provisions of this Guarantee shall be deemed severable, and if any one or more provisions of this Guarantee shall be determined to be invalid or unenforceable, all other provisions shall, nevertheless, remain in full force and effect.

(e) If the Second Guarantor has performed under this Guarantee, then within 30 days of a written demand, the Second Guarantor shall pay all reasonably incurred and properly documented out-of-pocket costs, fees, and/or expenses incurred by the Claims Administrator and/or Lead Class Counsel, including fees and disbursements of counsel, in connection with the pursuit of performance under this Guarantee.

(f) THIS GUARANTEE SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(g) Pursuant to the Court's continuing jurisdiction over the Agreement, the Second Guarantor, Beneficiary, Claims Administrator, and Lead Class Counsel agree that the United States District Court for the Eastern District of Louisiana shall have exclusive jurisdiction and venue to enforce, interpret, give effect to, or resolve any disputes, cases, or controversies concerning this Guarantee. If MDL 2179 has not yet been terminated, any pleading filed on behalf of any complainant party relating to the Guarantee shall be accompanied by a legal request for such dispute, case, or controversy to be made part of MDL 2179. In all other respects and purposes unrelated to matters involving the Guarantee or its enforcement, the Second Guarantor specifically reserves any and all defenses to the jurisdiction and venue of this Court. The Beneficiary, Claims Administrator, and Lead Class Counsel agree that the Second Guarantor's agreement in this Clause 14(g) does not constitute a waiver of jurisdictional defenses, consent to jurisdiction, or an act supporting or sufficient to establish jurisdiction over the Second Guarantor for any matter besides disputes, cases, or controversies concerning this Guarantee.

IN WITNESS WHEREOF, the undersigned Second Guarantor has by its duly authorized representative executed and delivered this Guarantee to the Beneficiary as of this 16th day of April, 2012.

BP P.L.C.

By: B. Gilvary
Name: BRIAN GILVARY
Title: CHIEF FINANCIAL OFFICER

EXHIBIT 25

Procedures for Filing and Briefing of Appeals

1. The Claims Administrator shall designate an appeals coordinator (“Appeals Coordinator”) to coordinate the appeals process set forth in Section 6 of the Agreement.
2. Appeals shall be commenced by the appellant filing with the Appeals Coordinator within the applicable time frames set forth in Section 6 of the Agreement a Notice of Appeal stating the appellant’s election to appeal, the issues being appealed and the relief requested. The Appeals Coordinator shall provide a copy of the Notice of Appeal to the appellee. Such copy shall be provided by electronic mail if the appellee has provided the Claims Administrator with an electronic mail address or otherwise by U.S. Mail.
3. Upon receiving a Notice of Appeal, the Appeals Coordinator shall issue a schedule to the appellant and the appellee, and shall provide the address and email address at which to serve the parties to the appeal and Lead Class Counsel. The schedule shall set forth specific due dates (month, day, and year) so that there is a clear understanding of the following applicable deadlines:
 - A. For appeals to which the “baseball” process applies pursuant to Section 6 of the Agreement, the appellant and appellee shall file their Initial Proposal with the Appeals Coordinator, and serve the other party by electronic mail and overnight delivery within 15 days of the date that the Appeals Coordinator transmits the Notice of Appeal to the appellee via email and overnight delivery. Any party may file a memorandum in support of its Initial Proposal together with its Initial Proposal. By no later than 25 days of the date that the Appeals Coordinator transmits the Notice of Appeal to the appellee, if the appeal has not been settled by the appellant and appellee, the appellant and appellee shall each file its Final Proposal and shall serve the other party by electronic mail, overnight delivery, or U.S. Mail.
 - B. For appeals to which “baseball” does not apply pursuant to the Agreement, the appellant shall file with the Appeals Coordinator, and serve the appellee, an opening memorandum in support of its appeal explaining the basis for its appeal within 10 days of the date that the Appeals Coordinator transmits the Notice of Appeal to the appellee. The appellee may file an opposition memorandum by no later than 25 days of the date that the Appeals Coordinator transmits the Notice of Appeal to the appellee. The appellee shall file the opposition memorandum on the appellant by electronic mail, overnight delivery, or

U.S. Mail. The appellant may file a reply brief by no later than 35 days after the date that the Appeals Coordinator transmits the Notice of Appeal to the appellee. The appellant shall file the reply memorandum on the appellee by electronic mail, overnight delivery, or U.S. Mail.

4. The Appeals Coordinator may grant extensions to the above-mentioned deadlines in the Appeals Coordinator's discretion.
5. The Appeals Coordinator, upon concurrence of the Claims Administrator, may amend and/or adopt procedures as necessary to implement Section 6 of the Agreement after providing notice and a right to comment by the BP Parties and Lead Class Counsel.
6. The Appeals Coordinator shall post on the Court Approved Settlement Program web site and make available in hard copy a protocol summarizing these procedures and mechanism for filing appeals and documents in connection therewith (i.e., address for filing appeals and documents in connection therewith).
7. All decisions of Appeal Panelists shall be emailed to attorneys for the parties and Lead Class Counsel. In addition, public versions shall be created with personally identifying information redacted.
8. Pursuant to Section 6.6 of the Settlement Agreement, the Court maintains the discretionary right to review any Appeal determination and upon reviewing such determination, the Court shall treat the Appeal determination as if it were a recommendation by a Magistrate Judge.

EXHIBIT 26

**Important Information About the Attached Full and Final Release,
Settlement, and Covenant Not to Sue**

All claimants have the right to consult with an attorney of their own choosing prior to accepting any settlement payment or signing a release of legal rights. If you are represented by an attorney in connection with your claim, confer with your attorney before signing this document.

The attached Full and Final Release, Settlement, and Covenant Not to Sue (“Individual Release”) is a binding legal document. By signing this document, you are forever waiving and releasing all claims that you may have against BP or any other party in connection with the Deepwater Horizon Incident (as defined in the Individual Release) except for Expressly Reserved Claims (as defined in the Individual Release).

By signing the attached Individual Release, you are forever giving up and discharging any rights that you may have for any costs, damages, causes of actions, claims, or other relief related to or arising from the Deepwater Horizon Incident except for Expressly Reserved Claims even if you are not currently aware of such costs or damages and even if such costs or damages arise in the future (i.e., additional oil impacts) or do not manifest themselves until the future.

By signing the attached Individual Release, you acknowledge that you have read and understand the terms of the Individual Release, and that you execute the Individual Release voluntarily and without being pressured or influenced by, and without relying upon, any statement or representation made by any person acting on behalf of BP or any other released party.

The settlement payment you have been offered arises under the auspices of the federal District Court in New Orleans presiding over the multidistrict litigation titled *In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010* (MDL No. 2179). A class action settlement has been proposed in that case, but the Court has not yet given final approval of that proposed settlement. If the Court does approve the proposed class action settlement, an appellate court could reverse the approval. In addition, it is possible that the terms of the proposed settlement may change in the future—for better or for worse—as a result of further legal proceedings. However, if you sign this Individual Release, none of those uncertain future events will affect you. **By signing this Individual Release you are forever waiving and releasing all claims that you may have against BP (except for Expressly Reserved Claims) in exchange for the compensation being provided.** In fact, even if the Court does not approve the proposed class action settlement agreement or the approval is reversed by an appellate court, you shall continue to be bound by this Individual Release.

For a Business Claimant, if the business is a sole proprietorship and you are the owner and you are married, or if the business is jointly owned by you and your spouse, both you and your spouse must sign the Individual Release. For an Individual Claimant, if you are married, both you and your spouse must sign the Individual Release. You and your spouse should not sign the Individual Release unless you both intend to release and give up all of your claims.

By signing below, you acknowledge that you have read and understand the information above. You elect to accept the payment as a final settlement of all claims against any party in connection with the Deepwater Horizon Incident except for Expressly Reserved Claims. You consent to the use and disclosure by the Claims Administrator and those assisting the Claims Administrator of any information that the Claims Administrator believes necessary and/or helpful to process your claim for compensation and payment and to any legitimate business purposes associated with administering the settlement facility. Finally, you consent to the Claims Administrator providing documentation and information to Lead Class Counsel, BP, and the Court as provided for in the Settlement Agreement.

ACKNOWLEDGMENT

I/We acknowledge that I/we have read and understand the information above. I/We consent to the claimant's election to accept the payment as a final settlement of all claims of claimant against any party in connection with the Deepwater Horizon Incident except for Expressly Reserved Claims.

