## If you had economic loss or property damage because of the Deepwater Horizon oil spill, you could get money from a class action settlement.

A federal court directed this Notice. This is not a solicitation from a lawyer.

- Two settlements—one for economic and property damage claims and another for medical claims have been reached with BP Exploration & Production Inc. and BP America Production Company ("BP") over the Deepwater Horizon oil spill.
- This Notice explains the Economic & Property Damages Settlement ("E&PD Settlement").
- If you are included in the Economic & Property Damages Settlement, you may receive money if you have been damaged by the Deepwater Horizon oil spill in one or more of the following categories:
  - Seafood Compensation
  - Economic Damage
  - Loss of Subsistence
  - Vessel Physical Damage
- Vessels of Opportunity Charter Payment
- Coastal Real Property Damage
- Wetlands Real Property Damage
- Real Property Sales Damage
- There are geographic areas or "Zones" associated with several of these categories. The website DeepwaterHorizonSettlements.com has detailed descriptions and maps to help you determine whether a location may be included in one or more of these zones.
- With the exception of certain Seafood Compensation Program claims, eligible E&PD Settlement claims will be paid on a rolling basis and E&PD Settlement claimants may receive payments before the Court considers whether to grant final approval.
- If you are included in the E&PD Settlement (an "E&PD Class Member"), your legal rights are affected whether you act or not. Read this Notice carefully.

E&PD CLASS MEMBER	RS' LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to request a payment under the E&PD Settlement.	
EXCLUDE YOURSELF (OPT OUT)	Get no benefits from the E&PD Settlement. Requesting exclusion from this Settlement (also called "Opting Out") would allow you to file or continue your own lawsuit against BP about the legal claims involved in this E&PD Settlement.	
Овјест	Write to the Court about why you do not like the E&PD Settlement.	
GO TO A FAIRNESS HEARING	Ask to speak in Court about the fairness of the E&PD Settlement.	
Do Nothing	Get no individual financial benefits from the E&PD Settlement. However, if you are an E&PD Class Member, the terms of the E&PD Settlement will still apply to you.	

These rights and options—and the deadlines to exercise them—are explained in this Notice.

### QUESTIONS? CALL 1-866-992-6174 OR VISIT DEEPWATERHORIZONSETTLEMENTS.COM

Si desea recibir esta notificación en español, llámenos o visite nuestra página web. Để được thông báo bằng tiếng Việt, xin gọi điện thoại hoặc vào trang mạng.

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### **BASIC INFORMATION**

### 1. Why is this Notice being provided?

You have a right to know about the proposed settlement of this class action lawsuit and about your options relating to the proposed Settlement. This Notice explains the lawsuit, the E&PD Settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

**This Notice does not provide any information related to the Medical Benefits Settlement**. For more information about the Medical Benefits Settlement, and to determine whether your rights are affected by that settlement, or whether you are eligible for benefits under that settlement, visit DeepwaterHorizonSettlements.com, or call 1-866-992-6174.

Judge Carl J. Barbier of the United States District Court for the Eastern District of Louisiana is overseeing this class action. The case is known as *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, MDL No. 2179. The people who started the lawsuit are called "Plaintiffs," and BP is among the companies being sued.

Capitalized terms are defined terms in the E&PD Settlement Agreement, which is available on the website.

**Do not call the Court or any Judge's office to ask questions about the E&PD Settlement**. If you have questions or if you want more information, please visit DeepwaterHorizonSettlements.com or call 1-866-992-6174.

### 2. What is this lawsuit about?

The lawsuit asserts certain economic loss and property damage claims arising out of the "Deepwater Horizon Incident" (*see* Question 3) in the Gulf of Mexico beginning on April 20, 2010. The Plaintiffs seek money and other relief for economic and property damage they allege was caused by the Deepwater Horizon Incident. BP disputes and denies Plaintiffs' claims in that lawsuit.

### 3. What is the Deepwater Horizon Incident?

"Deepwater Horizon Incident" refers to the events, actions, inactions, and omissions leading up to and including:

- The blowout of the MC252 Well (also known as the "Macondo well") on April 20, 2010;
- The explosions and fire on board the Deepwater Horizon oil rig;
- The sinking of the Deepwater Horizon oil rig on April 22, 2010;
- The release of oil and other substances from the MC252 Well and/or the Deepwater Horizon oil rig and its appurtenances (equipment);
- The efforts to contain the MC252 Well;
- All "Response Activities" including the "Vessels of Opportunity" ("VoO") program;
- The operation of the "Gulf Coast Claims Facility" ("GCCF"); and
- BP's public statements relating to all of the above.

### 4. Why is this a class action?

In a class action, one or more "Class Representatives" sue on behalf of all those with the same types of claims arising from the same events. Here, the Class Representatives are suing to obtain payments for a class of individuals and businesses with specific types of claims for economic loss and property damage arising from the Deepwater Horizon Incident. This class is called the "Economic & Property Damages Settlement Class" or "E&PD Class" for short, and its members—those people and businesses who meet the Class Definition—are the "E&PD Class Members." Go to Question 10 to see if you are an E&PD Class member. One court resolves the issues for all class members.

### 5. Why is there a settlement?

The Court has not decided the case in favor of Plaintiffs or BP. Instead, after extensive, arm's length negotiations, the Plaintiffs and BP have agreed to settle this case to avoid the cost, delay, and risk of a trial. The Class Representatives and their lawyers think the proposed E&PD Settlement is best for all E&PD Class Members.

