

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

In Re: Oil Spill by the Oil Rig “Deepwater
Horizon” in the Gulf of Mexico, on
April 20, 2010

* MDL NO. 2179
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* SECTION: J
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* HONORABLE CARL J. BARBIER
*
* MAGISTRATE JUDGE SHUSHAN
*
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Plaisance, *et al.*, individually
and on behalf of the Medical
Benefits Settlement Class,

Plaintiffs,

v.

BP Exploration & Production Inc., *et al.*,

Defendants.

* NO. 12-CV-968
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* SECTION: J
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* HONORABLE CARL J. BARBIER
*
* MAGISTRATE JUDGE SHUSHAN
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**NOTICE OF FILING OF THE MEDICAL BENEFITS CLASS ACTION
SETTLEMENT AGREEMENT AS AMENDED ON MAY 1, 2012, AND
AS PRELIMINARILY APPROVED BY THE COURT ON MAY 2, 2012**

PLEASE TAKE NOTICE that the Medical Benefits Class Representatives and BP Exploration & Production Inc. and BP America Production Company hereby file into the record the Medical Benefits Class Action Settlement Agreement as amended on May 1, 2012, and as preliminarily approved by the Court on May 2, 2012.

May 3, 2012

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing pleading has been served on All Counsel by electronically uploading the same to Lexis Nexis File & Serve in accordance with Pretrial Order No. 12, and that the foregoing was electronically filed with the Clerk of Court of the United States District Court for the Eastern District of Louisiana by using the CM/ECF System, which will send a notice of electronic filing in accordance with the procedures established in MDL 2179, on this 3rd day of May, 2012.

/s/ Don K. Haycraft

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

**In Re: Oil Spill by the Oil Rig “Deepwater
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**DEEPWATER HORIZON MEDICAL BENEFITS CLASS ACTION
SETTLEMENT AGREEMENT, as Amended on May 1, 2012**

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**MEDICAL BENEFITS CLASS ACTION
SETTLEMENT AGREEMENT**

(subject to COURT approval)

PREAMBLE

This MEDICAL BENEFITS CLASS ACTION SETTLEMENT AGREEMENT, dated as of April 18, 2012, and as amended from time to time (“MEDICAL SETTLEMENT AGREEMENT”), is made and entered into by and among defendants BP Exploration & Production Inc. and BP America Production Company (collectively “BP”), by and through their attorneys, and the MEDICAL BENEFITS CLASS REPRESENTATIVES, individually and on behalf of the MEDICAL BENEFITS SETTLEMENT CLASS, by and through the MEDICAL BENEFITS CLASS COUNSEL. This MEDICAL SETTLEMENT AGREEMENT is intended by the PARTIES fully, finally, and forever to resolve, discharge, and settle all RELEASED CLAIMS against the RELEASED PARTIES, as set forth below, subject to review and approval by the COURT.¹

RECITALS

A. BP Exploration & Production Inc. and BP America Production Company are corporations organized under the laws of the State of Delaware and are engaged in the business of oil and gas exploration, production, and/or development.

B. The MEDICAL BENEFITS CLASS REPRESENTATIVES are the named plaintiffs in the MEDICAL CLASS ACTION COMPLAINT in the action entitled *Plaisance, et al. v. BP Exploration & Production Inc., et al.*, filed on April 16, 2012, in the COURT.

¹ Terms that appear in capital letters are defined terms, and such definitions apply throughout this MEDICAL SETTLEMENT AGREEMENT.

C. The MEDICAL BENEFITS CLASS REPRESENTATIVES allege in the MEDICAL CLASS ACTION COMPLAINT claims for compensatory and punitive damages and declaratory relief, brought under federal and maritime law for negligence, negligence *per se*, gross negligence, willful misconduct, and strict liability for personal injury and/or bodily injury, later-manifested injury, progression of existing injury, damage, disease, mental or physical pain or suffering, emotional or mental harm or anguish. The MEDICAL BENEFITS CLASS REPRESENTATIVES believe that they would prevail if their claims were litigated to a conclusion.

D. BP denies the MEDICAL BENEFITS CLASS REPRESENTATIVES' allegations and has raised various legal, affirmative, and other defenses. BP denies any liability to the MEDICAL BENEFITS CLASS REPRESENTATIVES, the MEDICAL BENEFITS SETTLEMENT CLASS, and any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for any claims, causes of action, costs, expenses, attorneys' fees, or damages of any kind, and believes that it would prevail if such claims were litigated to a conclusion.

E. The PARTIES have engaged in, and continue to engage in, substantial discovery and fact gathering to evaluate the merits of the MEDICAL BENEFITS CLASS REPRESENTATIVES' claims and BP'S defenses. At the time of the execution of this MEDICAL SETTLEMENT AGREEMENT, such discovery and fact gathering was and is ongoing and not yet completed. Nevertheless, the PARTIES have investigated the facts and analyzed the legal issues surrounding the MEDICAL BENEFITS CLASS REPRESENTATIVES' claims and BP'S defenses.

F. After careful consideration, the MEDICAL BENEFITS CLASS REPRESENTATIVES and MEDICAL BENEFITS CLASS COUNSEL have concluded that it is

in the best interests of the MEDICAL BENEFITS CLASS REPRESENTATIVES and the MEDICAL BENEFITS SETTLEMENT CLASS to compromise and settle all RELEASED CLAIMS asserted by the MEDICAL BENEFITS SETTLEMENT CLASS against the RELEASED PARTIES in consideration of the terms and benefits of this MEDICAL SETTLEMENT AGREEMENT. After arms' length negotiations with BP'S COUNSEL, the MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS CLASS COUNSEL have considered, among other things: (1) the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of discovery completed; (3) the potential for the MEDICAL BENEFITS CLASS REPRESENTATIVES and the MEDICAL BENEFITS SETTLEMENT CLASS or BP to prevail on the merits; and (4) the range of possible recovery, and have determined this MEDICAL SETTLEMENT AGREEMENT is fair, reasonable, adequate, and in the best interests of the MEDICAL BENEFITS CLASS REPRESENTATIVES and the MEDICAL BENEFITS SETTLEMENT CLASS.

G. BP has concluded, in light of the costs, risks, burden, and delay of litigation, that this MEDICAL BENEFITS CLASS ACTION SETTLEMENT in this complex putative class action litigation is appropriate. In this regard, BP and BP'S COUNSEL agree that this settlement is a fair, reasonable, and adequate resolution of the RELEASED CLAIMS. BP reached this conclusion after considering the factual and legal issues relating to the *DEEPWATER HORIZON* INCIDENT, the substantial benefits of this MEDICAL BENEFITS CLASS ACTION SETTLEMENT, the expense that would be necessary to defend claims by MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of BP to

conduct its business unhampered by the distraction of continued litigation over RELEASED CLAIMS.

H. The PARTIES desire to settle, compromise, and resolve fully all claims falling within the definition of RELEASED CLAIMS that were brought or could have been brought by the MEDICAL BENEFITS CLASS REPRESENTATIVES or any member of the MEDICAL BENEFITS SETTLEMENT CLASS in the COURT, in any other federal court, in any state court, or in any other tribunal or forum.

I. The PARTIES desire and intend to seek COURT review and approval of the settlement set forth in this MEDICAL SETTLEMENT AGREEMENT, and, upon COURT approval, the PARTIES intend to seek a FINAL ORDER AND JUDGMENT from the COURT dismissing with prejudice the MEDICAL CLASS ACTION COMPLAINT as to all RELEASED PARTIES, ordering the dismissal of all RELEASED CLAIMS of the MEDICAL BENEFITS CLASS REPRESENTATIVES, the MEDICAL BENEFITS SETTLEMENT CLASS, and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, and ordering the dismissal with prejudice of RELATED CLAIMS.