Signature of Claimant

Date

Signature of Claimant's Spouse

Date

FULL AND FINAL RELEASE, SETTLEMENT, AND COVENANT NOT TO SUE

1. **Definitions:** For purposes of this **Individual Release**, the following definitions shall apply, and in the case of defined nouns, the singular shall include the plural and vice versa:

(a) **“Affiliate”** means with respect to any **Natural Person** or **Entity**, any other **Natural Person** or **Entity** that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such **Natural Person** or **Entity**.

(b) **“Assigned Claims”** means the claims defined in Exhibit 21 to the **Settlement Agreement**.

(c) **“Bodily Injury Claims”** means claims and damages, including lost wages, for or resulting from personal injury, latent injury, future injury, progression of existing injury, damage, disease, death, fear of disease or injury or death, mental or physical pain or suffering, or emotional or mental harm, anguish or loss of enjoyment of life, including any claim for mental health injury, arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**.

(d) **“BP”** means BP Exploration & Production Inc., BP America Production Company, BP America Inc., BP Company North America Inc., BP Corporation North America Inc., BP Corporation North America Inc. Savings Plan Investment Oversight Committee, BP Energy Company, BP Exploration (Alaska) Inc., BP Global Special Products (America) Inc., BP Holdings North America Limited, BP p.l.c., BP Products North America Inc., and each of their respective direct or indirect parents, subsidiaries and subsidiary undertakings (as those terms are defined in the U.K. Companies Act 2006), **Affiliates**, divisions, and business units.

(e) **“Claim”** means any demand or request for compensation (other than **Bodily Injury Claims** or **Expressly Reserved Claims**), together with any properly completed forms and accompanying required documentation, submitted by a **Claimant** to the **Settlement Program**.

(f) **“Claimant”** means any **Natural Person** or **Entity** that submits a **Claim** to the **Settlement Program** seeking compensation as a member of the **Economic Class**.

(g) **“Coastal Real Property”** means property in the **Coastal Real Property Claim Zone**.

(h) **“Coastal Real Property Claim Framework”** means that process described in the document captioned Coastal Real Property Claim Frameworks, attached as Exhibit 11A to the **Settlement Agreement**.

(i) **“Coastal Real Property Claim Zone”** means the areas identified on the Coastal Real Property Compensation Zone Map included with the **Coastal Real Property Claim Framework**.

(j) **“Coastal Real Property Damage”** means a loss to **Real Property** claimed to have been suffered by a **Coastal Real Property** owner or lessee in the **Coastal Real Property Claim Zone** allegedly arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident** that is separate from **Seafood Compensation Program**, **Economic Damage**, **Real Property Sales Damage**, **Wetlands Real Property Damage**, **VoO Charter Payment**, **Vessel Physical Damage** and **Subsistence Damage**, and is more fully described in Exhibit 11A to the **Settlement Agreement**.

(k) “**Compensatory Damages**” means any and all forms of damages, known or unknown, intended to or having the effect of satisfying, compensating, or reimbursing **Claimant**’s claims for actual economic or pecuniary costs, expenses, damages, liability, or other losses or injuries arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**, regardless of what such damages are designated, called or labeled. **Compensatory Damages** do not include and may not be interpreted to have any overlap with punitive, exemplary, multiple, or non-compensatory damages. **Bodily Injury Claims** (including wrongful death) are not included in **Compensatory Damages**. Claims of **BP** shareholders in any derivative or direct action solely in their capacity as **BP** shareholders are not included in **Compensatory Damages**. **BP** and **Claimant** acknowledge and agree that the term **Compensatory Damages** as defined and used herein does not limit the amounts to be used for the calculation of punitive or other non-compensatory damages in any current or future litigation pursued by **Claimant**. Nothing herein shall be deemed to limit **Claimant**’s rights to pursue Moratoria Losses or other claims expressly reserved against **BP** under Section 3 of the **Settlement Agreement**.

(l) “**Damages**” means all forms of damages defined as broadly as possible without exception, including losses, costs, expenses, taxes, requests, royalties, rents, fees, profits, profit shares, earning capacity, loss of subsistence, damages to real or personal property, diminution in property value, punitive damages, exemplary damages, multiple damages, non-compensatory damages, **Compensatory Damages**, economic damages, injuries, liens, remedies, debts, claims, causes of action, or liabilities.

(m) “**Deepwater Horizon Economic Litigation**” means all **Claims** brought by **Claimant** or any **Economic Class Member** for damage covered by the **Seafood Compensation Program**, **Coastal Real Property Damage**, **Economic Damage**, **Real Property Sales Damage**, **Subsistence Damage**, **VoO Charter Payment**, **Vessel Physical Damage** or **Wetlands Real Property Damage** allegedly arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**, in the **MDL Action**.

(n) “**Deepwater Horizon Incident**” means the events, actions, inactions and omissions leading up to and including (i) the blowout of the **MC252 Well**, (ii) the explosions and fire on board the *Deepwater Horizon* on or about April 20, 2010, (iii) the sinking of the *Deepwater Horizon* on or about April 22, 2010, (iv) the release of oil, other hydrocarbons and other substances from the **MC252 Well** and/or the *Deepwater Horizon* and its appurtenances, (v) the efforts to contain the **MC252 Well**, (vi) **Response Activities**, including the **VoO Program**; (vii) the operation of the **GCCF**; and (viii) **BP** public statements relating to all of the foregoing.

(o) “**DHOST**” means the Deepwater Horizon Oil Spill Trust, which is the irrevocable common law trust established under Delaware law in accordance with the trust agreement titled “Deepwater Horizon Oil Spill Trust” dated August 6, 2010, and entered into among BP Exploration & Production Inc.; John S. Martin, Jr. and Kent D. Syverud, as individual trustees; and Citigroup Trust-Delaware, N.A., as corporate trustee.

(p) “**Economic Class**” means the Economic and Property Damages Settlement Class.

(q) “**Economic Damage**” means loss of profits, income, and/or earnings arising in the **Gulf Coast Areas** or **Specified Gulf Waters** allegedly arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**; provided, however, that **Economic Damage** does not include (1) loss of profits or earnings, or damages for injury relating to **Real Property** or personal property that constitutes any part of the **Seafood Compensation Program**, **Coastal Real Property Damage**, **Real Property Sales Damage**, **Wetlands Real Property Damage**, **Vessel**

Physical Damage, or (2) **VoO Charter Payment**, or (3) damages for loss of **Subsistence** use of natural resources, which constitutes **Subsistence Damage**.

(r) **“Entity”** means an organization or entity, other than a **Governmental Organization**, operating or having operated for profit or not-for-profit, including a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture or an unincorporated association of any kind or description.

(s) **“Expressly Reserved Claims”** means the following **Claims** that are not recognized or released under this **Individual Release**, and are reserved to **Claimant**: (1) **Bodily Injury Claims**; (2) claims of **BP** shareholders in any derivative or direct action solely in their capacity as **BP** shareholders; (3) claims of **Natural Persons** and **Entities** for **Moratoria Losses**; (4) claims relating to menhaden (or “pogy”) fishing, processing, selling, catching, or harvesting; and (5) claims for **Economic Damage** suffered by **Entities** or employees (to the extent they allege **Economic Damage** based on their employment by such an **Entity** during the **Class Period**) in the Banking, Gaming, Financial, Insurance, Oil and Gas, Real Estate Development, and Defense Contractor Industries, and entities selling or marketing BP-branded fuel, including jobbers and branded retailers, as defined in the **Settlement Agreement**; and (6) claims for punitive or exemplary damages against **Halliburton** and **Transocean** subject to the provisions of Section 11 of the **Settlement Agreement**; and (7) the rights of the **Claimant** to recover additional benefits from the **Economic Class** secured by virtue of the efforts of the **Economic Class** to pursue **Assigned Claims**, again subject to the provisions of Section 11 of the **Settlement Agreement**.

(t) **“Finfish”** means fish other than shellfish and octopuses.

(u) **“Game”** includes nutria, mink, otters, raccoons, muskrats, alligators, and other wildlife.

(v) **“GCCF”** means the Gulf Coast Claims Facility.