# 6. Is the Economic & Property Damages Settlement part of the Gulf Coast Claims Facility (GCCF)?

No. The GCCF has been closed. The new Deepwater Horizon Court-Supervised Settlement Program ("Settlement Program") has been established under the E&PD Settlement. By the agreement of the parties, the new program operates according to specific, agreed-upon rules and under the supervision of the Court. If you had a claim rejected or denied by the GCCF, it will not affect your eligibility or right to receive a payment under the E&PD Settlement. If you had a claim paid by the GCCF, and you did not sign a release (*see* Question 8), you may still be eligible to receive a payment under the E&PD Settlement.

### 7. What happened to pending or unresolved GCCF claims?

All pending and unresolved GCCF claims, including all documents related to those claims, have been transferred to the new Settlement Program. The Settlement Program is working on these claims under the rules of the E&PD Settlement. If additional information is needed to process your claim, you will be contacted. If you have a specific question about the status of a GCCF claim, you can call the Settlement Program at 1-866-992-6174 for assistance.

### 8. What if I received a GCCF final payment and signed a release?

If you made a claim to the GCCF, received payment for that claim, and signed a document called, "Release and Covenant Not to Sue," you are not eligible to receive money from most parts of the E&PD Settlement. However, you may still be eligible to submit a VoO Charter Payment claim or a Vessel Physical Damage claim (*see* the E&PD Settlement Claims Eligibility and Benefits Chart below for details of VoO Charter Payments and Vessel Physical Damage claims.) You may also still be eligible to participate in the separate Medical Benefits Settlement. If your GCCF claim and the "Release and Covenant Not to Sue" related only to a bodily injury claim, you may still be able to participate in the E&PD Settlement.

9. If I submitted a Short Form Joinder in the lawsuit, do I still need to file a claim?

Yes. Even if you submitted a special short form ("Short Form Joinder") as part of the lawsuit against BP, you still must submit a Claim Form and provide all required documentation to make a claim and request payment from the Settlement Program (*see* Question 17).

### WHO IS IN THE SETTLEMENT

To see if you will be affected by the E&PD Settlement or if you can get a payment from it, you first have to determine if you are an E&PD Class Member.

10. Who is in the Economic & Property Damages Class?

The E&PD Class includes individuals, businesses, and other entities. The complete text of the E&PD Class definition is in Section 1 of the E&PD Settlement Agreement. The Agreement and other materials and information are available on the website, and by request. Please answer the series of questions below to see if you may be an E&PD Class Member. The first set of questions is for individuals and the second set of questions is for businesses and other entities. The definitions below will help you when answering the questions.

- "Gulf Coast Areas" include 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. "Gulf Coast Areas" also includes all adjacent Gulf waters, bays, estuaries, straits, and other tidal or brackish waters within the States of Louisiana, Mississippi, and Alabama, and those described counties of Texas or Florida.
- "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.
- "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.
- "Consumer" means a Natural Person or an Entity that buys any product for individual use or consumption and not for manufacture or resale.
- "End User" means a Natural Person or Entity that buys any product for his, her, or its individual use or consumption and not for manufacture or resale.

Questions for Individuals	Yes	No
Do you live in the U.S.?	Continue to next question.	You are <u>not</u> an E&PD Class Member.
Did you live in, work in, were offered and accepted work in, own or lease property in, or own, lease, or work on a vessel harbored or home-ported in the Gulf Coast Areas or Specified Gulf Waters at any time between April 20, 2010, and April 16, 2012?	Continue to next question.	You are <u>not</u> an E&PD Class Member.
OR		
Did you work on a vessel in Specified Gulf Waters at any time between April 20, 2010 and April 16, 2012 that landed Seafood in the Gulf Coast Areas after April 20, 2009?		
Do you have any economic loss arising out of the Deepwater Horizon Incident?	Continue to next question.	You are <u>not</u> an E&PD Class Member.
OR		
Was your real or personal property damaged as a result of the Deepwater Horizon Incident?		
Do your claims for economic loss or property damage meet the descriptions of one or more of these categories:	You may be an E&PD Class Member.	You are <u>not</u> an E&PD Class Member.
(1) Seafood Compensation	Continue to	
(2) Economic Damage	<i>Continue to</i> Eligibility and	
(3) Loss of Subsistence	Benefits Chart beginning on	
(4) Vessels of Opportunity ("VoO") Charter Payment	page 11 of this	
(5) Vessel Physical Damage	Notice to determine	
(6) Coastal Real Property Damage	whether you	
(7) Wetlands Real Property Damage	may be eligible for a	
(8) Real Property Sales Damage	payment.	

Individuals may also be included in the Medical Benefits Settlement if they were Clean-Up Workers or were residents in certain defined areas or "Zones." More information on the Medical Benefits Settlement is available on the website or by calling 1-866-992-6174.