NOW THEREFORE, it is agreed that the foregoing recitals are hereby expressly incorporated into this MEDICAL SETTLEMENT AGREEMENT and made a part hereof and further, that in consideration of the agreements, promises, and mutual covenants set forth in this MEDICAL SETTLEMENT AGREEMENT, including the RELEASE in Section XVI, the entry by the COURT of a FINAL ORDER AND JUDGMENT dismissing the MEDICAL CLASS ACTION COMPLAINT with prejudice and approving the terms and conditions of the settlement as set forth in this MEDICAL SETTLEMENT AGREEMENT, and for such other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this action shall be settled and compromised under the following terms and conditions:

I. CLASS DEFINITION

A. MEDICAL BENEFITS SETTLEMENT CLASS shall mean all NATURAL PERSONS who resided in the United States as of April 16, 2012, and who:

1) Worked as CLEAN-UP WORKERS at any time between April 20, 2010, and April 16, 2012; or

2) Resided in ZONE A for some time on each of at least sixty days between April 20, 2010, and September 30, 2010 (“ZONE A RESIDENT”), and developed one or more SPECIFIED PHYSICAL CONDITIONS between April 20, 2010, and September 30, 2010; or

3) Resided in ZONE B for some time on each of at least sixty days between April 20, 2010, and December 31, 2010 (“ZONE B RESIDENT”).

B. Excluded from the MEDICAL BENEFITS SETTLEMENT CLASS are the following:

1) Any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who timely and properly elects to be excluded from the MEDICAL BENEFITS SETTLEMENT CLASS (“OPT OUTS”);

2) Any person employed by BP ENTITIES at any time between April 20, 2010, and April 16, 2012;

3) The COURT, including any sitting judges on the United States District Court for the Eastern District of Louisiana and their law clerks serving on or after April 20, 2010, through April 16, 2012;

4) Any person who was on the *Deepwater Horizon* on April 20, 2010;

5) Any person who has previously asserted and released his or her claims against BP relating to any illnesses or injuries allegedly suffered as a result of exposure to oil, other hydrocarbons, or other substances released from the MC252 WELL and/or the *Deepwater*

Horizon and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES, including those persons who have provided final releases to the GCCF in exchange for payment from the GCCF for such illnesses or injuries; and

6) Any person who is a ZONE A RESIDENT or a ZONE B RESIDENT, but not a CLEAN-UP WORKER, and who worked in one or more of the following capacities for a cumulative duration of at least five years prior to April 20, 2010:

a) Cleaning or reconditioning of the tanks or holds of barges, tankers or lighters, tanker trucks, tanker rail cars, or any other tank (stationary or mobile) used to hold hydrocarbons or petrochemicals;

b) Storage, handling, or cleaning of naturally occurring radioactive materials (“NORMs”), including radionuclides;

c) Storage, transportation, distribution, or dispensing of gasoline, diesel, jet fuel, kerosene, motor fuels, or other hydrocarbon-based fuels at any bulk storage facility (not including gas stations or gas station convenience stores), bulk plant, or bulk terminal facility that stores hydrocarbons or petrochemicals;

d) Loading or unloading bulk crude oil or petroleum hydrocarbons onto or from trucks, ships, barges, or other vessels; or

e) Tar distillation.

II. DEFINITIONS

For purposes of this MEDICAL SETTLEMENT AGREEMENT, the following terms (designated by capitalization throughout this MEDICAL SETTLEMENT AGREEMENT) shall have the meanings set forth below:

A. ACTUAL HOSPITAL EXPENSES shall mean those expenses incurred by or on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for treatment while hospitalized for an ACUTE CONDITION or CHRONIC CONDITION where the hospitalization occurred within the timeframe set forth on the SPECIFIED PHYSICAL CONDITIONS MATRIX; provided, however, that where the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER was diagnosed with or treated for a condition other than an ACUTE CONDITION or CHRONIC CONDITION, the costs incurred in connection with such diagnosis or treatment are not ACTUAL HOSPITAL EXPENSES. In no case shall ACTUAL HOSPITAL EXPENSES exceed the actual amount paid for the medical item, service, and/or prescription drug by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, any insurer, GOVERNMENT PAYER, or OTHER PAYER/PROVIDER as satisfaction in full for the claim, whether under a negotiated payment rate or otherwise.

B. ACUTE CONDITION shall mean those SPECIFIED PHYSICAL CONDITIONS compensable on levels A1, A2, A3, and A4 of the SPECIFIED PHYSICAL CONDITIONS MATRIX.

C. ADMINISTRATIVE BUDGET shall mean the administrative expense budget to be developed by the CLAIMS ADMINISTRATOR.

D. ADMINISTRATIVE EXPENSES shall mean the SETTLEMENT COSTS described in Section XXII.D.3.

E. ADMINISTRATIVE FUND shall mean the fund described in Section XXII.D.3.

F. AFFILIATE shall mean with respect to any person or entity, any other person or entity that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity.

G. AUTHORIZED REPRESENTATIVE shall mean, as to a NATURAL PERSON who is (1) a minor, (2) lacking capacity or incompetent, or (3) an estate of a deceased human being, that NATURAL PERSON'S guardian, conservator, tutor, executor, personal representative, administrator, or other representative authorized under or by operation of applicable law to protect the rights and interests of that NATURAL PERSON.

H. BACK-END LITIGATION OPTION shall mean the right of certain MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS to bring a lawsuit against a BACK-END LITIGATION OPTION DEFENDANT for a LATER-MANIFESTED PHYSICAL CONDITION, subject to the terms and conditions of Section VIII.

I. BACK-END LITIGATION OPTION DEFENDANT shall mean a BP defendant (i) that a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER has named in a NOTICE OF INTENT TO SUE, (ii) that either does not exercise its option to mediate or exercises its option to mediate and the mediation does not resolve the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim, and (iii) that the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER names as a defendant in a BACK-END LITIGATION OPTION LAWSUIT.

J. BACK-END LITIGATION OPTION LAWSUIT shall mean that lawsuit brought by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER against a BACK-END LITIGATION OPTION DEFENDANT for a LATER-MANIFESTED PHYSICAL CONDITION, in accordance with the provisions of Section VIII.

K. BP shall mean BP Exploration & Production Inc. and BP America Production Company and their respective successors or assigns.

L. BP ENTITIES shall mean 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.

M. BP'S COUNSEL shall mean Kirkland & Ellis LLP, Arnold & Porter LLP, and Liskow & Lewis.

N. CHECK CASHING ARRANGEMENT shall mean the agreement between the LEAD PAYING AGENT and the GULF REGION BANK that provides that checks drawn on the GENERAL MEDICAL CLAIMS FUND will be eligible to be cashed or deposited in branches of the GULF REGION BANK, as described in Section XXII.N.

O. CHRONIC CONDITION shall mean those SPECIFIED PHYSICAL CONDITIONS compensable on level B1 of the SPECIFIED PHYSICAL CONDITIONS MATRIX.

P. CLAIMS ADMINISTRATOR shall mean that person or entity selected by the MEDICAL BENEFITS CLASS COUNSEL and BP and approved by the COURT who shall implement and administer this MEDICAL BENEFITS CLASS ACTION SETTLEMENT according to its terms and procedures for the benefit of the MEDICAL BENEFITS

SETTLEMENT CLASS, including: the collection, identification, and tabulation of any OPT OUTS; the transmission to BP'S COUNSEL and the MEDICAL BENEFITS CLASS COUNSEL of the identity and number of OPT OUTS; processing all claims for compensation for SPECIFIED PHYSICAL CONDITIONS and paying all qualifying claims; processing all claims for participation in the PERIODIC MEDICAL CONSULTATION PROGRAM and administering that program; performing administrative tasks relating to the BACK-END LITIGATION OPTION and related mediations; administering the GULF REGION HEALTH OUTREACH PROGRAM; making periodic reports to the COURT, BP'S COUNSEL, and MEDICAL BENEFITS CLASS COUNSEL; assisting in implementation of the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE PLAN; and administering the process for the identification and satisfaction of liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type by GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAMS, and OTHER PAYERS/PROVIDERS and reporting to CMS and state agencies.

Q. CLEAN-UP WORKERS shall mean all NATURAL PERSONS who performed RESPONSE ACTIVITIES, including:

- 1) Captains, crew, and other workers employed under the Vessels of Opportunity ("VoO") program who performed RESPONSE ACTIVITIES;
- 2) Workers employed to perform the decontamination of vessels involved in RESPONSE ACTIVITIES;
- 3) Captains, crew, and other workers on vessels other than VoO who performed RESPONSE ACTIVITIES;
- 4) Onshore personnel employed to perform RESPONSE ACTIVITIES; and

5) Persons involved in the recovery, transport, and decontamination of wildlife affected by the *DEEPWATER HORIZON* INCIDENT.

R. CMS shall mean the Centers for Medicare & Medicaid Services, the agency within the United States Department of Health and Human Services responsible for administration of the MEDICARE PROGRAM and the MEDICAID PROGRAM.