(w) **“Governmental Organization”** means: (a) the government of the United States of America, (b) any state or local government, (c) any agency, branch, commission, department, or unit of the government of the United States of America or of any state or local government, or (d) any **Affiliate** of, or any business or organization of any type that is owned in whole or in part to the extent of at least 51% by the government of the United States of America or any state or local government, or any of their agencies, branches, commissions, departments, or units.

(x) **“Gulf Coast Areas”** means the States of Louisiana, Mississippi, and Alabama; the counties of Chambers, Galveston, Jefferson and Orange in the State of Texas; and the counties of Bay, Calhoun, Charlotte, Citrus, Collier, Dixie, Escambia, Franklin, Gadsden, Gulf, Hernando, Hillsborough, Holmes, Jackson, Jefferson, Lee, Leon, Levy, Liberty, Manatee, Monroe, Okaloosa, Pasco, Pinellas, Santa Rosa, Sarasota, Taylor, Wakulla, Walton and Washington in the State of Florida, including all adjacent Gulf waters, bays, estuaries, straits, and other tidal or brackish waters within the States of Louisiana, Mississippi, Alabama or those described counties of Texas or Florida.

(y) **“Halliburton”** means Halliburton Energy Services, Inc. and all and any of its **Affiliates**, other than any **Natural Person** or **Entity** that is also an **Affiliate** of any of the **Released Parties** as of April 16, 2012.

(z) **“Halliburton Parties”** shall mean **Halliburton** (including all persons, entities, subsidiaries, divisions and business units comprised thereby); each of **Halliburton’s** respective past,

present and future directors, officers, employees, general or limited partners, members, joint venturers, and shareholders, and the past, present and future spouses, heirs, beneficiaries, estates, executors, administrators, personal representatives, attorneys, agents, trustees, insurers, reinsurers, predecessors, successors, indemnitees, assigns, **Affiliates**; any natural, legal or juridical person or entity acting on behalf of or having liability in respect of **Halliburton**, in their respective capacities as such; and the federal Oil Spill Liability Trust Fund and any state or local fund, and each of their respective **Affiliates** including their officers, directors, shareholders, employees, and agents.

(aa) **“Incompetent Claimant”** means a **Natural Person** who lacks the capacity to enter into a contract on his or her behalf at the time this **Individual Release** is executed, in accordance with the state laws of that person’s domicile as applied to adult capacity issues, whether through power of attorney agency documents, guardianship, conservatorship, tutorship, or otherwise.

(bb) **“Individual Release”** means this Full and Final Release, Settlement, and Covenant Not to Sue.

(cc) **“MC252 Well”** means the exploratory well named “Macondo” that was being drilled by the Transocean *Marianas* and *Deepwater Horizon* rigs in Mississippi Canyon, Block 252 on the outer continental shelf in the Gulf of Mexico, approximately 130 miles southeast of New Orleans, Louisiana.

(dd) **“MDL Action”** means the federal multidistrict litigation pending before the United States District Court for the Eastern District of Louisiana, titled, *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico*, on April 20, 2010 (MDL No. 2179).

(ee) **“Minor Claimant”** means a **Natural Person** whose age is below that of the majority rule for the State in which the minor resides at the time this **Individual Release** is executed.

(ff) **“Moratoria Loss”** means any loss whatsoever caused by or resulting from federal regulatory action or inaction directed at offshore oil industry activity — including shallow water and deepwater activity — that occurred after May 28, 2010, including the federal moratoria on offshore permitting and drilling activities imposed on May 28, 2010 and July 12, 2010 and new or revised safety rules, regulations, inspections, or permitting practices.

(gg) **“Natural Person”** means a human being, and includes the estate of a human being who died on or after April 20, 2010. For purposes of this **Individual Release**, a **Natural Person** that is the estate of a human being who died on or after April 20, 2010, a **Minor Claimant** or **Incompetent Claimant**, shall be deemed to act through his, her or its Representative.

(hh) **“OPA”** means the Oil Pollution Act of 1990, 33 U.S.C. § 2701, *et seq.*

(ii) **“Other Party”** means every person, entity, or party other than the **Released Parties**.

(jj) **“Other Released Parties”** means **Released Parties** other than **BP**.

(kk) **“Real Property”** means land, including improvements thereon, and property of any nature appurtenant or affixed thereto.

(ll) **“Real Property Sales Compensation Zone”** shall be defined as **Residential Parcels** identified in the **Real Property Compensation Zone Map**.

(mm) “**Real Property Compensation Zone Map**” means the map(s) attached as Exhibit 13B to the **Settlement Agreement**.

(nn) “**Real Property Sales Damage**” means damages for realized damage on the sale of **Residential Parcels** arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**.

(oo) “**Released Claims**” means all claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**, including any and all actions, claims, costs, expenses, taxes, rents, fees, profit shares, liens, remedies, debts, demands, liabilities, obligations, or promises of any kind or nature whatsoever, in both law or in equity, past or present, whether known or unknown, including claims for any and all **Unknown Claims** or damages, future injuries, damages or losses not currently known, but which may later develop, provided they arise out of, are due to, result from, or relate in any way to, directly or indirectly, the **Deepwater Horizon Incident**, and regardless of the legal or equitable theory, arising under any source of law whether international, federal, state, or local, and regardless of whether pursuant to statutory law, codal law, adjudication, quasi-adjudication, regulation, or ordinance, including common law, maritime or admiralty, statutory and non-statutory attorneys’ fees, breach of contract, breach of any covenant of good faith and/or fair dealing, fraud, misrepresentation, fraudulent concealment, deception, consumer fraud, antitrust, defamation, tortious interference with contract or business expectations, loss of business expectations or opportunities, loss of employment or earning capacity, diminution of property value, violation of the federal Racketeer Influenced and Corrupt Organizations Act or any similar state law, violations of any consumer protection act, punitive damages, exemplary damages, multiple damages, non-compensatory damages, **Compensatory Damages**, pain and suffering, interest, injunctive relief, declaratory judgment, costs, deceptive practices, unfair business practices, regulation, strict liability, negligence, gross negligence, willful misconduct, nuisance, trespass, fraudulent concealment, statutory violations, including **OPA** or other statutory claims, unfair business practices, breach of fiduciary duty, and all other theories whether existing now or arising in the future, arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**. **Released Claims** shall not include **Expressly Reserved Claims**.

(pp) “**Released Parties**,” for purposes of the **Released Claims**, means (i) **BP** (including all persons, entities, subsidiaries, divisions and business units comprised thereby), together with (ii) **DHOST**; (iii) the persons, entities, divisions, and business units listed on Attachment A; (iv) each of **BP**’s and the **Other Released Parties**’ respective past, present and future directors, officers, employees, general or limited partners, members, joint venturers, and shareholders, and their past, present and future spouses, heirs, beneficiaries, estates, executors, administrators, personal representatives, attorneys, agents, trustees, insurers, reinsurers, predecessors, successors, indemnitees, assigns; (v) any natural, legal or juridical person or **Entity** acting on behalf of or having liability in respect of **BP** or the **Other Released Parties**, in their respective capacities as such; and (vi) the federal Oil Spill Liability Trust Fund and any state or local fund, and, as to i-vi above, each of their respective **Affiliates** including their **Affiliates**’ officers, directors, shareholders, employees, and agents. **Released Parties** will also include any vessels owned or chartered by any **Released Party** (except for the *Deepwater Horizon* itself). Notwithstanding anything herein to the contrary, in no event shall any of the following be deemed to be a **Released Party**: **Transocean** or **Halliburton**. **Claimant** specifically reserves its rights for punitive and exemplary damages against **Transocean** and **Halliburton** subject to the provisions of Paragraph 11 of the **Settlement Agreement**. Furthermore, nothing herein shall impair the rights of the **Claimant** to recover additional benefits from the **Economic Class** secured by virtue of the efforts of the **Economic Class** to pursue **Assigned Claims**, again subject to the provisions of Paragraph 11 of the **Settlement Agreement**.

(qq) “**Residential Parcels**” means those parcels within the **Real Property Sales Compensation Zone** for which the county where the parcel is located has designated the parcel as a residential classification.

(rr) “**Response Activities**” means the clean up, remediation efforts, and all other responsive actions (including the use and handling of dispersants) relating to the releases of oil, other hydrocarbons and other pollutants from the MC252 Well and/or the *Deepwater Horizon* and its appurtenances and the **Deepwater Horizon Incident**.