Questions for Businesses and Other Entities	Yes	No
(1) Did your business or Entity own, operate, or lease a physical facility or vessel in the Gulf Coast Areas or Specified Gulf Waters between April 20, 2010 and April 16, 2012, and	Continue to next question.	You are <u>not</u> an E&PD Class Member.
Sell products in the Gulf Coast Areas or Specified Gulf Waters: (a) directly to Consumers or End Users of those products; or (b) to another Entity that sold those products to Consumers or End Users of those products?		
or		
Regularly purchase Seafood harvested from Specified Gulf Waters in order to produce goods for resale?		
OR		
(2) Was your business or Entity a service business with one or more full- time employees (including owner-operators) who performed full-time services while physically present in the Gulf Coast Areas or Specified Gulf Waters between April 20, 2010 and April 16, 2012?		
OR		
(3) Did your business or Entity own, operate, or lease a vessel that (a) was home ported in the Gulf Coast Areas at any time from April 20, 2010 to April 16, 2012, or (b) landed Seafood in the Gulf Coast Areas at any time from April 20, 2009 to April 16, 2012?		
OR		
(4) Did your business or Entity own or lease real property in the Gulf Coast Areas between April 20, 2010 and April 16, 2012?		
Do your business's or Entity's claims for economic loss or property damage meet the descriptions one or more of these categories:	You may be an E&PD Class Member.	You are <u>not</u> an E&PD Class Member.
(1) Seafood Compensation		
(2) Economic Damage	<i>Continue to</i> Eligibility and	
(3) Vessels of Opportunity ("VoO") Charter Payment	Benefits Chart	
(4) Vessel Physical Damage	beginning on page 11 of this Notice	
(5) Coastal Real Property Damage	to determine whether you may	
(6) Wetlands Real Property Damage	be eligible for a	
(7) Real Property Sales Damage	payment.	

# 11. Are there exceptions to being included in the Economic & Property Damages Class?

Yes. The following individuals and entities are excluded from the E&PD Class:

- Anyone who excludes themselves from ("Opts Out" of) the E&PD Class;
- Defendants in MDL 2179 and certain current and former employees of BP and other Defendants in MDL 2179;
- The Court, including any sitting judges on the United States District Court for the Eastern District of Louisiana, their law clerks serving during the pendency of this lawsuit, and members of any such judge's or current law clerk's immediate family;
- Governmental Organizations; and
- Individuals and Entities that received a payment from the GCCF and signed a "Release and Covenant Not To Sue" (although these Individuals and Entities may still make a VoO Charter Payment claim or a Vessel Physical Damage claim). *See* Questions 6-8.

In addition, the following types of Entities and their employees are excluded, to the extent these Entities and/or their employees claim economic losses based on their employment by such Entity:

- Certain Financial Institutions;
- Certain Funds, Trusts, and Other Financial Vehicles;
- Certain Gaming Entities;
- Certain Insurance Entities;
- Certain Oil & Gas Industry Entities;
- Certain Defense Contractors;
- Certain Real Estate Developers; and
- Any Entity selling or marketing BP-branded fuel, including jobbers and branded dealers.

Individuals and Entities in these above-listed industries may be eligible for payments under certain categories of economic losses not related to these industries, such as Coastal Real Property Damage and Wetlands Real Property Damage. *See* the Settlement Agreement or call 1-866-992-6174 for more information.

The following claims are also not included in the E&PD Settlement:

- Bodily Injury Claims;
- BP Shareholder Claims;
- Moratoria Loss Claims;
- Claims relating to menhaden (or "pogy") fishing, processing, selling, catching, or harvesting;
- Claims for Economic Damage by Entities or Individuals based on employment in the Banking, Gaming, Financial, Insurance, Oil & Gas, Real Estate Development, and Defense Contractor industries, as well as Entities selling or marketing BP-branded fuel (including jobbers and branded dealers); and
- Claims for punitive damages against Halliburton and Transocean. See Question 21.

You may still pursue these claims and remain an E&PD Class Member without Opting Out.

The full description of the Entities, individuals, and claims that are excluded from the E&PD Class can be found on the website or by calling 1-866-992-6174.

# 12. How do I know if I am eligible to receive a payment from the Economic & Property Damages Settlement?

There are separate eligibility rules for each of the claim categories in the E&PD Settlement. The Settlement Claims Eligibility and Benefits Chart beginning on page 11 of this Notice illustrates who may be eligible to receive a payment in each category. A number of these categories include geographic zones. Visit the website to review detailed zone maps.

# 13. Does the Economic & Property Damages Settlement cover claims for medical benefits?

No. The E&PD Settlement does not include claims for medical benefits. If you suffer from medical conditions arising out of the Deepwater Horizon Incident, you may also be eligible to participate in the Medical Benefits Settlement. More information about the Medical Benefits Settlement is available on the website or by calling 1-866-992-6174.

# 14. What if I'm still not sure whether I am included in the Economic & Property Damages Settlement?

If you are not sure whether you are in the E&PD Class, or have any other questions about the E&PD Settlement, visit the website at or call the toll-free number, 1-866-992-6174. You may also write with questions to Deepwater Horizon Court-Supervised Settlement, PO Box 1439, Hammond, LA 70404-1439 or send an e-mail to questions@DeepwaterHorizonEconomicSettlement.com.

# 15. What happens if I am not included in the Economic & Property Damages Settlement?

If you are not an E&PD Class Member, you are not included in the E&PD Settlement. However, you may still be included in the Medical Benefits Settlement (see Question 13). Also, if you are not included in the E&PD Settlement, you may file an Oil Pollution Act claim with BP directly. You can get more information about filing an Oil Pollution Act claim directly with BP by visiting www.bp.com/claims or calling 1-855-687-2631.