S. COMMUNITY HEALTH WORKERS TRAINING PROJECT shall mean the project described in Section IX.C.2.c and Exhibit 15.

T. COMPENSATORY DAMAGES, as used in Section XVII, shall mean any and all forms of damages, known or unknown, 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, for: (1) personal injury or bodily injury (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), and any progression and/or exacerbation of personal injury or bodily injury, or wrongful death and/or survival actions as a result thereof; (2) loss of support, services, consortium, companionship, society or affection, or damage to familial relations arising out of any personal injury or bodily injury (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life) to another person, and any progression and/or exacerbation of personal injury or bodily injury to another person, or wrongful death and/or survival actions as a result thereof; (3) increased risk, possibility, or fear of suffering in the future from any disease, injury, illness, emotional or mental harm, condition, or death; and (4) medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed conditions. COMPENSATORY DAMAGES do not include and may not be interpreted to have any overlap with punitive, exemplary, multiple, or non-compensatory

damages. The PARTIES further acknowledge and agree that the term COMPENSATORY DAMAGES as defined and used herein does not limit the total relevant amounts to be used for the calculation of punitive or other non-compensatory damages in any current or future litigation pursued by the MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS.

U. COURT shall mean the United States District Court for the Eastern District of Louisiana, Judge Carl Barbier, presiding in *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179.

V. 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 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, for: (1) personal injury or bodily injury (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), and any progression and/or exacerbation of personal injury or bodily injury, or wrongful death and/or survival actions as a result thereof; (2) loss of support, services, consortium, companionship, society or affection, or damage to familial relations arising out of any personal injury or bodily injury (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life) to another person, and any progression and/or exacerbation of personal injury or bodily injury to another

person, or wrongful death and/or survival actions as a result thereof; (3) increased risk, possibility, or fear of suffering in the future from any disease, injury, illness, emotional or mental harm, condition, or death; and (4) medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed conditions.

W. DATA DISCLOSURE FORM shall mean that document, substantially in the form of Exhibit 1, that a NATURAL PERSON shall use to request information from the CLAIMS ADMINISTRATOR in accordance with Section XXI.B.3.b.

X. DEEPWATER HORIZON INCIDENT shall mean 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, and (vi) RESPONSE ACTIVITIES.

Y. DEFECT shall mean any failure of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to provide required information or documentation to the CLAIMS ADMINISTRATOR in accordance with Sections VI, VII, or VIII.

Z. DWH TRUST shall mean the irrevocable common law trust established under Delaware law pursuant to 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.

AA. DWH TRUST AGREEMENT shall mean the agreement dated August 6, 2010, establishing the DWH TRUST.

BB. EFFECTIVE DATE shall mean (1) if no appeal is perfected or sought, the day following the expiration of the deadline for appealing the entry by the COURT of the FINAL ORDER AND JUDGMENT, (2) the day following the date all appellate courts with jurisdiction affirm the FINAL ORDER AND JUDGMENT or all such appeals are dismissed or denied, or (3) such date as MEDICAL BENEFITS CLASS COUNSEL and BP otherwise agree in writing.

CC. ENVIRONMENTAL HEALTH CAPACITY AND LITERACY PROJECT shall mean the project described in Section IX.C.2.d and Exhibit 16.

DD. FAIRNESS HEARING shall be the hearing scheduled by the COURT to consider the fairness, reasonableness, and adequacy of this MEDICAL SETTLEMENT AGREEMENT under Rule 23(e)(2) of the Federal Rules of Civil Procedure and to determine whether a FINAL ORDER AND JUDGMENT should be entered.

EE. FINAL ORDER AND JUDGMENT shall mean that order entered by the COURT, described in Section XVIII.

FF. FUNDS shall, collectively, mean the MEDICAL SETTLEMENT TRUST ACCOUNT, the GENERAL MEDICAL CLAIMS FUND, the GULF REGION HEALTH OUTREACH PROJECTS FUND, and the ADMINISTRATIVE FUND.

GG. GCCF shall mean the Gulf Coast Claims Facility.

HH. GENERAL MEDICAL CLAIMS FUND shall mean the fund described in Section XXII.D.2.

II. GOVERNMENTAL PAYER shall mean any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs, including but not limited to the MEDICARE PROGRAM, the MEDICAID PROGRAM, TRICARE, the Department of Veterans

Affairs, and the Department of Indian Health Services; provided, however, that the term GOVERNMENTAL PAYER shall not include MEDICARE PART C OR PART D PROGRAMS or OTHER PAYERS/PROVIDERS.

JJ. GRANT AGREEMENT shall mean an agreement substantially in the form of Exhibit 2, to be executed by each grantee for a GULF REGION HEALTH OUTREACH PROJECT.

KK. GUARDIAN AD LITEM shall mean that person nominated by the agreement of BP and MEDICAL BENEFITS CLASS COUNSEL and approved by the COURT to perform the duties set forth in Section III.C.

LL. GULF REGION BANK shall mean one or more federally insured depository institutions with branch locations throughout the Gulf Region.

MM. GULF REGION HEALTH OUTREACH PROGRAM shall mean the program described in Section IX.

NN. GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE shall mean the body described in Section IX.G.

OO. GULF REGION HEALTH OUTREACH PROJECTS shall mean the COMMUNITY HEALTH WORKERS TRAINING PROJECT, the ENVIRONMENTAL HEALTH CAPACITY AND LITERACY PROJECT, the MENTAL AND BEHAVIORAL HEALTH CAPACITY PROJECT, and the PRIMARY CARE CAPACITY PROJECT.

PP. GULF REGION HEALTH OUTREACH PROJECTS FUND shall mean the fund described in Section XXII.D.1.

QQ. GULF REGION HEALTH OUTREACH PROJECTS LIBRARY shall mean the library described in Section IX.H.

RR. HALLIBURTON shall mean Halliburton Energy Services, Inc. and all and any of its AFFILIATES, other than any person or entity that is also an AFFILIATE of any of the RELEASED PARTIES as of April 16, 2012.

SS. 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.

TT. HIPAA shall mean the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936 (1996) and the implementing regulations issued thereunder, 45 C.F.R. Parts 160, 162, and 164, and shall incorporate by reference the provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009)) pertaining to PROTECTED HEALTH INFORMATION.

UU. INTERIM CLASS COUNSEL shall mean James P. Roy and Stephen J. Herman.

VV. LATER-MANIFESTED PHYSICAL CONDITION shall mean a physical condition that is first diagnosed in a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER

after April 16, 2012, and which is claimed to have resulted from such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S exposure to oil, other hydrocarbons, or other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or exposure to dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES, where such exposure occurred on or prior to September 30, 2010, for ZONE A RESIDENTS; on or prior to December 31, 2010, for ZONE B RESIDENTS; and on or prior to April 16, 2012, for CLEAN-UP WORKERS.

WW. LEAD PAYING AGENT shall mean the entity as described in Section XXIII.L and N.

XX. LIBRARY MATERIALS shall mean the materials for the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY described in Section IX.H.

YY. MC252 WELL shall mean 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.

ZZ. MEDIATION INFORMATION FORM shall mean that document, substantially in the form of Exhibit 3, to be submitted to the CLAIMS ADMINISTRATOR by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER claiming a LATER-MANIFESTED PHYSICAL CONDITION where a BP defendant has requested that a mediation take place.

AAA. MEDICAID PROGRAM shall mean the federal program administered by the states under which certain medical items, services, and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. § 1396-1, *et seq.*

BBB. MEDICAL BENEFITS CLASS ACTION SETTLEMENT shall mean that settlement contemplated under this MEDICAL SETTLEMENT AGREEMENT.

CCC. MEDICAL BENEFITS CLASS COUNSEL shall mean INTERIM CLASS COUNSEL and, upon appointment, such other counsel as the COURT may appoint to represent the MEDICAL BENEFITS SETTLEMENT CLASS. Upon appointment, INTERIM CLASS COUNSEL shall serve as Lead Class Counsel.

DDD. MEDICAL BENEFITS CLASS REPRESENTATIVES shall mean Kip Plaisance, Jason Perkins, Camille Warren, Christian Pizani, Max Plaisance, Benjamin Judah Barbee, Cornelius Divinity, Janice Brown, Carlton Caster, George Baker, and Duffy Hall, or such other or different persons as may be designated by the COURT as the representatives of the MEDICAL BENEFITS SETTLEMENT CLASS.