(ss) “**Seafood**” means fish and shellfish, including shrimp, oysters, crab, and **Finfish**, caught in the **Specified Gulf Waters**. **Seafood** shall exclude menhaden.

(tt) “**Seafood Compensation Program**” means the program defined in Section 5.2 of the **Settlement Agreement**.

(uu) “**Settlement Agreement**” means the Economic and Property Damages Settlement Agreement.

(vv) “**Settlement Program**” means the *Deepwater Horizon* Court Supervised Settlement Program created pursuant to the **Settlement Agreement**.

(ww) “**Specified Gulf Waters**” means the U.S. waters of the Gulf of Mexico and all adjacent bays, estuaries, straits, and other tidal or brackish waters within the Gulf Coast Areas, as specifically shown and described in Exhibit 23 to the **Settlement Agreement**.

(xx) “**Subsistence**” means fishing or hunting to harvest, catch, barter, consume or trade Gulf of Mexico natural resources (including **Seafood** and **Game**), in a traditional or customary manner, to sustain basic personal or family dietary, economic security, shelter, tool, or clothing needs.

(yy) “**Subsistence Damage**” means a loss of value of **Subsistence** use of natural resources alleged to arise out of, result from or relate in any way to, directly or indirectly, the **Deepwater Horizon Incident**.

(zz) “**Transocean**” means Transocean Ltd., Transocean, Inc., Transocean Offshore Deepwater Drilling Inc., Transocean Deepwater Inc., Transocean Holdings LLC, and Triton Asset Leasing GmbH and all and any of their **Affiliates**, other than any **Natural Person** or **Entity** that is also an **Affiliate** of any of the **Released Parties**.

(aaa) “**Transocean Parties**” means **Transocean** (including all persons, entities, subsidiaries, divisions and business units comprised thereby); each of **Transocean**’s respective past, present and future directors, officers, employees, general or limited partners, members, joint venturers, and shareholders, and the past, present and future spouses, heirs, beneficiaries, estates, executors, administrators, personal representatives, attorneys, agents, trustees, insurers, reinsurers, predecessors, successors, indemnitees, assigns, **Affiliates**; any natural, legal or juridical person or entity acting on behalf of or having liability in respect of **Transocean**, in their respective capacities as such; and the federal Oil Spill Liability Trust Fund and any state or local fund, and each of their respective **Affiliates** including their officers, directors, shareholders, employees, and agents.

(bbb) “**Unknown Claims**” and damages or not currently known claims and damages (whether or not capitalized) means all past, present, and future claims and damages arising out of facts, including new facts or facts found hereafter to be other than or different from the facts now believed

to be true, arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident** covered by this **Individual Release** that **Claimant** does not, in whole or in part, know or suspect to exist and which, if known by them, might have affected their decision to provide such **Individual Release**, including all claims arising out of new facts or facts found hereafter to be other than or different from the facts now believed to be true.

(ccc) “**Vessel Physical Damage**” means physical damage that was sustained by an eligible **Claimant**’s eligible vessel due to or resulting from the **Deepwater Horizon Incident** or the Deepwater Horizon Incident response cleanup operations, including the **VoO Program**, that were consistent with the National Contingency Plan or specifically ordered by the Federal On-Scene Coordinator or delegates thereof.

(ddd) “**VoO Charter Payment**” means a loss alleged by a **VoO Charter Payment Claimant** for any payment or compensation related to participation in the **VoO Program** that satisfies the requirements set forth in Section 5.5 of the **Settlement Agreement**.

(eee) “**VoO Charter Payment Claimant**” means an **Economic Class Member** claiming to have suffered a **VoO Charter Payment** loss.

(fff) “**VoO Master Vessel Charter Agreement**” means the standard agreements utilized by **BP** and its agents or subcontractors to charter the vessels available for work or service in connection with the **VoO Program**.

(ggg) “**VoO Program**” means the program through which vessel owners performed work for **BP** or **BP**’s authorized agents pursuant to the terms of the **VoO Master Vessel Charter Agreement**.

(hhh) “**Wetlands Real Property Claim Framework**” means the rules described in the document captioned Wetlands Real Property Claim Frameworks, attached the **Settlement Agreement** as Exhibits 12A-12B.

(iii) “**Wetlands Real Property Claimant**” means an **Economic Class Member** claiming to have suffered **Wetlands Real Property Damage**.

(jjj) “**Wetlands Real Property Damage**” means a loss alleged by a **Wetlands Real Property Claimant** that satisfies the requirements set forth in the **Wetlands Real Property Claim Framework**.

2. **Release.** In consideration of payment in the amount of insert \$, previous payments for **Claims** referenced and released herein, and the right to receive additional Settlement Payment(s) for any additional Claims, if any, pursuant to the terms of Section 4.4.8 of the Settlement Agreement, which **Claimant** accepts as sufficient and adequate consideration for any and all **Released Claims, Claimant**, on behalf of **Claimant** and **Claimant**’s heirs, beneficiaries, estates, executors, administrators, personal representatives, agents, trustees, insurers, reinsurers, subsidiaries, corporate parents, predecessors, successors, indemnitors, subrogees, assigns, and any natural, legal or juridical person or entity entitled to assert any claim on behalf of or in respect of any **Claimant**, hereby releases and forever discharges with prejudice, and covenants not to sue, the **Released Parties** for any and all **Released Claims**; provided however that this **Individual Release** does not apply to, and the term **Released Claims** does not include, **Expressly Reserved Claims**. In the event a **Released Party** is sold or otherwise transferred to or purchases or otherwise acquires, or enters into a partnership or joint venture with, a **Natural Person** or **Entity** that is not otherwise a **Released Party** immediately prior to giving effect to such transaction, then

the non-Released Party shall as a result of such transaction obtain a benefit under this **Individual Release** only with respect to any liability of the **Released Party** that it, or any such partnership or joint venture, has acquired or assumed or otherwise become liable for, and not in its own right.

3. **Release Is Comprehensive.** **Claimant** agrees and acknowledges that the consideration granted in Paragraph 2 above constitutes full, complete, and total satisfaction of all of the **Released Claims** against the **Released Parties**. In addition, **Claimant** agrees and acknowledges that the consideration granted in Paragraph 2 above also constitutes full, complete, and total satisfaction of all of **Claimant's Compensatory Damage Claims** against the **Transocean Parties** and the **Halliburton Parties**.

4. **Non-General Release.** **Claimant** expressly waives and releases with prejudice, and shall be deemed to have waived and released with prejudice, any and all rights that it may have under any law, codal law, statute, regulation, adjudication, quasi-adjudication, decision, administrative decision, or common law principle that would otherwise limit the effect of the **Individual Release** to those claims or matters actually known or suspected to exist at the time of execution of the **Individual Release**. California law is not applicable to this **Individual Release**, but purely for illustrative purposes the **Released Claims** include, but are not limited to the release of claims provided for in Section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5. **Contribution, Subrogation, Indemnity.** This **Individual Release** is not intended to prevent **BP** from exercising its rights of contribution, subrogation, or indemnity under **OPA** or any other law, including its rights of assignment regarding **Assigned Claims** as set forth in Exhibit 21 to the **Settlement Agreement**. **BP** is hereby subrogated to any and all rights that the **Economic Class Members**, or any of them, may have had or have arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident** under **OPA**. All such rights of **BP** to contribution, indemnity, and subrogation, and **BP's** subrogation to the rights of **Economic Class Members**, are subject to the provisions regarding **Assigned Claims** in Exhibit 21 to the **Settlement Agreement**.

6. **Consideration.** **Claimant** agrees that this **Individual Release** is entered into in consideration of the agreements, promises, and mutual covenants set forth in this **Individual Release** and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged.

7. **No Further Action.** **Claimant** agrees not to file federal or state judicial or administrative proceedings concerning cleanup, removal, spill response or remediation of **Coastal Real Property Damages** and **Wetlands Real Property Damages**, or the underlying **Real Property**, as a means to seek the redress of **Released Claims**.

8. **Dismissal of All Claims.**

(a) In consideration of the benefits provided under this **Individual Release**, all **Released Claims** by or on behalf of **Claimant** against any and all **Released Parties** shall be dismissed with prejudice in any lawsuit in which the **Claimant** is a party.

(b) This **Individual Release** shall be the exclusive remedy for any and all **Released Claims** by or on behalf of **Claimant** against any and all **Released Parties**, and **Claimant** shall

not recover, directly or indirectly, any sums from any **Released Parties** for any **Released Claims** other than those received for the **Released Claims** under the terms of this **Individual Release**.