ENEFITS CHART
B
AND
ELIGIBILITY
CLAIMS
SETTLEMENT
E&PD

<ul> <li>Claims for economic loss related to Seafood can be made by Individuals and Entities that qualify as Commercial Fishermen, Seafood Boat Captains, Seafood Crew (including first mates, second mates, boatswains, and deckhands), Oyster Leaseholders, and Seafood Vessel Owners. Claims may be submitted in the following categories:</li> <li>Shrimp (Vessel Owner, Commercial Fisherman Vessel Lessee, Boat Captain claims);</li> <li>Oyster (including leaseholder interest and lost income claims) (Leaseholder, Vessel Owner, Commercial Fisherman Vessel Lessee, Boat Captain claims);</li> <li>Finfish (Vessel Owner, Commercial Fisherman Vessel Lessee, Boat Captain claims);</li> <li>Finfish (Vessel Owner, Commercial Fisherman Vessel Lessee, Boat Captain, Individual Fishing Quota ("IFQ") holder claims);</li> <li>Blue Crab and Other Fish (Vessel Owner, Commercial Fisherman Vessel Lessee, Boat Captain, Individual Fishing Quota ("IFQ") holder claims);</li> <li>Blue Crab and Other Fish (Vessel Owner, Commercial Fisherman Vessel Lessee, Boat Captain, Individual Fishing Quota ("IFQ") holder claims);</li> <li>Blue Crab and Other Fish (Vessel Owner, Commercial Fisherman Vessel Lessee (including crab trap damage), Boat Captain claims);</li> <li>Saefood Crew (excluding Boat Captains)</li> </ul>
Compensation claim category. The Seafood Compensation claim for all other claims in the E&PD Settlement. The deadline for all other claims in the E&PD Settlement. The deadline to submit a Seafood Compensation Claim Form is 30 days after entry and judgment of the Court's final approval of the E&PD Settlement. The exact proved, except for some Seafood Crempensation claim deadline and paid as soon as possible by the approved, except for some Seafood Crempensation claims that will be determined after the station of the Court's final approval of the E&PD Settlement. The exact judgment of the claim deadline will be posted on the website. For more details on the Seafood Compensation Program after all claims are paid in full. However, the extent website or call 1-866-992-6174. Compensation Program.

<sup>\*</sup> The "Risk Transfer Premium" ("RTP") increases the payment amount for certain E&PD Class Members whose losses could be recurring, to account for the risk of future economic losses related to the Deepwater Horizon Incident. The E&PD Settlement specifies RTPs applicable to certain types of industries or claims.

Economic Damage Claim	Claims for economic damage can be made by Individuals and Entities in certain industries or geographic zones that lost profits or earnings as a result of the Deepwater Horizon Incident. Depending on their industry or geographic zone, some Individuals and Entities may need to provide evidence that their economic losses were caused by the Deepwater Horizon Incident. For more details on eligible Economic Damage claims, please visit the website, or call 1-866-992-6174.	In general, the payment amount for Economic Damage claims is calculated by comparing actual post-spill earnings to the earnings that might have been expected in that post-spill period. There are also considerations for specialized circumstances, such as start-up businesses, failed businesses, multi-facility businesses, new entrants to employment, and festival vendors. An RTP <sup>*</sup> multiplier will be applied to the payments for some types of Economic Damage claims. Any money previously received from BP or the GCCF for the same economic loss will be deducted from the Settlement payment.
Loss of Subsistence Claim	Claims for loss of subsistence can be made by Individuals who fished or hunted in certain geographic regions to harvest, catch, barter, consume, or trade Gulf of Mexico natural resources, including Seafood and Game, in a traditional or customary manner to sustain their basic or family dietary, economic security, shelter, tool or clothing needs, and who relied upon subsistence resources that were diminished or restricted in the geographic region used by the individual due to the Deepwater Horizon Incident. <i>Those who fish or hunt solely for pleasure or sport are not eligible to make claims for subsistence, regardless of whether or not they consume their catch.</i>	Payments will be based on the retail value of the Seafood and Game lost between April 20, 2010 and December 31, 2011. An RTP <sup>*</sup> multiplier will be applied to payments for Loss of Subsistence claims, in part to account for the damage to subsistence family and community customs and culture.
VoO Charter Payment Claim	<ul> <li>Claims for economic loss caused by participation in the VoO program (regardless of whether dispatched or asked to perform work) can be made by those who:</li> <li>Registered to participate in the VoO program;</li> <li>Executed a VoO Master Vessel Charter Agreement; and</li> <li>Completed the initial VoO training program.</li> </ul>	For claimants who were dispatched or asked to perform work in the VoO program, payment amounts will range from \$41,600 to \$88,400, depending on vessel length. For claimants who completed the initial VoO training program but were <u>never</u> dispatched or asked to perform work in the VoO program, payment amounts will range from \$4,800 to \$10,200, depending on vessel length.
Vessel Physical Damage Claim	Individuals and Entities who were owners of an eligible vessel between April 20, 2010 and December 31, 2011 may recover for physical damage resulting from the Deepwater Horizon Incident or certain response clean-up operations, including the cost of removal of equipment or rigging added to an eligible vessel as part of response activities. Payment is not available to claimants who:	Qualifying claimants will receive the reasonable and necessary costs to repair or replace an eligible vessel, whichever is lower.