EEE. MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall mean each NATURAL PERSON who is a member of the MEDICAL BENEFITS SETTLEMENT CLASS.

FFF. MEDICAL BENEFITS SETTLEMENT CLASS NOTICE shall mean that notice described in Section XI.

GGG. MEDICAL BENEFITS SETTLEMENT CLASS NOTICE AGENT shall mean that person or entity who shall implement the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE PLAN and who shall be responsible for the publication and giving of notice to the MEDICAL BENEFITS SETTLEMENT CLASS.

HHH. MEDICAL BENEFITS SETTLEMENT CLASS NOTICE PLAN shall mean that which sets forth the methods, timetable, and responsibilities for providing notice of this MEDICAL BENEFITS CLASS ACTION SETTLEMENT to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS.

III. MEDICAL CLASS ACTION COMPLAINT shall mean the complaint captioned “*Plaisance, et al. v. BP Exploration & Production Inc., et al.*” filed in the COURT on April 16, 2012.

JJJ. MEDICAL SETTLEMENT TRUST shall mean the trust described in Section XXII.C and D to be established for the purpose of paying SETTLEMENT COSTS.

KKK. MEDICAL SETTLEMENT TRUST ACCOUNT shall mean that account created under the MEDICAL SETTLEMENT TRUST AGREEMENT and held by the trustee and the directed trustee of the MEDICAL SETTLEMENT TRUST into which BP shall make payments pursuant to Section XXII of this MEDICAL SETTLEMENT AGREEMENT.

LLL. MEDICAL SETTLEMENT TRUST AGREEMENT shall mean the agreement that will establish the MEDICAL SETTLEMENT TRUST and entered into among BP, the MEDICAL BENEFITS CLASS COUNSEL, the CLAIMS ADMINISTRATOR, and the trustee and the directed trustee of the MEDICAL SETTLEMENT TRUST AGREEMENT.

MMM. MEDICARE PART C OR PART D PROGRAM shall mean the program (or programs) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits are administered by private entities that contract with CMS.

NNN. MEDICARE PROGRAM shall mean the Medicare Parts A and B federal program administered by CMS under which certain medical items, services, and/or prescription drugs are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. § 1395, *et seq.*

OOO. MENTAL AND BEHAVIORAL HEALTH CAPACITY PROJECT shall mean the project described in Section IX.C.2.b. and Exhibit 14.

PPP. MONTHLY ESTIMATE shall mean the monthly process described in Section XXII.G by which the CLAIMS ADMINISTRATOR will provide BP with an amount that BP shall contribute to the GENERAL MEDICAL CLAIMS FUND.

QQQ. MSP shall mean the Medicare Secondary Payer Act, set forth at 42 U.S.C. § 1395y(b), as amended from time to time.

RRR. MSP LAWS shall mean the MSP and implementing regulations, including but not limited to 42 C.F.R. Part 411 Subparts B - H, 42 C.F.R. § 422.108 (Medicare Part C regulations), and 42 C.F.R. § 423.462 (Medicare Part D regulations), and other applicable written CMS guidance.

SSS. NATURAL PERSON shall mean a human being and, in the case of a human being who died on or after April 20, 2010, shall include such human being's estate. For purposes of this MEDICAL SETTLEMENT AGREEMENT, a NATURAL PERSON who is (1) a minor, (2) lacking capacity or incompetent, or (3) an estate of a deceased human being shall be deemed to act through his, her, or its AUTHORIZED REPRESENTATIVE.

TTT. NOTICE OF DEFECT shall mean that document that the CLAIMS ADMINISTRATOR shall send to any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER whose PROOF OF CLAIM FORM or NOTICE OF INTENT TO SUE contains a DEFECT.

UUU. NOTICE OF INTENT TO SUE shall mean that document, substantially in the form of Exhibit 4, to be submitted to the CLAIMS ADMINISTRATOR by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER seeking to bring a BACK-END LITIGATION OPTION LAWSUIT.

VVV. OPT OUT shall mean the process by which any NATURAL PERSON included in the MEDICAL BENEFITS SETTLEMENT CLASS exercises his or her right to exclude himself or herself from the MEDICAL BENEFITS SETTLEMENT CLASS in accordance with Fed. R. Civ. P. 23(c)(2).

WWW. OPT OUTS shall mean those NATURAL PERSONS included in the MEDICAL BENEFITS SETTLEMENT CLASS definition who have timely and properly exercised their rights to OPT OUT and therefore are not MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS.

XXX. OTHER PARTY shall mean every person, entity, or party other than the RELEASED PARTIES.

YYY. OTHER PAYER/PROVIDER shall mean any healthcare provider, employer, workers' compensation carrier (including a state workers' compensation fund), group health plan, non-group health plan, insurer, Federal Employees Health Benefit plan (such as Blue Cross Federal or Blue 365), or other entity (other than a GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER), that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

ZZZ. OTHER RELEASED PARTIES shall mean those persons, entities, divisions, and business units listed on Exhibit 6. Notwithstanding anything herein to the contrary, in no event shall any of the following be deemed to be a RELEASED PARTY: TRANSOCEAN or HALLIBURTON. The MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS SETTLEMENT

CLASS MEMBERS specifically reserve its and their rights for punitive and exemplary damages against TRANSOCEAN and HALLIBURTON subject to Section XVII.

AAAA. PARTIES shall mean the MEDICAL BENEFITS CLASS REPRESENTATIVES, individually and on behalf of the MEDICAL BENEFITS SETTLEMENT CLASS, and BP.

BBBB. PAYING AGENT AGREEMENT shall mean the agreement described in Section XXII.N.

CCCC. PERIODIC MEDICAL CONSULTATION PROGRAM shall mean that program described in Section VII and Exhibit 12.

DDDD. PHYSICIAN'S CERTIFICATION FORM shall mean that document attached as Appendix C to the NOTICE OF INTENT TO SUE, and described in Section XXI.I.7.

EEEE. PLAINTIFFS' STEERING COMMITTEE or PSC shall mean those counsel appointed to the PLAINTIFFS' STEERING COMMITTEE by the COURT, in its Pretrial Order No. 46, dated October 5, 2011 (Doc. 4226) in MDL 2179.

FFFF. PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER shall mean an order entered by the COURT.

GGGG. PRIMARY CARE CAPACITY PROJECT shall mean the project described in Section IX.C.2.a and Exhibit 13.

HHHH. PROOF OF CLAIM FORM shall mean that document, substantially in the form of Exhibit 5, to be submitted under penalty of perjury to the CLAIMS ADMINISTRATOR by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER applying for compensation for a SPECIFIED PHYSICAL CONDITION and/or participation in the PERIODIC MEDICAL CONSULTATION PROGRAM.

III. PROTECTED HEALTH INFORMATION shall mean individually identifiable health information, as defined in 45 C.F.R. § 160.103.

JJJJ. RELATED CLAIMS shall mean all claims brought by MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS against RELEASED PARTIES pending in the COURT, in any other federal court, in any state court, or in any other tribunal or forum that are covered by the RELEASE set forth in Section XVI.

KKKK. RELEASE shall mean those terms of this MEDICAL SETTLEMENT AGREEMENT set forth in Section XVI.

LLLL. RELEASED CLAIMS shall mean those claims described in Section XVI.

MMMM. RELEASED PARTIES for purposes of the RELEASED CLAIMS shall mean (i) the BP ENTITIES (including all persons, entities, subsidiaries, divisions, and business units comprised thereby), together with (ii) the DWH TRUST, (iii) the persons, entities, divisions, and business units listed on Exhibit 6 (“OTHER RELEASED PARTIES”); (iv) each of the BP ENTITIES 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, and assigns; and (v) any natural, legal, or juridical person or entity acting on behalf of or having liability in respect of the BP ENTITIES or the OTHER RELEASED PARTIES, in their respective capacities as such; and, as to (i)-(v) above, each of their respective AFFILIATES, including their AFFILIATES’ officers, directors, shareholders, employees, and agents. RELEASED PARTIES shall 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. The MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS specifically reserve its and their rights for punitive and exemplary damages against TRANSOCEAN and HALLIBURTON subject to Section XVII.

NNNN. REQUEST FOR REVIEW FORM shall mean that document, substantially in the form of Exhibit 7, that a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall use to request a one-time review of a denial of his or her claim in accordance with Section V.M.