(c) **Claimant** agrees that **Claimant**, and all other **Natural Persons** and **Entities** claiming by, through, or on behalf of **Claimant** will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any judicial, arbitral, or regulatory action against the **Released Parties** with respect to the **Released Claims**.

(d) If **Claimant** commences, files, initiates, or institutes any new action or other proceeding for any **Released Claims** against the **Released Parties** in any federal or state court, arbitration tribunal, or administrative or other forum, such action or other proceeding shall be dismissed with prejudice and at **Claimant's** cost; provided, however, before any costs may be assessed, counsel for such **Claimant**, or, if not represented, such **Claimant** shall be given reasonable notice and an opportunity voluntarily to dismiss such new action or proceeding with prejudice. Furthermore, if **Claimant** brings any legal action before any Court, arbitration panel, regulatory agency, or other tribunal to enforce its rights under this **Individual Release**, such **Released Party** shall be entitled to recover any and all related costs and expenses (including attorneys' fees) from any **Claimant** in violation or breach of its obligations under this **Individual Release**.

9. **No Admission of Liability or Wrongdoing by BP.** The Paragraph 2 payment to **Claimant** is made without any admission of liability or wrongdoing by **BP** or any other **Released Party** and is made purely by way of compromise and settlement.

10. **Claimant Warranty.** **Claimant** represents and warrants that **Claimant** or **Claimant's** undersigned representative in the case of a business entity has authority to execute this **Individual Release** on behalf of **Claimant**.

11. **Additional Protections for Released Parties.** **Claimant** promises, agrees, acknowledges, represents, warrants, and covenants as follows:

(a) **No Assignment of Claims.** **Claimant** shall not assign or reassign, or attempt to assign or reassign, to any person or entity other than **BP** any rights or claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**. Any such assignment or reassignment, or attempt to assign or reassign, to any **Natural Person** or **Entity** other than **BP** any rights or claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident** shall be void, invalid, and of no force and effect.

(b) **No Recovery of Additional Compensatory Damages.** **Claimant** shall not accept or attempt to recover, through insurance, reinsurance, indemnification, contribution, subrogation, litigation, settlement, or otherwise, any **Compensatory Damages** from the **Transocean Parties** and/or the **Halliburton Parties**. Nothing in this Paragraph 11(b) shall impair or impact **Claimant's** rights to pursue **Transocean** and **Halliburton** for exemplary and punitive damages individually or through the **Economic Class**.

(c) **Non-Execution and Non-Collection for Compensatory Damages.** In the event that **Claimant** is or becomes the beneficiary of any judgment, decision, award, or settlement arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**, **Claimant** shall not accept, execute on, attempt to collect, or otherwise seek recovery of any **Compensatory Damages** from the **Transocean Parties** and/or

the **Halliburton Parties**. Nothing in this Paragraph 11(c) shall impair or impact **Claimant's** rights to pursue **Transocean** and **Halliburton** for exemplary and punitive damages individually or through the Economic Class.

(d) **Conditional Collection of Damages.** In the event that **Claimant** is or becomes the beneficiary of any judgment, decision, award, or settlement arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**, including from **Assigned Claims** and/or **Expressly Reserved Claims**, **Claimant** shall not accept, execute on, attempt to collect, or otherwise seek recovery of any **Damages**, to the extent that any **Other Party** is seeking or may seek to recover such **Damages** from any **Released Party**, whether through indemnity, contribution, subrogation, assignment, or any other theory of recovery, by contract, pursuant to applicable law or regulation, or otherwise, directly or indirectly. **Claimant** may, however, accept, execute on, attempt to collect, or otherwise seek recovery of **Damages** if and when a court or tribunal of competent jurisdiction has finally determined that **Other Parties** cannot recover such **Damages**, whether through indemnity, contribution, subrogation, assignment or any other theory of recovery, by contract, pursuant to applicable law or regulation, or otherwise, directly or indirectly, from any **Released Party**. For purposes of this Paragraph 11(d), "finally determined" shall mean the conclusion of any applicable appeals or other rights to seek review by certiorari or otherwise, or the lapse of any and all such rights, or the lapse of any and all applicable limitations or repose periods.

(e) **Conditions on Future Settlements.** **Claimant** may settle or compromise any rights, demands, or claims with the **Transocean Parties**, the **Halliburton Parties**, and/or any **Other Parties** arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident** if but only if the **Transocean Parties**, the **Halliburton Parties**, and/or such **Other Party**, as the case may be, agrees as part of that settlement or compromise to a full and final release of, dismissal of, and covenant not to sue for any and all rights to recover, directly or indirectly, from the **Released Parties** (whether through indemnity, contribution, subrogation, assignment or any other theory of recovery, by contract, pursuant to applicable law or regulation, or otherwise) for any **Damages** or other relief or consideration provided under or relating to such settlement or compromise (whether the settlement is of a class, of individual claims, or otherwise), including from **Expressly Reserved Claims**, and further represents and warrants that it has not assigned and will not assign any rights to recover for such **Damages** or other relief or consideration (whether through indemnity, contribution, subrogation, or otherwise). As part of this commitment and without limitation, **Claimant** shall not to settle or compromise with the **Transocean Parties**, the **Halliburton Parties**, and/or any **Other Parties** on terms that might allow any insurers, reinsurers, or indemnitors thereof to claim against any **Released Parties** for indemnification, subrogation, contribution, assignment or under any other theory of recovery. **Claimant** agrees that, before any such settlement or compromise is executed, **BP** shall have the right to approve language in any such settlement or compromise memorializing the representation and warranty set forth in this Paragraph 11(e), which approval shall not be unreasonably withheld.

(f) **Indemnity to Released Parties.** Notwithstanding any provision in this **Individual Release** to the contrary, if any **Other Party** recovers or seeks to recover from any **Released Party** (under any theory of recovery, including indemnity, contribution, or subrogation, and including from **Assigned Claims** and/or **Expressly Reserved Claims**) any **Damages** either (a) paid to **Claimant**, or (b) by, through, under, or on account of **Claimant**; then **Claimant** shall indemnify (not defend) the **Released Parties**, but only to the extent of the consideration received in Paragraph 2 above (by way of example, if **Claimant** has received \$100.00 pursuant to Paragraph 2 above, its indemnity obligation would be capped at this amount). This indemnity

obligation owed by **Claimant** includes any and all claims made or other actions taken by that **Claimant** taken in breach of this **Individual Release**.

(g) **Notice Regarding Indemnity.** **Claimant** expressly acknowledges that, to the fullest extent allowed by law, the indemnity obligations contained in Paragraph 11(f) above apply to claims against **Released Parties** predicated on negligence, gross negligence, willful misconduct, strict liability, intentional torts, liability based on contractual indemnity, and any and all other theories of liability, and any and all awards of attorneys' fees or other costs or expenses. **Claimant** acknowledges that this indemnity is for conduct occurring before the date of this **Individual Release** and therefore is not affected by public policies or other law prohibiting agreements to indemnify in advance of certain conduct. **CLAIMANT ACKNOWLEDGES THAT THIS PARAGRAPH 11(g) COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS PARAGRAPH 11(g) IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.**

12. **Claimant Signature Requirements.** **Claimant** must personally sign the **Individual Release**, rather than through an attorney or otherwise. An electronic signature is insufficient. In addition to signing and accepting the overall **Individual Release** immediately below, **Claimant** agrees to separately sign and vouch for the accuracy of the certifications contained in Attachment "B."

13. **Spouse's Signature.** If the **Claimant** has a living spouse, the **Claimant's** spouse must also personally sign below. An electronic signature is insufficient. The **Claimant** and his or her spouse should not sign the **Individual Release** unless they both intend to release all **Released Claims**.

14. **Choice of Law.** Notwithstanding the law applicable to the underlying claims, which is a disputed issue not resolved by this **Individual Release**, this **Individual Release** and all questions with respect to the construction and enforcement thereof and the rights and liabilities hereto shall be interpreted in accord with General Maritime Law, as well as in a manner intended to comply with **OPA**.

15. **Superseding Nature of Agreement.** This **Individual Release** constitutes the final, complete, and exclusive agreement and understanding between **BP** and **Claimant** and supersedes any and all other agreements, written or oral, between **BP** and **Claimant** with respect to such subject matter of this **Individual Release** in settlement of **Claims** arising out of or related to the **Deepwater Horizon Incident**.