<sup>\*</sup> The "Risk Transfer Premium" ("RTP") increases the payment amount for certain E&PD Class Members whose losses could be recurring, to account for the risk of future economic losses related to the Deepwater Horizon Incident. The E&PD Settlement specifies RTPs applicable to certain types of industries or claims.

ies who owned or leased coastal real property or boat n geographical areas at any time from April 20, 2010 to can make claims for damage to that property. tal real property located in certain geographic areas, personal property that was physically damaged in e Deepwater Horizon Incident response clean-up claims for Physical Damage. Damage claims can be made by sellers of residential train geographic areas if: ned the property on April 20, 2010; and e property closed between April 21, 2010 and December s sales contract must have been: (1) executed on or after 0, or (2) executed before April 21, 2010, but subject to a n due to the Deepwater Horizon Incident. i al real property from borrowers to lenders as part of a e not included. es who owned wetlands real property located in certain ny time between April 20, 2010 and April 16, 2012, can ands Real Property Damage. of real or personal property, on wetlands real property segraphic areas that was physically damaged by the incident response cleanup operations, can make claims		<ul> <li>Signed a Receipt and Release Letter Agreement for damage reimbursement as part of the VoO program; or</li> <li>Sustained damage to vessels while working for any oil spill response organization or an oil spill removal organization (other than the VoO program, federally-ordered cleanup operations, or other cleanup operations consistent with the National Contingency Plan).</li> </ul>	
<ul> <li>roperty Real Property Sales Damage claims can be made by sellers of residential property located in certain geographic areas if: <ul> <li>The seller owned the property on April 20, 2010; and</li> <li>The sale of the property closed between April 21, 2010 and December 31, 2010. The sales contract must have been: (1) executed on or after April 21, 2010, or (2) executed before April 21, 2010, but subject to a price reduction due to the Deepwater Horizon Incident.</li> <li>Transfers of residential real property from borrowers to lenders as part of a foreclosure process are not included.</li> </ul> </li> <li>Individuals and Entities who owned wetlands real property located in certain make claims for Wetlands Real Property Damage.</li> <li>In addition, owners of real or personal property, on wetlands real property located in certain between the property on wetlands real property located in certain geographic areas that was physically damaged by the Deepwater Horizon Incident response cleanup operations, can make claims</li> </ul>	Coastal Real Property Damage Claim	Individuals and Entities who owned or leased coastal real property or boat slips located in certain geographical areas at any time from April 20, 2010 to December 31, 2010, can make claims for damage to that property. In addition, for coastal real property located in certain geographic areas, owners of real or personal property that was physically damaged in connection with the Deepwater Horizon Incident response clean-up operations can make claims for Physical Damage.	Payment amounts range from 30% to 45% of the 2010 County Appraised Value of the parcel multiplied by 1.18%. For example, if the 2010 County Appraised Value is \$100,000, the payment amount would range from \$35,400 to \$53,100. The Settlement Agreement describes how the 2010 County Appraised Value is determined for each included county ( <i>see</i> Settlement Agreement at Exhibit 11A, Section 2(D)). An RTP <sup>*</sup> multiplier will be applied to payments for Coastal Real Property Damage claims. Payment for Response Operations Physical Damage is equal to the cost to either repair or replace the damaged property, whichever is lower.
<ul> <li>Individuals and Entities who owned wetlands real property located in certain geographic areas at any time between April 20, 2010 and April 16, 2012, can make claims for Wetlands Real Property Damage.</li> <li>In addition, owners of real or personal property, on wetlands real property located in certain geographic areas that was physically damaged by the Deepwater Horizon Incident response cleanup operations, can make claims</li> </ul>	Real Property Sales Damage Claim	<ul> <li>Real Property Sales Damage claims can be made by sellers of residential property located in certain geographic areas if: <ul> <li>The seller owned the property on April 20, 2010; and</li> <li>The sale of the property closed between April 21, 2010 and December 31, 2010. The sales contract must have been: (1) executed on or after April 21, 2010, or (2) executed before April 21, 2010, but subject to a price reduction due to the Deepwater Horizon Incident.</li> </ul> Transfers of residential real property from borrowers to lenders as part of a foreclosure process are not included.</li></ul>	Payment amounts will include 12.5% of the sale price of the qualifying residential property, less any prior compensation that the claimant previously received from BP or the GCCF in connection with the same property. For shared properties, this amount will be divided based on the claimant's ownership interest.
tor Physical Damage.	Wetlands Real Property Damage Claim	Individuals and Entities who owned wetlands real property located in certain geographic areas at any time between April 20, 2010 and April 16, 2012, can make claims for Wetlands Real Property Damage. In addition, owners of real or personal property, on wetlands real property located in certain geographic areas that was physically damaged by the Deepwater Horizon Incident response cleanup operations, can make claims for Physical Damage.	Payments will range between \$4,500 and \$25,000 per acre of certain shoreline or buffer areas based on whether the presence of oil was observed by various official assessments. Payment for Physical Damage is equal to the cost to either repair or replace the damaged property, whichever is lower.

\* The "Risk Transfer Premium" ("RTP") increases the payment amount for certain E&PD Class Members whose losses could be recurring, to account for the risk of future economic losses related to the Deepwater Horizon Incident. The E&PD Settlement specifies RTPs applicable to certain types of industries or claims.

### HOW TO REQUEST A PAYMENT—SUBMITTING A CLAIM FORM

16. How much will an eligible Economic & Property Damages Class Member receive?

The amount of your payment will be based on the type of claim you have (*see* E&PD Settlement Claims Eligibility and Benefits Chart beginning on page 11 of this Notice). Complete information on all of the E&PD Settlement benefits is available on the website.