OOOO. RESPONSE ACTIVITIES shall mean the clean-up, remediation efforts, and all other responsive actions (including the use and handling of dispersants) relating to the release of oil, other hydrocarbons, and other substances from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances that were done under the auspices of the Unified Command, BP, or a federal, state, or local authority.

PPPP. SETTLEMENT BENEFITS shall mean those benefits that qualifying MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS may receive under the terms of the MEDICAL SETTLEMENT AGREEMENT, including compensation for SPECIFIED PHYSICAL CONDITIONS as set forth in the SPECIFIED PHYSICAL CONDITIONS MATRIX, medical consultation visits under the PERIODIC MEDICAL CONSULTATION PROGRAM, the right to seek compensation for a LATER-MANIFESTED PHYSICAL CONDITION from BP under the BACK-END LITIGATION OPTION, and benefits provided under the GULF REGION HEALTH OUTREACH PROGRAM.

QQQQ. SETTLEMENT COSTS shall mean (i) all compensation for SPECIFIED PHYSICAL CONDITIONS as provided in Section VI and Exhibit 8; (ii) all costs associated with the PERIODIC MEDICAL CONSULTATION PROGRAM as provided in Section VII; (iii) all costs associated with the GULF REGION HEALTH OUTREACH PROGRAM as provided in Section IX; (iv) all applicable federal, state, or local taxes on monies held in the MEDICAL SETTLEMENT TRUST in accordance with the terms of this MEDICAL SETTLEMENT AGREEMENT; (v) all reasonable compensation to and all reasonable out-of-pocket costs and expenses incurred by the CLAIMS ADMINISTRATOR (including the CLAIMS ADMINISTRATOR'S staff and contractors) in performing its duties in accordance with Sections V and XXI, the GUARDIAN AD LITEM in performing his or her duties in accordance with Section III.C, and the mediators used in connection with claims for LATER-MANIFESTED PHYSICAL CONDITIONS in performing their duties in accordance with Section VIII.E; (vi) all reasonable costs and expenses associated with the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE and implementation of the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE PLAN, including any supplements thereto ordered by the COURT, and all reasonable compensation to and all reasonable out-of-pocket costs and expenses incurred by the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE AGENT (including the NOTICE AGENT'S staff and contractors) in performing its duties in accordance with Section XI; (vii) all reasonable costs and compensation associated with the operations and administration of the MEDICAL SETTLEMENT TRUST; and (viii) all other costs and compensation reasonably associated with the implementation and administration of this MEDICAL SETTLEMENT AGREEMENT. BP shall have the right to challenge before the COURT the reasonableness of any compensation, costs, and/or expenses sought by the NOTICE AGENT, the CLAIMS ADMINISTRATOR, the

trustee and/or the directed trustee of the MEDICAL SETTLEMENT TRUST, the GUARDIAN AD LITEM, or the mediators.

RRRR. SPECIFIED PHYSICAL CONDITION shall mean one or more of the ACUTE CONDITIONS or CHRONIC CONDITIONS identified in Exhibit 8 that arose out of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S exposure to oil, other hydrocarbons, or other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES, and that first manifested or was exacerbated within the timeframes set forth in Exhibit 8. Notwithstanding any of the foregoing, a SPECIFIED PHYSICAL CONDITION shall not include any conditions or symptoms claimed by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER which conditions or symptoms resulted from the August 23, 2010, ammonia leak reported at Millard Refrigerated Services in Theodore, Alabama.

SSSS. SPECIFIED PHYSICAL CONDITIONS MATRIX shall mean that document attached as Exhibit 8.

TTTT. 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 person or entity that is also an AFFILIATE of any of the RELEASED PARTIES as of April 16, 2012.

UUUU. 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.

VVVV. TRICARE shall mean the federal program managed and administered by the United States Department of Defense through the TRICARE Management Activity under which certain medical items, services, and/or prescription drugs are furnished to eligible members of the military services, military retirees, and military dependants under 10 U.S.C. § 1071, *et seq.*

WWWW. UNKNOWN CLAIMS shall mean all past, present, and future claims 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, relating in any way to any matter covered by the RELEASE in Section XVI that MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS do not in whole or in part know or suspect to exist in their favor and which, if known by them, might have affected their decision to settle; provided, however, that UNKNOWN CLAIMS shall not include claims for LATER-MANIFESTED PHYSICAL CONDITIONS in accordance with Section VIII.

XXXX. ZONE A shall mean the geographic areas described in Exhibit 9, and depicted in the map contained in Exhibit 10. In the event of a conflict between the written description and the map, the written description shall govern.

YYYY. ZONE A RESIDENT shall have the meaning ascribed to such term in the MEDICAL BENEFITS SETTLEMENT CLASS definition in Section I.A.

ZZZZ. ZONE B shall mean the geographic areas described in Exhibit 9, and depicted in the map contained in Exhibit 11. In the event of a conflict between the written description and the map, the written description shall govern.

AAAAA. ZONE B RESIDENT shall have the meaning ascribed to such term in the MEDICAL BENEFITS SETTLEMENT CLASS definition in Section I.A.

In this MEDICAL SETTLEMENT AGREEMENT, unless the context requires otherwise, (a) words expressed in the masculine shall include the feminine and neuter gender and vice versa; (b) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (c) the word “or” shall not be exclusive; (d) the word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not simply mean “if”; (e) references to “day” or “days” in the lower case are to calendar days, but if the last day is a Saturday, Sunday, or legal holiday (as defined in Fed. R. Civ. P. 6(a)(6)), the period shall continue to run until the end of the next day that is not a Saturday, Sunday, or legal holiday; (f) references to “the date hereof” are to the date of this MEDICAL SETTLEMENT AGREEMENT; (g) references to this MEDICAL SETTLEMENT AGREEMENT shall include all exhibits, schedules, and annexes hereto; (h) references to any law shall include all rules and regulations promulgated thereunder; (i) the terms “include”, “includes”, and “including” shall be deemed to be followed by “without limitation”, whether or not they are in fact followed by such words or words of similar import; and (j) references to dollars or “\$” are to United States dollars.

III. AUTHORIZED REPRESENTATIVES, COUNSEL, AND GUARDIAN AD LITEM

A. Where a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is (1) a minor, (2) lacking capacity or incompetent, or (3) deceased, his or her AUTHORIZED REPRESENTATIVE may act on his or her behalf, and in so doing shall be bound by all the same terms and conditions of this MEDICAL SETTLEMENT AGREEMENT that the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER would be if he or she were acting on his or her own behalf. An AUTHORIZED REPRESENTATIVE may take all actions permitted or required under the terms of this MEDICAL SETTLEMENT AGREEMENT on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

B. Individual counsel acting on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may submit all claim forms, proof, correspondence, or other documents to the CLAIMS ADMINISTRATOR on behalf of that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER; provided, however, that counsel for an individually-represented MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may not sign, on behalf of that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, (i) an OPT OUT request, (ii) a revocation of an OPT OUT, (iii) a PROOF OF CLAIM FORM, (iv) a NOTICE OF INTENT TO SUE, or (v) a MEDIATION INFORMATION FORM. Where a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER indicates on a PROOF OF CLAIM FORM or NOTICE OF INTENT TO SUE that he or she is individually represented by counsel, the CLAIMS ADMINISTRATOR shall communicate only with his or her individual counsel and not directly with the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER; provided, however, that nothing shall preclude the CLAIMS ADMINISTRATOR from communicating directly with a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to schedule a PERIODIC MEDICAL CONSULTATION PROGRAM visit pursuant to Section VII.D. Communications by the CLAIMS

ADMINISTRATOR with counsel individually representing a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall be deemed to be a communication directly with such individually represented MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

C. GUARDIAN AD LITEM

1) MEDICAL BENEFITS CLASS COUNSEL and BP shall jointly nominate an individual for appointment as GUARDIAN AD LITEM and shall jointly move the COURT for an order appointing such individual as GUARDIAN AD LITEM.

2) The GUARDIAN AD LITEM shall make an independent investigation, on behalf of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who are minors, lack capacity, or are incompetent into the terms and provisions of this MEDICAL SETTLEMENT AGREEMENT and, based upon that independent investigation and prior to the FAIRNESS HEARING, report to BP and MEDICAL BENEFITS CLASS COUNSEL, and make a recommendation to the COURT as to the fairness of this MEDICAL SETTLEMENT AGREEMENT with respect to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who are minors, lack capacity, or are incompetent.