16. **Continuing Effectiveness of Agreement.** This **Individual Release** shall remain effective regardless of any appeals or court decisions relating in any way to the liability of the **Released Parties** in any current or future litigation. **This Individual Release shall also remain effective regardless of whether the Settlement Agreement resolving the Claims of the Economic Class is approved.**

17. **Choice of Federal Forum and Waiver of State Forums.** Any and all disputes, cases, or controversies concerning this **Individual Release**, including without limitation disputes concerning the interpretation or enforceability of this **Individual Release**, shall be filed only in the United States District Court for the Eastern District of Louisiana, accompanied by a legal request made on behalf of any complainant party (whether one of the **Released Parties** or the **Claimant**) for such dispute to be made part of the **MDL Action** if the **MDL Action** has not yet been terminated. No actions to enforce this **Individual Release** shall be filed in any state court, arbitration tribunal, or administrative agency and **Claimant** represents and warrants that it shall not file such an action in any state court, arbitration tribunal, or administrative agency. **Claimant** agrees not to contest the existence of federal jurisdiction in the **MDL Action** or the United States District Court for the Eastern District of Louisiana.

18. **Reservation of Rights.** Notwithstanding the above and foregoing **Individual Release**, **Claimant** hereby reserves: (i) the right to additional settlement payments for any additional **Claims**, if any, pursuant to the terms of Section 4.4.8 of the **Settlement Agreement**; (ii) any and all rights or claims to which **Claimant** may be entitled for additional distributions from and funds held in reserve or trust (including, but not limited to, the **Seafood Compensation Program**, **Assigned Claims** and/or Transocean Personnel Insurance Proceeds) according to the terms of the **Settlement Agreement**; and (iii) **Expressly Reserved Claims**.

19. **Claimant's Responsibility for Attorneys' Fees.** To the extent that **Claimant** has retained or engaged a private attorney to represent him or her or it in connection with the **Deepwater Horizon Incident**, **Claimant** acknowledges and agrees that he or she or it, and not the **BP Parties**, is solely responsible for any attorneys' fees or costs owed to such attorney by the **Claimant**.

Claimant's Name

**Claimant's Signature &
 Title, if Business Entity Claimant**

Date

Claimant's Spouse's Name

**Claimant's Spouse's Signature,
 if applicable**

Date

Attachment “A” Listing Released Parties

Abdon Callais Offshore, Inc.
Admiral Robert J Papp Jr.
Admiral Thad Allen
Admiral Towing, LLC
Aerotek, Inc.
Airborne Support, Inc.
Airborne Support International, Inc.
Alford Safety Services Inc.
Alford Services Inc.
Ameri-Force, Inc.
Ameri-Force Craft Services, Inc.
American Pollution Control Corporation
Anadarko Petroleum Company
Anadarko Petroleum Corporation
Anadarko E&P Company LP
Apex Environmental Services, LLC
Art Catering, Inc.
Ashland Services, LLC
B&B Environmental Services, Inc.
Belle Chasse Marine Transportation, Inc.
BJ Services Company, USA
Blue Marlin Services of Acadiana, LLC
Bobby Lynn's Marina, Inc.
BP America Inc.
BP America Production Company
BP Company North America Inc.
BP Corporation North America Inc.
BP Energy Company
BP Exploration (Alaska) Inc.
BP Global Special Products (Americas) Inc.
BP Holdings North America Limited
BP Exploration & Production Inc.
BP p.l.c.
BP Products North America Inc.
BP International Ltd.
BP Corporation North America Inc. Savings Plan Investment Oversight Committee
Brett Coteles
Brian Morel
Cabildo Services, LLC
Cabildo Staffing, LLC
Cahaba Disaster Recovery LLC
Cal Dive International, Inc.
Cameron Corporation
Cameron International Corporation
Cameron International Corporation f/k/a Cooper Cameron Corporation
Cameron International Corporation d/b/a/ Cameron Systems Corporation
Center for Toxicology and Environmental Health L.L.C.
Chill Boats L.L.C.
Chouest Shorebase Services, LLC
Clean Harbors, Inc.
Clean Tank LLC
Clean Tank Inc.
Core Industries, Inc.
Core 4 Kebawk, LLC

Crossmar, Inc.
Crowder/Gulf Joint Venture
Crowder Gulf Disaster Recovery
Danos and Curole Marine Contractors, LLC
Danos & Curole Staffing, L.L.C.
David Sims
Deepwater Horizon Oil Spill Trust
Diamond Offshore Company
DOF Subsea USA, Inc.
Don J. Vidrine
DRC Emergency Services, LLC
DRC Marine, LLC
DRC Recovery Services, LLC
Dril-Quip, Inc.
Dynamic Aviation Group, Inc.
Eastern Research Group, Inc.
Environmental Standards, Inc.
Environmental Safety & Health Consulting Services
Environmental Safety & Health Environmental Services
ES&H, Inc.
ESIS, Inc.
Exponent, Inc.
Fauchaux Brothers Airboat Services, Inc.
Global Diving & Salvage, Inc.
Global Employment Services, Inc.
Global Fabrication, LLC
Global Marine International, Inc.
Graham Gulf Inc.
Grand Isle Shipyard Inc.
Gregg Walz
Guilbeau Marine, Inc.
Guilbeau Boat Rentals, LLC
Gulfmark Offshore, Inc.
Gulf Offshore Logistics, LLC
Gulf Offshore Logistics International, LLC
Gulf Services Industrial, LLC
HEPACO, Inc.
Hilcorp Energy Company
Hyundai Heavy Industries Co. Ltd, Inc.
Hyundai Motor Company
I-Transit Response, L.L.C
International Air Response, Inc.
Island Ventures II, LLC
JMN Specialties, Inc.
JNB Operating LLC
John Guide
K & K Marine, LLC
LaBorde Marine Services, LLC
Lane Aviation
Lawson Environmental Service LLC
Lawson Environmental Service & Response Company
Lee Lambert
Lord Edmund John Browne
Lynden Air Cargo, LLC
Lynden, Inc.
Maco of Louisiana, LLC

Maco Services, Inc.
Marine Spill Response Corporation
Mark Bly
Mark Hafle
M-I L.L.C.
M-I Drilling Fluids L.L.C.
M-I Swaco
Miller Environmental Group, Inc.
Mitchell Marine
Mitsui & Co. (USA), Inc.
Mitsui & Co. Ltd.
Mitsui Oil Exploration Co. Ltd.
ModuSpec USA, Inc.
Monica Ann LLC
Moran Environmental Recovery, LLC
MOEX Offshore 2007 LLC
MOEX USA Corporation
M/V Monica Ann
M/V Pat Tilman
M/V Damon B. Bankston
M/V Max Chouest
M/V Ocean Interventions
M/V C. Express
M/V Capt. David
M/V Joe Griffin
M/V Mr. Sidney
M/V Hilda Lab
M/V Premier Explorer
M/V Sailfish
M/V Seacor Washington
M/V Emerald Coast
M/V Admiral Lee
M/V Seacor Vanguard
M/V Whuppa Snappa
Nalco Energy Services, LP
Nalco Holding Company
Nalco Finance Holdings LLC
Nalco Finance Holdings Inc.
Nalco Holdings LLC
Nalco Company
National Response Corporation
Nature's Way Marine, LLC
Nautical Ventures, LLC
Nautical Solutions, LLC
O'Brien's Response Management, Inc.
Ocean Runner, Inc.
Ocean Therapy Solutions, LLC
Oceaneering International, Inc.
Odyssea Marine, Inc.
Offshore Cleaning Systems L.L.C.
Offshore Service Vessels, LLC
Offshore Inland Marine & Oilfield Services, Inc.
Oil Recovery Company, Inc. of Alabama
Oilfield Marine Contractors, LLC
Parsons Commercial Services Inc.
Parsons Services Company