If you receive a payment for an Economic Damage or Seafood Compensation claim, you may also be eligible for payment of specified professional accounting services used to prepare your claim under a reimbursement framework. Visit the website for information on the accounting services reimbursement process.

If you have questions about how the value of your potential claim will be determined, you can call 1-866-992-6174 for assistance.

### 17. How do I submit a Claim Form to request payment?

If you are an E&PD Class Member, you must complete and submit a Claim Form to request a payment. Each claim category has its own specific Claim Form with detailed instructions, including the types of supporting documentation required. A Claim Form package is available on the website, or can be sent to you by mail by calling 1-866-992-6174.

To submit a Claim Form, you must mail it to the address below or file your Claim online on the website. If you have questions about how to file your claim, you should call 1-866-992-6174 for assistance.

The address for mailing your Claim Form(s) is:

Deepwater Horizon Court-Supervised Settlement PO Box 1439 Hammond, LA 70404-1439

**Claim Offices will also be open across the Gulf Coast to help Class Members file claims**. Please visit the website or call 1-866-992-6174 for the location of the Claim Offices.

**You may be eligible to file a claim under more than one category.** You do not need to submit your claims under all categories at one time. However, once you receive your first payment under the Settlement Program, you must file any and all additional claims within six months from the date of that first payment.

The deadline to submit all Seafood Compensation Claim Forms is 30 days after entry and judgment of the Court's final approval. This deadline is earlier than the claims deadline for all other claims in the E&PD Settlement. The exact date of the claim filing deadline will be posted on the website.

The deadline for filing a Claim Form for all claims other than Seafood Compensation claims is April 22, 2014, or six months after the E&PD Settlement becomes effective (that is, after the Court grants "final approval" and any appeals are resolved), whichever date is later. The exact date of the claim filing deadline will be posted on the website. It is highly recommended that E&PD Class Members complete and submit their Claim Form promptly. If you do not submit a Claim Form on time you will lose the opportunity to apply for a payment from the E&PD Settlement.

### 18. Do I need to submit supporting documentation?

Yes. You will need to include certain supporting documents for your claim to be accepted. Please read the Claim Form instructions carefully. If you have any questions about preparing the Claim Form, call 1-866-992-6174.

19. What if my claim is denied or I am not satisfied with my payment?

The E&PD Settlement provides a process to resolve disagreements about how much money you should get. You will get further details in the letter you receive after your claim has been processed. If your claim is denied, or if you are not satisfied with the amount of your payment, you may file an appeal. In cases of an award above \$25,000, BP also has the right to appeal. The website will have an appeal form and further explanation of the appeals process. Please note that there is no appeals process for some Seafood Compensation claims.

### 20. When will I get my payment?

In general, valid claims will be paid as they are received and approved, except for certain Seafood Compensation claims. Certain Seafood Crew claims for Seafood Compensation will be paid after the Seafood Compensation claim deadline, after all such Seafood Crew claims have been processed.

### 21. What other benefits does the Economic & Property Damages Settlement provide?

The E&PD Settlement includes the creation of a new \$57 million fund to promote tourism and the seafood industry in Gulf Coast areas affected by the Deepwater Horizon Incident.

In addition, BP is giving to the E&PD Class the right to pursue certain claims against Transocean and Halliburton for the benefit of the E&PD Class. If successful, any proceeds from such claims will be used for the benefit of the class in a manner to be approved by the Court.

### 22. What am I giving up to get a payment?

If you accept a payment in the E&PD Settlement, you will give up your right to sue BP or the Released Parties (identified in Section 10 of the Settlement Agreement) regarding all of the claims resolved by the E&PD Settlement, as described more fully in Section 10 of the E&PD Settlement Agreement.

However, you will NOT give up your right to sue BP or any of the Released Parties for any other claims (that is, any claims that were not resolved by the E&PD Settlement.

The full text of the Settlement Agreement is available on the website. **The Settlement Agreement describes the released claims with specific descriptions in legal terminology, so read it carefully.** If you have any questions about the released claims and what they mean, you can talk to the law firms representing the E&PD Class, listed in Question 30 below, for free; or you can, at your own expense, talk to your own lawyer.

### EXCLUDING YOURSELF FROM THE ECONOMIC & PROPERTY DAMAGES CLASS

If you do not want to participate in the E&PD Settlement and you want to keep all of your rights to sue BP and any of the Released Parties about the claims being resolved in the E&PD Settlement, then you must take steps to get out of the E&PD Class. This is called asking to be excluded from, or sometimes called "Opting Out" of, the class.

23. If I do not want to participate in the Economic & Property Damages Settlement, what must I do?

To exclude yourself or your Entity from (or Opt Out of) the E&PD Class, you must mail in a written request stating "I wish to be excluded from the Economic & Property Damages Class." Your written request must also include your printed name, address and phone number, and must be signed by you.

You must mail your written request postmarked by October 1, 2012, to:

Deepwater Horizon Court-Supervised Settlement Exclusions Department PO Box 222 Hammond, LA 70404-0222

You cannot ask to be excluded from the E&PD Settlement on the phone, by email, or on the website.

If you choose to Opt Out of the Economic Class, you must Opt Out for all claims you have that are included in the E&PD Settlement.