3) The reasonable fees and costs of the GUARDIAN AD LITEM shall be SETTLEMENT COSTS.

IV. SETTLEMENT BENEFITS FOR MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS

The MEDICAL BENEFITS CLASS REPRESENTATIVES, by and through the MEDICAL BENEFITS CLASS COUNSEL, and BP agree that, in consideration for the RELEASE described in Section XVI and the dismissal with prejudice of RELEASED CLAIMS, and subject to the terms of this MEDICAL SETTLEMENT AGREEMENT, BP will:

A. Provide compensation to those MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who have or have had one or more of the SPECIFIED PHYSICAL CONDITIONS and who have been determined by the CLAIMS ADMINISTRATOR to qualify for compensation pursuant to the proof requirements and other criteria set forth in Section XXI.C-F and Exhibit 8;

B. Provide the following MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS with the option to participate in a PERIODIC MEDICAL CONSULTATION PROGRAM as described in Section VII and Exhibit 12:

1) CLEAN-UP WORKERS;

2) ZONE A RESIDENTS who (i) first manifested one or more SPECIFIED PHYSICAL CONDITIONS between April 20, 2010, and September 30, 2010, (ii) have made a claim therefor pursuant to this MEDICAL SETTLEMENT AGREEMENT in accordance with Section V, and (iii) have been determined by the CLAIMS ADMINISTRATOR to qualify for compensation in accordance with Section VI; and

3) ZONE B RESIDENTS;

C. Provide for BACK-END LITIGATION OPTION procedures, in accordance with Section VIII, for those MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who claim a LATER-MANIFESTED PHYSICAL CONDITION;

D. Establish and fund the GULF REGION HEALTH OUTREACH PROGRAM in accordance with Section IX and XXII;

E. Pay all SETTLEMENT COSTS.

V. CLAIMS SUBMISSION, CURE, AND REVIEW PROCESS

A. All PROOF OF CLAIM FORMS seeking compensation for a SPECIFIED PHYSICAL CONDITION or participation in the PERIODIC MEDICAL CONSULTATION PROGRAM must be submitted to the CLAIMS ADMINISTRATOR no later than one year from the EFFECTIVE DATE.

B. The CLAIMS ADMINISTRATOR shall evaluate and process all PROOF OF CLAIM FORMS from MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS seeking compensation for a SPECIFIED PHYSICAL CONDITION or participation in the PERIODIC MEDICAL CONSULTATION PROGRAM pursuant to Section XXI.C-F of this MEDICAL SETTLEMENT AGREEMENT. Upon entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, the CLAIMS ADMINISTRATOR shall process all PROOF OF CLAIM FORMS that it receives; provided, however, that the CLAIMS ADMINISTRATOR shall not pay or reject any claims or send any NOTICES OF DEFECT or notices of qualification to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS until after the EFFECTIVE DATE.

C. Within 30 days of the date on which the CLAIMS ADMINISTRATOR receives a PROOF OF CLAIM FORM from a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, the CLAIMS ADMINISTRATOR shall assign a unique identifying number to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim and shall inform the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER of that unique identifying number. If a PROOF OF CLAIM FORM is received by the CLAIMS ADMINISTRATOR prior to the EFFECTIVE DATE, the CLAIMS ADMINISTRATOR shall further notify the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER submitting such PROOF OF CLAIM FORM that he or she

will not receive any further communications from the CLAIMS ADMINISTRATOR, any payment of compensation, or any medical consultation visits until after the EFFECTIVE DATE.

D. The CLAIMS ADMINISTRATOR shall review each PROOF OF CLAIM FORM, including all documentation and authorizations submitted therewith, to determine the sufficiency and completeness of the information contained therein. The CLAIMS ADMINISTRATOR shall reject a claim submitted by or on behalf of any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, subject to the cure provisions of Section V.E, if (i) the related PROOF OF CLAIM FORM has not been properly completed, including all required documentation and authorizations by or on behalf of such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, or (ii) the CLAIMS ADMINISTRATOR has not received all proof required by this MEDICAL SETTLEMENT AGREEMENT.

E. For PROOF OF CLAIM FORMS that it rejects, the CLAIMS ADMINISTRATOR shall send to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER a "NOTICE OF DEFECT," which shall contain a brief explanation of the DEFECT giving rise to rejection of the PROOF OF CLAIM FORM and a copy of any proof that has a DEFECT and shall, where necessary, request additional information and/or documentation. The NOTICE OF DEFECT shall be sent no later than 30 days from the date of receipt of the PROOF OF CLAIM FORM by the CLAIMS ADMINISTRATOR or 30 days from the EFFECTIVE DATE, whichever is later. The NOTICE OF DEFECT shall contain a recommendation for how the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER can cure the DEFECT, and the deadline for the submission of DEFECT cure materials. The MEDICAL BENEFITS SETTLEMENT CLASS MEMBER will have the opportunity to cure all DEFECTS, resubmit such PROOF OF CLAIM FORM, and provide any requested additional information or

documentation, except that a DEFECT in a declaration submitted in support of a claim for compensation for a SPECIFIED PHYSICAL CONDITION (other than the failure to sign such declaration) or the failure timely to submit a PROOF OF CLAIM FORM in accordance with the terms of this MEDICAL SETTLEMENT AGREEMENT cannot be cured. The submission containing such curative documentation must be submitted to the CLAIMS ADMINISTRATOR no more than 120 days following the date the NOTICE OF DEFECT was sent to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. Any PROOF OF CLAIM FORM that continues to suffer from a DEFECT identified on the NOTICE OF DEFECT following the submission of curative documentation for such DEFECT shall be denied by the CLAIMS ADMINISTRATOR and cannot be resubmitted.

F. Each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER bears the burden of proving to the CLAIMS ADMINISTRATOR, by a preponderance of the evidence, all of the elements of proof necessary to qualify for compensation for a SPECIFIED PHYSICAL CONDITION and/or to qualify to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM.

G. Each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER seeking compensation for a SPECIFIED PHYSICAL CONDITION and/or participation in the PERIODIC MEDICAL CONSULTATION PROGRAM shall authorize, where applicable, the CLAIMS ADMINISTRATOR, consistent with HIPAA and other applicable privacy laws, to verify employment information, facts and details of any medical treatment provided, and/or the amount of any ACTUAL HOSPITAL EXPENSES for which the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER seeks reimbursement and/or the existence and amounts, if any, of any liens, claims, or rights of subrogation indemnity, reimbursement, conditional or other

payments, or interests of any type. Each such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall execute a HIPAA-compliant authorization (in the form of Appendix B to the PROOF OF CLAIM FORM), as well as, where applicable, any other HIPAA-compliant authorizations required by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S medical treatment providers or those who have paid for such treatment (including any insurance carrier or provider).

H. The CLAIMS ADMINISTRATOR will undertake or cause to be undertaken such further investigation and verification, including investigation and verification into the nature and sufficiency of the documentation, deemed warranted by the CLAIMS ADMINISTRATOR with regard to any claim for compensation for a SPECIFIED PHYSICAL CONDITION and/or participation in the PERIODIC MEDICAL CONSULTATION PROGRAM by or on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

I. For purposes of determining timeliness of any submission by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to the CLAIMS ADMINISTRATOR, such submission shall be deemed timely if it is postmarked or has an electronic date stamp on or before the date by which it is required to be submitted under this MEDICAL SETTLEMENT AGREEMENT.

J. Based upon its review of the PROOF OF CLAIM FORM, including the documentation submitted therewith, and the results of any investigations by the CLAIMS ADMINISTRATOR of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim, the CLAIMS ADMINISTRATOR shall determine whether a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER qualifies for compensation for a SPECIFIED PHYSICAL CONDITION (including the type and amount of compensation on the SPECIFIED PHYSICAL

CONDITIONS MATRIX) and/or qualifies to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM. The CLAIMS ADMINISTRATOR shall make such determination(s) and shall send the related notice of such determination to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER no later than 30 days from the later of (i) the date when a completed PROOF OF CLAIM FORM that is free from all DEFECTS is received by the CLAIMS ADMINISTRATOR, (ii) the date when all DEFECTS with a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S PROOF OF CLAIM FORM have been determined by the CLAIMS ADMINISTRATOR to be satisfactorily cured, (iii) the date on which the additional information or documentation identified in the NOTICE OF DEFECT, if applicable, has been satisfactorily provided to the CLAIMS ADMINISTRATOR (if such additional information or documentation has been timely submitted), (iv) the date on which the MEDICAL BENEFITS CLASS MEMBER no longer has the right to cure such DEFECTS or provide additional information or documentation, in accordance with Section V.E, or (v) the EFFECTIVE DATE; provided, however, that to the extent the volume of claims warrants, these deadlines may be extended by agreement between counsel for BP and the MEDICAL BENEFITS CLASS COUNSEL, subject to approval by the COURT.