Parsons Facility Services Company
Parsons Corporation
Patriot Environmental Services Incorporated
Peneton Company
Perennial Contractors, LLC
Peneton Corporation
Production Services Network U.S., Inc.
Quality Container, Inc.
Quality Energy Services, Inc.
Ranger Offshore, Inc.
Reel Pipe, LLC
Resolve Marine Services, Inc.
Robert Kaluza
Ronald W. Sepulvado
Schlumberger, Ltd.
Seacor Holdings Inc.
Seacor Marine, LLC
Seacor Marine, Inc.
Seacor Marine International, Inc.
Seacor Offshore LLC
Seacor Worldwide, Inc.
Sealion Shipping LTD
Sea Support Services, L.L.C.
Sea Tow of South Miss, Inc.
Seafairer Boat, LLC
Shamrock Management LLC et al.
Shoreline Services, LLC
Siemens Financial, Inc.
Shoreline Construction, LLC
Smith Marine, Inc.
Southern Cat, Inc.
Southern Environmental of Louisiana, LLC
Stallion Offshore Quarters, Inc.
Subsea 7 LLC
Tamara's Group, LLC
Team Labor Force, LLC
Technical Marine Maintenance Services, L.L.C.
The Modern Group, Ltd.
The Modern Group GP-SUB, Inc.
The O'Brien Group, LLC
The Response Group, Inc.
Tiburon Divers, Inc.
Tidewater, Inc.
Tidewater Marine LLC
Tiger Rentals, Ltd.
Tiger Safety, LLC
Toisa Limited
Total Safety U.S., Inc.
Twenty Grand Offshore, LLC
Twenty Grand Marine Service, LLC
Twenty Grand Offshore Inc.
USES/Construct Corps
United States Environmental Services, LLC
United States Maritime Services, Inc.
Viscardi Industrial Services, LLC
Weatherford International Ltd.

Weatherford U.S. L.P.
Wood Group Production Services, Inc.
Worley Catastrophe Services, LLC
Worley Catastrophe Response, LLC

Attachment “B” — Certification

Claimant hereby signs to attest to and vouch for the accuracy of the certification below:

For all types of claims:

I certify that I understand and acknowledge that, (subject to my right to additional Settlement Payments, if any, pursuant to Section 4.4.8 of the Settlement Agreement), I am forever giving up with prejudice and discharging, without any right of legal recourse whatsoever, any and all rights I have or may have to the **Released Claims** against the **Released Parties**. I acknowledge that by having executed the **Individual Release** and signing below neither I nor the entity I represent has been pressured or influenced by, or is relying on any statement or representation made by any person acting on behalf of **BP** or any other **Released Party**. I certify that I understand that I have the right to consult with an attorney of my choosing before signing this **Individual Release**.

PLUS ONE OF THE ADDITIONAL CERTIFICATIONS FOLLOWING (AS APPLICABLE):

For business or property claims:

I certify that either:

(1) I have not made an insurance claim or received any insurance proceeds for any business or property **Claim** arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**; **OR**

(2) If I have made or do make an insurance claim and/or receive or have received insurance proceeds for any business or property claim arising out of, due to, resulting from, or relating in any way to, directly or indirectly the **Deepwater Horizon Incident**, I will indemnify **BP** for any liability it incurs for a subrogation claim made against **BP** arising out of:

(a) such insurance proceeds, provided that the subrogation claim is brought by an entity seeking payment of insurance proceeds to me for any business or property claim arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**; and

(b) the amount that I indemnify **BP** shall not exceed the amount of insurance proceeds that I received for the business or property claim at issue.

CLAIMANT ACKNOWLEDGES THAT THIS CERTIFICATION COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS CERTIFICATION IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.

For individual claims:

I certify that either:

(1) I have not made a claim for unemployment insurance benefits arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**; OR

(2) If I have made or do make a claim for unemployment insurance benefits arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**, I will indemnify **BP** for any liability and defense costs it incurs for a subrogation **Claim** made against **BP** arising out of such insurance proceeds provided that the subrogation **Claim** is brought by an entity seeking payment of insurance proceeds to me for any business or property **Claim** arising out, due to, resulting from, or relating in any way to, directly or indirectly, the **Deepwater Horizon Incident**; and the amount that I indemnify BP shall not exceed the amount of insurance proceeds that I received for the unemployment insurance benefits **Claim** at issue.

CLAIMANT ACKNOWLEDGES THAT THIS CERTIFICATION COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS CERTIFICATION IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.

Claimant's Name

**Claimant's Signature, Title if
Business Claimant**

Date

Claimant's Spouse's Name

**Claimant's Spouse's Signature,
if applicable**

Date

EXHIBIT 27

**EXHIBIT 27 TO
DEEPWATER HORIZON ECONOMIC AND PROPERTY DAMAGES
SETTLEMENT AGREEMENT DATED APRIL 18, 2012**

and

**EXHIBIT 19 TO
DEEPWATER HORIZON MEDICAL BENEFITS CLASS SETTLEMENT
AGREEMENT DATED APRIL 18, 2012**

1. Interim Class Counsel under the Economic Agreement and the Medical Settlement Agreement and BP's Counsel commenced negotiations on common benefit and/or Rule 23(h) attorneys' fees and costs on April 17, 2012, only after such Interim Class Counsel and BP's Counsel reached agreement on all of the material terms of the Economic Agreement and the Medical Settlement Agreement and delivered that information to the Court.

2. Subject to the provisions, conditions, and understandings set forth below, the BP Parties agree not to contest a joint request by Economic Class Counsel and Medical Benefits Class Counsel (collectively, the "Class Counsel") for, nor oppose an award by the Court for, a maximum award of \$600,000,000 (Six hundred million US Dollars), as a payment of all common benefit and/or Rule 23(h) attorneys' fees, costs and expenses incurred at any time, whether before or after the date hereof, for the common benefit of members of the Economic Class and the Medical Class. If the Court awards less than the amount set out in this paragraph 2, the BP Parties shall be liable only for the lesser amount awarded by the Court. In no event shall the BP Parties be liable for any amount of common benefit and/or Rule 23(h) attorneys' fees, costs and/or expenses in excess of the amount agreed upon in this paragraph 2. The common benefit and/or Rule 23(h) attorneys' fees, costs and expenses awarded by the Court, subject to the limitations in the preceding sentence, shall be collectively referred to as the "Common Benefit Fee and Costs Award."

3. The Common Benefit Fee and Costs Award shall cover any and all common benefit and/or Rule 23(h) attorneys' fees, costs and expenses that may be claimed against BP or any of the Released Parties by or on behalf of the Economic Class or the Medical Class, or any member thereof, or their current or former counsel, including attorneys' fees and costs pursuant to Fed. R. Civ. P. 23(h), Pretrial Order No. 9, and the Court's Order and Reasons As To The Motion To Establish Account And Reserve For Litigation Expenses, Rec. Doc. 5022, and amendments thereto, including Rec. Doc. 5064 and 5274 (collectively, the "Holdback Order").

4. The BP Parties shall make payments into the qualified settlement fund to be established pursuant to Section 5.16 of the Economic Agreement and Section XXII.S of the Medical Settlement Agreement (the "Common Benefit Fee and Costs Fund") as follows:

- a. The BP Parties shall make a non-refundable payment of \$75 million (Seventy-five million US Dollars) (the "Initial Payment") into the Common Benefit Fee and Costs Fund on the first date on which all of the following have occurred:
 - (i) 30 days have elapsed after the Court has granted preliminary approval of the Economic Agreement, and (ii) the Court has entered an Order modifying the Holdback Order to provide that it shall not apply to any Settlement Payments or Other Economic Benefits paid pursuant to the Economic Agreement or any Medical Settlement Payments or Other Medical Benefits pursuant to the Medical Settlement Agreement. Subject to the conditions in the preceding sentence, the Initial Payment from the Common Benefit Fee and Costs Fund shall be paid to Class Counsel pursuant to an order of the Court.
- b. From and after the date of the Initial Payment, through the earlier of the Effective Date under the Economic Agreement or the termination of the

Economic Agreement, within 15 days after the end of each calendar quarter, the BP Parties shall irrevocably pay into the Common Benefit Fee and Costs Fund an amount equal to 6 % (six percent) of (i) the aggregate Settlement Payments paid under the Economic Agreement in respect of Claimants that have executed an Individual Release (or in the case of payments pursuant to the Transition Process, to Economic Class Members that execute a full release), together with (ii) the amount of Other Economic Benefits paid, in each case under the Economic Agreement during such calendar quarter (or, in the case of the first such payment, during the period from April 18, 2012 to the end of such calendar quarter, or during the period from and after February 26, 2012 pursuant to the Transition Process).