# You do <u>not</u> have to Opt Out of the E&PD Settlement in order to preserve or pursue these Reserved Claims:

- Bodily Injury Claims;
- BP Shareholder Claims;
- Moratoria Loss Claims;
- Claims arising from the fishing, processing, selling, catching, or harvesting of menhaden or "pogy" fish;
- Certain Oil & Gas Industry Claims;
- Certain Gaming Industry Claims;
- Certain Banking, Financial and/or Insurance Industry Claims;
  - Economic Damage claims based on employment in the following industries:
    - Banking, Financial and/or Insurance;
    - o Oil & Gas;
    - o Gaming;

•

• Claims for punitive damages against Halliburton and Transocean.

### 24. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself from the E&PD Settlement, you will not be able to make a claim to receive any payment under the E&PD Settlement, and you cannot object to the proposed E&PD Settlement. If you exclude yourself, however, you may sue or be part of a different lawsuit against BP in the future. You will not be bound by anything that happens in this lawsuit.

25. If I exclude myself from the Economic & Property Damages Settlement, can I still make an Oil Pollution Act claim with BP directly?

Yes. Individuals, businesses, and Entities that exclude themselves from the E&PD Settlement may file Oil Pollution Act ("OPA") claims directly with BP. You can get more information about filing an Oil Pollution Act claim directly with BP by visiting www.bp.com/claims or calling 1-855-687-2631.

### 26. If I do not exclude myself, can I sue BP later?

No. If you are an Economic & Property Damages Class Member and you do not exclude yourself, you give up the right to sue BP or any of the Released Parties for the claims that the E&PD Settlement resolves. You can still pursue the Reserved Claims listed in Question 23.

27. If I exclude myself from the Economic & Property Damages Settlement, can I change my mind later?

Yes. You have the right to request to withdraw ("revoke") your decision to Opt Out of the E&PD Settlement as long as you do it by **November 5, 2012**, as described more fully in Section 8 of the E&PD Settlement Agreement. In some cases you may be able to revoke your request to Opt Out of the E&PD Settlement after **November 5, 2012**, but BP must agree to any request received after this date and there is no guarantee they will do so. Please visit the website or call 1-866-992-6174 for details about how to revoke an Opt Out.

### **OBJECTING TO THE SETTLEMENT**

28. How do I tell the Court if I do not like the Economic & Property Damages Settlement?

Only an E&PD Class Member can object to the E&PD Settlement. If you are an E&PD Class Member, you can object to the E&PD Settlement if you do not like all or some part of it. To object, send a letter explaining your objection to the proposed Economic & Property Damages Settlement in *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, MDL No. 2179. Your objection letter must include:

- 1) A detailed statement of each objection being made, including the specific reasons for each objection, and any evidence or legal authority to support each objection;
- 2) Your name, address, and telephone number;
- 3) Written evidence establishing that you are an E&PD Class Member, such as proof of residency, proof of ownership of property, proof of employment, and/or proof of business incorporation and operation; and
- 4) Any supporting papers, materials, or briefs that you want the Court to consider when reviewing the objection.

An E&PD Class Member may also object through an attorney hired at his, her, or its own expense. The attorney will have to file a notice of appearance with the Court by **August 31, 2012**, and serve a copy of the notice and the objection containing the information detailed above on E&PD Class Counsel and BP's Counsel by **August 31, 2012**.

Objections must be sent by first class mail to each of the following addresses postmarked by **August 31**, **2012**. Objections submitted after this date will not be considered.

ECONOMIC & PROPERTY DAMAGES LEAD CLASS COUNSEL	DEFENDANTS' COUNSEL	COURT
James Parkerson Roy <u>Attn</u> : Deepwater Horizon E&PD Settlement Domengeaux Wright Roy & Edwards 556 Jefferson St., Suite 500 P.O. Box 3668 Lafayette, LA 70501 Stephen J. Herman <u>Attn</u> : Deepwater Horizon E&PD Settlement Herman Herman Katz & Cotlar LLP 820 O'Keefe Avenue New Orleans, LA 70113	Richard C. Godfrey, P.C. <u>Attn</u> : Deepwater Horizon E&PD Settlement Kirkland & Ellis LLP 300 North LaSalle Street Chicago, IL 60654	Clerk of Court United States District Court for the Eastern District of Louisiana 500 Poydras Street New Orleans, LA 70130

**Do not call the Court or any Judge's office to object to the E&PD Settlement**. If you have questions, please visit DeepwaterHorizonSettlements.com or call 1-866-992-6174.

29. What is the difference between objecting to, and asking to be excluded from, the Economic & Property Damages Settlement?

Objecting is simply telling the Court that you do not like something about the E&PD Settlement. You can object only if you stay in the E&PD Class. Excluding yourself, also called Opting Out, is telling the Court that you do not want to be part of the E&PD Class. If you exclude yourself, you cannot object to the E&PD Settlement and you will not be eligible to apply for a payment under the E&PD Settlement.

### THE LAWYERS REPRESENTING YOU

### 30. Do I have a lawyer in this case?

The Court has appointed Stephen J. Herman (Lead Class Counsel), James Parkerson Roy (Lead Class Counsel), Brian H. Barr, Jeffery A. Breit, Elizabeth J. Cabraser, Philip F. Cossich, Jr., Robert T. Cunningham, Alphonso Michael Espy, Calvin C. Fayard, Jr., Robin L. Greenwald, Ervin A. Gonzalez, Rhon E. Jones, Matthew E. Lundy, Michael C. Palmintier, Joseph F. Rice, Paul M. Sterbcow, Scott Summy, Mikal C. Watts and Conrad S. P. Williams as "Economic & Property Damages Class Counsel" to represent the E&PD Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### 31. How will the lawyers be paid?