K. All information submitted by MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS to the CLAIMS ADMINISTRATOR shall be recorded in a computerized database. This database, throughout the duration of its use, shall be kept in a form that can be accessed and read by the CLAIMS ADMINISTRATOR, which may in the future involve, as evolving technology warrants, placing the information in a more modern database. All information in such database shall be confidential, consistent with Sections VI.E, VII.E, and VIII.D.

L. The CLAIMS ADMINISTRATOR'S determination as to whether the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER (i) has qualified for compensation for a SPECIFIED PHYSICAL CONDITION under this MEDICAL SETTLEMENT AGREEMENT and the amount of compensation for which he or she qualifies and/or (ii) has qualified to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM shall be final and not appealable, unless a one-time review is requested in accordance with Section V.M.

M. If the CLAIMS ADMINISTRATOR denies a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim for compensation for a SPECIFIED PHYSICAL CONDITION or for participation in the PERIODIC MEDICAL CONSULTATION PROGRAM, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may request a one-time review by a designated employee of the CLAIMS ADMINISTRATOR whose qualifications shall be agreed upon by MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL and shall not be otherwise engaged in the evaluation or determination of any claims under this MEDICAL BENEFITS CLASS ACTION SETTLEMENT. The MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall make such request in writing to the CLAIMS ADMINISTRATOR within 14 days of receipt of a NOTICE OF DENIAL, using a REQUEST FOR REVIEW FORM in substantially the form of Exhibit 7. The one-time review shall be completed within 14 days of the receipt of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S written request, and the reviewer's determination shall be final and not appealable. The reviewer may only overturn the denial of a claim for compensation for a SPECIFIED PHYSICAL CONDITION or for participation in the PERIODIC MEDICAL CONSULTATION PROGRAM where he or she finds that such denial was based on a clearly erroneous factual determination by the CLAIMS ADMINISTRATOR.

N. The CLAIMS ADMINISTRATOR'S determination that a NATURAL PERSON is or is not a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may be challenged by such NATURAL PERSON. Any such challenge must be filed by such NATURAL PERSON with the COURT within 60 days after the notice of the CLAIMS ADMINISTRATOR'S determination is sent to that NATURAL PERSON.

O. Each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall promptly notify the CLAIMS ADMINISTRATOR of any changes or updates to the information the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER has provided in the PROOF OF CLAIM FORM and/or NOTICE OF INTENT TO SUE.

VI. COMPENSATION FOR SPECIFIED PHYSICAL CONDITIONS

A. All MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS seeking compensation for a SPECIFIED PHYSICAL CONDITION must do so through the submission of a PROOF OF CLAIM FORM containing all required proof in accordance with the requirements of the SPECIFIED PHYSICAL CONDITIONS MATRIX.

B. MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who are determined by the CLAIMS ADMINISTRATOR to qualify for compensation for a SPECIFIED PHYSICAL CONDITION shall be compensated in accordance with the terms of the SPECIFIED PHYSICAL CONDITIONS MATRIX. Compensation shall include the lump sum for which the CLAIMS ADMINISTRATOR has determined that the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER qualifies, along with any enhancer for overnight hospitalization and/or any ACTUAL HOSPITAL EXPENSES for which the CLAIMS ADMINISTRATOR has determined that the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER qualifies.

C. The CLAIMS ADMINISTRATOR shall promptly pay any compensation to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who qualify under the terms of the SPECIFIED PHYSICAL CONDITIONS MATRIX after the CLAIMS ADMINISTRATOR sends a notice of qualification; provided, however, any such payment shall be subject to the process for determining and resolving liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type set forth in Section XXIX, the process for auditing claims set forth in Section XXI.G, and the restriction that no payments shall be made prior to the EFFECTIVE DATE.

D. Medical Records

1) In support of a claim for compensation for a SPECIFIED PHYSICAL CONDITION, a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER seeking

compensation on level A2 or B1 of the SPECIFIED PHYSICAL CONDITIONS MATRIX must either (a) provide medical records as specified in the SPECIFIED PHYSICAL CONDITIONS MATRIX or (b) direct the CLAIMS ADMINISTRATOR to obtain medical records relating to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. The CLAIMS ADMINISTRATOR may retain a third-party medical record retrieval company to obtain such medical records. If the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER chooses to direct the CLAIMS ADMINISTRATOR to obtain his or her specified medical records, the CLAIMS ADMINISTRATOR shall have 30 days after it receives all such specified medical records to make a determination of that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim.

2) If a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who directs the CLAIMS ADMINISTRATOR to obtain his or her medical records is found to qualify for compensation for a SPECIFIED PHYSICAL CONDITION, the actual cost charged by the healthcare provider and/or a third party medical record retrieval company used by the CLAIMS ADMINISTRATOR to obtain that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S medical records may be deducted by the CLAIMS ADMINISTRATOR from the amount of compensation to be paid to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER; provided, however, that if the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is not represented by counsel and provides evidence of financial hardship to the satisfaction of the CLAIMS ADMINISTRATOR, the CLAIMS ADMINISTRATOR may waive the deduction of these costs and pay the full amount of compensation for the SPECIFIED PHYSICAL CONDITION otherwise owing to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

3) With respect to claims where medical records are provided by or on behalf of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, or obtained by the CLAIMS ADMINISTRATOR pursuant to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S direction, the CLAIMS ADMINISTRATOR shall determine, based on the totality of the evidence in the medical records, whether that evidence more likely than not supports the assertions made in that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S declaration. With respect to claims where the medical information relating to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is derived from the data, documentation, and/or records from the Medical Encounters database or other sources of information containing information about medical claims, including records reflecting a CLEAN-UP WORKER'S transport to a medical facility during or immediately after the performance of RESPONSE ACTIVITIES, the CLAIMS ADMINISTRATOR shall determine whether the evidence more likely than not supports the assertions made in that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S declaration, consistent with and pursuant to the SPECIFIED PHYSICAL CONDITIONS MATRIX; provided, however, that statements in such data, documentation, and/or records (i) that the condition(s) or symptom(s) complained of were or were not caused by exposure to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES or (ii) that the condition(s) or symptom(s) complained of were or were not occupationally related, shall not be dispositive.

E. Confidentiality of Information Relating to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS

1) All information relating to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that is disclosed to or obtained by the CLAIMS ADMINISTRATOR, healthcare providers, or any other authorized entity in connection with a claim for compensation for a SPECIFIED PHYSICAL CONDITION is confidential and shall be treated as PROTECTED HEALTH INFORMATION subject to HIPAA and other applicable privacy laws.

2) All information relating to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that is disclosed to or obtained by the CLAIMS ADMINISTRATOR, healthcare providers, or any other authorized entity in connection with a claim for compensation for a SPECIFIED PHYSICAL CONDITION may be used only by (i) the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER upon request or (ii) the CLAIMS ADMINISTRATOR, healthcare providers, or any other authorized entity to the extent necessary for the administration of this MEDICAL SETTLEMENT AGREEMENT according to its terms, including the determination of qualification for and amount of compensation for SPECIFIED PHYSICAL CONDITIONS, the determination of the fact and amounts of any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type, and any audits to be performed pursuant to Section XXI.G.

VII. PERIODIC MEDICAL CONSULTATION PROGRAM

A. Qualification

1) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who has been determined by the CLAIMS ADMINISTRATOR to qualify for compensation for a SPECIFIED PHYSICAL CONDITION shall also qualify to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM without any further action.

2) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who is a ZONE A RESIDENT and neither a ZONE B RESIDENT nor a CLEAN-UP WORKER and has been determined by the CLAIMS ADMINISTRATOR not to qualify for compensation for a SPECIFIED PHYSICAL CONDITION shall not qualify to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM.