- c. From and after the date of the Initial Payment, through the earlier of the Effective Date under the Medical Settlement Agreement or the termination of the Medical Settlement Agreement, within 15 days after the end of each calendar quarter, the BP Parties shall irrevocably pay into the Common Benefit Fee and Costs Fund an amount equal to 6 % (six percent) of the aggregate Other Medical Benefits paid under the Medical Settlement Agreement during such calendar quarter (or, in the case of the first such payment, during the period from April 18, 2012 to the end of such calendar quarter). If the Effective Date under the Medical Settlement Agreement occurs, the BP Parties shall irrevocably pay into the Common Benefit Fee and Costs Fund an amount equal to 6% (six percent) of the aggregate Medical

Settlement Payments paid under the Medical Settlement Agreement as and when such Medical Settlement Payments are made.

- d. Notwithstanding anything to the contrary herein, (i) the BP Parties shall be entitled to credit the Initial Payment against the first \$75 million of payments required under paragraphs 4b and 4c, and (ii) in no event shall the total amounts paid into the Common Benefit Fee and Costs Fund (including the Initial Payment and any additional amounts paid pursuant to paragraphs 4b and 4c) exceed \$480,000,000 (Four hundred eighty million US Dollars) in the aggregate, unless and until the Effective Date under the Economic Agreement occurs (except as expressly set forth in paragraph 4g below with respect to certain Settlement Payments made from and after the termination of the Economic Agreement).
- e. If the Effective Date under the Economic Agreement occurs, the BP Parties will irrevocably pay the remaining balance of the Common Benefit Fee and Costs Award into the Common Benefit Fee and Costs Fund on the first date (the “Final Fee and Costs Payment Date”) on which both of the following have occurred: (i) 30 days have elapsed after the Effective Date under the Economic Agreement, and (ii) the Court has entered an order approving the Common Benefit Fee and Costs Award.
- f. If the Medical Settlement Agreement is terminated prior to the occurrence of the Effective Date under the Medical Settlement Agreement, the BP Parties shall not be required to make any further payments whatsoever pursuant to paragraph 4c into the Common Benefit Fee and Costs Fund.

g. If the Economic Agreement is terminated prior to the occurrence of the Effective Date under the Economic Agreement, the BP Parties shall not be required to make any further payments whatsoever into the Common Benefit Fee and Costs Fund (other than payments pursuant to paragraph 4c in respect of the Medical Settlement Agreement) from and after the date of termination; provided that to the extent the BP Parties make Settlement Payments to Economic Class Members that filed Claims prior to the termination of the Economic Agreement, then within 15 days after the end of each calendar quarter thereafter, the BP Parties shall pay into the Common Benefit Fee and Costs Fund an amount equal to 6% (six percent) of the aggregate Settlement Payments paid under the Economic Agreement during such calendar quarter (less any payments made prior to the termination of the Economic Agreement); and provided further that, notwithstanding anything to the contrary herein in paragraph 4b or 4c or otherwise, in no event shall the total amounts paid into the Common Benefit Fee and Costs Fund at any time (including the Initial Payment, any additional amounts paid pursuant to paragraphs 4b and 4c, and any amounts paid pursuant to this paragraph 4g) exceed the amount of the Common Benefit Fee and Cost Award, in the aggregate.

5. Prior to the Final Fee and Costs Payment Date, no amounts shall be paid by or out of the Common Benefit Fee and Costs Fund, other than (i) the Initial Payment, or (ii) from and after the occurrence of the Effective Date under the Medical Settlement Agreement, any payments to the Common Benefit Fee and Costs Fund that are or were made under paragraph 4c

above in respect of the Medical Settlement Agreement. If the Economic Agreement is terminated prior to the occurrence of the Effective Date, Economic Class Counsel may petition the Court for an order approving disbursement of amounts in the Common Benefit Fee and Cost Fund (and the BP Parties will not oppose any such petition). To the extent the Court enters an order approving disbursement of any or all amounts in the Common Benefit Fee and Cost Fund, such amounts in the Common Benefit Fee and Cost fund shall be paid to Class Counsel pursuant to the order of the Court. If Economic Class Counsel has not filed such a petition within 120 days after termination of the Economic Agreement, or if the Court denies such petition in whole or in part, or if the Court grants an order for disbursement of less than all amounts in the Common Benefit Fee and Cost Fund, then all remaining amounts in the Common Benefit Fee and Cost Fund shall promptly be repaid to the BP Parties.

6. The BP Parties, the Plaintiffs under the Economic Agreement (on behalf of themselves and the Economic Class Members), and the Medical Benefits Class Representatives under the Medical Settlement Agreement (on behalf of themselves and the members of the Medical Class) hereby stipulate and agree as follows:

- a. All payments into the Common Benefit Fee and Costs Fund are common benefit and/or Rule 23(h) fees, costs and expenses within the meaning of applicable law, including Fed. R. Civ. P. 23(h), Pretrial Order No. 9, and the Holdback Order;
- b. Upon the full payment of the Common Benefit Fee and Costs Award, BP and the Released Parties shall be immediately and fully discharged from any and all further liability or obligation whatsoever with respect to any and all common benefit and/or Rule 23(h) attorneys' fees, costs and expenses

incurred by or on behalf of the Economic Class or the Medical Class, or any member thereof, in respect of, or relating in any way to, directly or indirectly, any and all Released Claims under the Economic Agreement, Released Claims under the Medical Settlement Agreement, the Action under the Economic Agreement, or the Medical Action.

- c. Other than (i) the payments by the BP Parties of the Common Benefit Fee and Cost Award into the Common Benefit Fee and Cost Fund, and (ii) payments by the Common Benefit Fee and Costs Fund to Class Counsel pursuant to any order of the Court, neither BP nor any of the Released Parties, nor the Claims Administrator, the Claims Administration Staff, nor the Common Benefit Fee and Costs Fund shall have any liability whatsoever in respect of or for any attorney's fees, costs or expenses incurred by or on behalf of the Economic Class or the Medical Class, or any member thereof, or any of their current or former counsel in respect of the Released Claims under the Economic Agreement, the Released Claims under the Medical Settlement Agreement, the Action or the Medical Action, or by any other entity or person, including Halliburton or Transocean, in respect of any Released Claims or Assigned Claims under the Economic Agreement, Released Claims under the Medical Settlement Agreement or in any way relating to the Action or the Medical Action.
- d. The BP Parties and Class Counsel agree to request, and will not contest or oppose, that the order approving the Common Benefit Fee and Costs Award will include the language set forth in this paragraph 6.

7. Neither BP nor any of the Released Parties shall have any responsibility, obligation or liability of any kind whatsoever with respect to how the Common Benefit Fee and Costs Award is allocated and distributed among any counsel for the Economic Class or the Medical Class, or any member thereof, which allocation and distribution is the sole province of Class Counsel to recommend, and the Court to decide.

8. The Claims Administrator and the Claims Administration Staff shall be directed that, where a Claimant is represented by counsel, any Settlement Payment (a) shall be by check made payable to both the Claimant and his, her or its designated counsel (“Designated Counsel”), and (b) shall be made only after the receipt of a written acknowledgment by the Claimant and the Designated Counsel that funds received fully and finally satisfy any and all fees and costs in respect to representation of the Claimant by any counsel (including but not limited to any asserted by lien or privilege) in connection with the Claim and rights of such counsel to them.

9. “Economic Agreement” means the Deepwater Horizon Economic and Property Damages Settlement Agreement Dated April 18, 2012. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Economic Agreement.

10. “Medical Action” means Plaisance, *et al.*, individually and on behalf of the putative Medical Benefits Settlement Class v. BP Exploration & Production Inc., *et al.*

11. “Medical Settlement Agreement” means the Deepwater Horizon Medical Benefits Class Action Settlement Agreement dated April 18, 2012.

12. “Medical Settlement Payments” means payments of compensation for Specified Physical Conditions (as defined in the Medical Settlement Agreement) and payments in respect

of visits of the Periodic Medical Consultation Program (as defined in the Medical Settlement Agreement).

13. “Other Economic Benefits” means payments under the Economic Agreement with respect to the Gulf Tourism and Seafood Promotional Fund and the Supplemental Information Program Fund.

14. “Other Medical Benefits” means payments under the Medical Settlement Agreement for the Gulf Region Health Outreach Program (as defined in the Medical Settlement Agreement).

15. “Other Settlement Benefits” means, collectively, Other Economic Benefits and Other Medical Benefits.