E&PD Class Counsel will ask the Court to consider an award of attorneys' fees, costs, and expenses incurred for the benefit of the entire class, including an interim payment of \$75 million and additional awards equal to 6% of class claims and benefits paid. Class Counsel fees, costs and expenses under the Economic and Property Damages Settlement Agreement and the Medical Settlement Agreement jointly cannot exceed \$600 million.

Class members' payments will not be reduced if the Court approves the payment of Class Counsel fees, costs, and expenses described above because BP will separately pay these attorney fees, costs, and expenses.

### THE COURT'S FAIRNESS HEARING

32. When and where will the Court decide whether to approve this Economic & Property Damages Settlement?

The Court will hold a Fairness Hearing at **8:30 a.m.** on **November 8, 2012**, at the United States District Court for the Eastern District of Louisiana, Court Room No. C268, 500 Poydras Street, New Orleans, LA 70130. At the Fairness Hearing, the Court will consider whether the proposed E&PD Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for fees, costs and expenses described in Question 31.

If there are objections to the E&PD Settlement, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the E&PD Settlement and how much to award to Economic & Property Damages Class Counsel as fees, costs and expenses.

The Fairness Hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the website for updated information.

### 33. Do I have to come to the Fairness Hearing?

No. E&PD Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it.

If you, or an attorney you have hired at your own expense, wish to speak at the Fairness Hearing, you must by **August 31, 2012**, file with the Court and send by first-class mail to E&PD Class Counsel and BP's Counsel at the addresses listed in Question 28, a written notice of your intention to speak at the Fairness Hearing. Be sure to include your name, address, telephone number, and your signature.

**Do not call the Court or any Judge's office to get more information about the E&PD Settlement**. If you have questions, please visit the website or call 1-866-992-6174.

### IF YOU DO NOTHING

### 34. What happens if I do nothing?

If you are an E&PD Class Member and do nothing, you will not get a payment from this E&PD Settlement. And, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against BP or the Released Parties about the claims being released by the E&PD Settlement.

However, even if you take no action, you will keep your right to sue BP or any of the Released Parties for any other claims not resolved by the E&PD Settlement. These "Reserved Claims" are listed under Question 23 and are described in the E&PD Settlement Agreement and on the website.

### **GETTING MORE INFORMATION**

35. How do I get more information?

This Notice summarizes the proposed E&PD Settlement. More details are in the E&PD Settlement Agreement. You can get a copy of the E&PD Settlement Agreement on the website. You also may write with questions to Deepwater Horizon Court-Supervised Settlement, PO Box 1439, Hammond, LA 70404-1439 or send an e-mail to questions@DeepwaterHorizonEconomicSettlement.com. You can get a Claim Form on the website, or have a Claim Form mailed to you by calling 1-866-992-6174.

**Do not call the Court or any Judge's office to get more information about the E&PD Settlement**. If you have questions, please visit the website or call 1-866-992-6174.

### **Zone Overview Maps**

The following maps provide an overview of geographic "Zones" included in the Economic and Property Damages Settlement. Visit the Settlement website to access detailed maps and related descriptions. The website also has an online mapping tool to help you determine whether a geographic location may be included in one or more of these Zones.

## **Economic Loss**



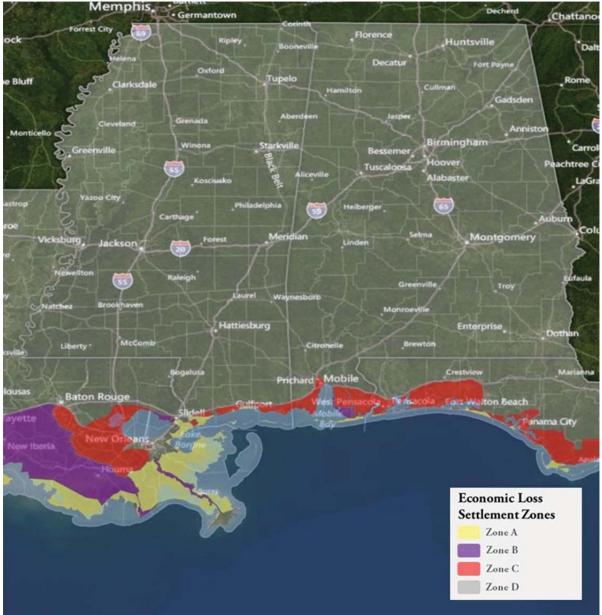
### **Texas and Louisiana**

Questions? Visit DeepwaterHorizonSettlements.com or call 1-866-992-6174

### **Zone Overview Maps**

# **Economic Loss**

### Mississippi and Alabama



### **Zone Overview Maps**

## **Economic Loss**

### Florida



Questions? Visit DeepwaterHorizonSettlements.com or call 1-866-992-6174

### **Zone Overview Maps**

# Coastal Real Property Damage and Real Property Sales Damage

Louisiana



### **Mississippi and Alabama**



Florida Panhandle



### **Zone Overview Maps**

# Wetlands Real Property Damage

### Louisiana Western



### Louisiana Eastern



Questions? Visit DeepwaterHorizonSettlements.com or call 1-866-992-6174

### **Zone Overview Maps**

### **Specified Gulf Waters**