3) A determination by the CLAIMS ADMINISTRATOR that a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who is a CLEAN-UP WORKER or ZONE B RESIDENT does not qualify for compensation for a SPECIFIED PHYSICAL CONDITION shall not preclude the CLAIMS ADMINISTRATOR from determining that such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER qualifies to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM if such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER satisfies the proof requirements set forth in Section XXI.D and E.

4) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who is either a CLEAN-UP WORKER or a ZONE B RESIDENT and who has not applied for compensation for a SPECIFIED PHYSICAL CONDITION may submit a PROOF OF CLAIM FORM and proof of status as CLEAN-UP WORKER or proof of residency in ZONE B to apply for participation in the PERIODIC MEDICAL CONSULTATION PROGRAM.

B. Scope of Program

1) MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS determined by the CLAIMS ADMINISTRATOR to qualify to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM shall be provided the opportunity to obtain the medical consultation visits as set forth in Exhibit 12.

2) The medical consultation visits and services provided herein shall be done under the supervision of a licensed medical doctor. The PARTIES agree that such visits and services are intended to establish a physician/patient relationship.

3) The PERIODIC MEDICAL CONSULTATION PROGRAM shall begin on the EFFECTIVE DATE, and last for 21 years from the EFFECTIVE DATE. MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS qualifying to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM shall be entitled to an initial medical consultation visit and a subsequent medical consultation visit once every three years thereafter during the term of the PERIODIC MEDICAL CONSULTATION PROGRAM.

C. Retention of Medical Services Providers

1) The CLAIMS ADMINISTRATOR shall establish a network of medical services providers to provide medical consultation visits to qualifying MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS. The CLAIMS ADMINISTRATOR'S selection of medical services providers to provide medical consultation visits under the PERIODIC MEDICAL CONSULTATION PROGRAM, including any replacement medical services providers, shall be subject to the written agreement of MEDICAL BENEFITS CLASS COUNSEL and BP.

2) The CLAIMS ADMINISTRATOR will evaluate and select potential medical services providers based on the following: (i) geographic proximity to MEDICAL

BENEFITS SETTLEMENT CLASS MEMBERS; (ii) education, training, licensing, credentialing, insurance coverage pursuant to applicable law, and language capability; (iii) capability to deliver medical consultation visits and services under the PERIODIC MEDICAL CONSULTATION PROGRAM; (iv) ability to provide medical consultation visits and services under the PERIODIC MEDICAL CONSULTATION PROGRAM in a timely manner; and (v) rate structure and payment terms for providing medical consultation visits under the PERIODIC MEDICAL CONSULTATION PROGRAM. In performing this evaluation and selection, the CLAIMS ADMINISTRATOR shall give priority to Federally Qualified Health Centers (“FQHCs”) and FQHC “look-alikes” under Section 330 of the Public Health Service Act, 42 U.S.C. § 254b, and to hospitals and medical centers.

3) A medical services provider seeking to provide medical consultation visits under the PERIODIC MEDICAL CONSULTATION PROGRAM must provide the following information to the CLAIMS ADMINISTRATOR: (i) state professional license number; (ii) National Provider Identifier; (iii) evidence of proper licensing and insurance coverage under applicable state laws; (iv) experience, including number of years as a healthcare provider; (v) primary and additional service locations; (vi) mailing and billing addresses; (vii) tax identification information; (viii) ability to provide services, medical examinations, and/or tests set forth on Exhibit 12, including the mechanism for referrals for such services, medical examinations, and/or tests; (ix) capacity for new patients; (x) appointment accessibility; (xi) languages spoken; and (xii) such other information as the CLAIMS ADMINISTRATOR may reasonably request.

4) The CLAIMS ADMINISTRATOR shall enter into a written contract with each medical services provider selected to provide medical consultation visits under the

PERIODIC MEDICAL CONSULTATION PROGRAM. The contract shall include, among other things, a description of the services, medical examinations, and/or tests that may be provided to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS under the PERIODIC MEDICAL CONSULTATION PROGRAM; rates, billing, and payment terms; terms relating to licensing, credentials, and other qualifications; the amount and type of insurance to be maintained by that medical services provider; procedures for scheduling and cancellation of medical consultation visits; and document retention policies and procedures. Such contract shall further provide (i) that each medical services provider shall release and hold harmless BP, MEDICAL BENEFITS CLASS COUNSEL, MEDICAL BENEFITS CLASS REPRESENTATIVES, and the CLAIMS ADMINISTRATOR from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from or related to the services provided by that medical services provider as part of the PERIODIC MEDICAL CONSULTATION PROGRAM; (ii) that each medical services provider shall not seek payment from the CLAIMS ADMINISTRATOR, BP, or MEDICAL BENEFITS CLASS COUNSEL for any medical service(s), examination(s), and/or test(s) or any medical treatment or care that are not set forth in Exhibit 12; (iii) that each medical services provider may seek payment from a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or, where applicable, his or her insurer for any medical service(s), examination(s), and/or test(s) or any medical treatment or care that are not set forth in Exhibit 12 only where the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, or, where applicable, his or her insurer, has agreed in writing to authorize and pay for such medical service(s), examination(s), and/or test(s) or any medical treatment or care; and (iv) that each medical services provider shall

retain medical records for MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS in accordance with Section VII.F.

5) The CLAIMS ADMINISTRATOR shall review credentialing and performance of medical services providers on an annual basis and shall establish and administer a system to audit billing procedures and procedures for providing medical consultation visits. The CLAIMS ADMINISTRATOR may conduct random onsite visits at such medical services providers to confirm their compliance with the contract described in Section VII.C.4 above. The CLAIMS ADMINISTRATOR may terminate any medical services provider that is not in compliance with the terms of its contract.

D. Scheduling and Providing Medical Consultation Visits

1) The CLAIMS ADMINISTRATOR shall be responsible for coordinating and scheduling all medical consultation visits by MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS and shall establish a call center and web portals to be used by qualifying MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS to schedule medical consultation visits.

2) Upon making the determination that a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER qualifies to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM or within 30 days of the EFFECTIVE DATE, whichever is later, the CLAIMS ADMINISTRATOR shall inform that qualifying MEDICAL BENEFITS SETTLEMENT CLASS MEMBER in writing of the following: (i) the services, medical examinations, and/or tests set forth on Exhibit 12 available under the PERIODIC MEDICAL CONSULTATION PROGRAM; (ii) the call center number and web portal site information for the PERIODIC MEDICAL CONSULTATION PROGRAM; (iii) procedures for scheduling and

cancelling medical consultation visits; and (iv) information for communicating with the CLAIMS ADMINISTRATOR.

3) Qualifying MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS may request the CLAIMS ADMINISTRATOR to schedule medical consultation visits using the call center or web portal site established by the CLAIMS ADMINISTRATOR. A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may not obtain a medical consultation visit at a medical services provider under the PERIODIC MEDICAL CONSULTATION PROGRAM unless that medical consultation visit has been scheduled through the CLAIMS ADMINISTRATOR.

4) The CLAIMS ADMINISTRATOR shall not schedule a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for a medical consultation visit under the PERIODIC MEDICAL CONSULTATION PROGRAM more frequently than one such visit every three years. For each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER seeking to schedule a medical consultation visit, the CLAIMS ADMINISTRATOR will verify that he or she remains eligible for such visit. If the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is not then eligible, the CLAIMS ADMINISTRATOR will so notify the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. In no event shall any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER obtain more than 8 medical consultation visits under the PERIODIC MEDICAL CONSULTATION PROGRAM.

5) Upon receipt from a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER of a request to schedule a medical consultation visit, the CLAIMS ADMINISTRATOR shall identify a medical services provider located within a radius of 25 miles from the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S primary residence

that can provide a medical consultation visit within 30 days of that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S request, and shall provide this information to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. If the CLAIMS ADMINISTRATOR is unable to schedule a medical consultation visit within a radius of 25 miles from the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S primary residence or within 30 days of his or her request, the CLAIMS ADMINISTRATOR shall schedule such visit at the nearest available medical services provider that can accommodate a medical consultation visit within 30 days of the request. Such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall be eligible to request and receive by phone, email, or other writing an allowance based on the Internal Revenue Service prevailing rate for business purposes for each mile above 25 driving miles that he or she must travel from his or her primary residence to that medical services provider and from that medical services provider to his or her primary residence, using the shortest, most direct route as determined by the CLAIMS ADMINISTRATOR.

6) The CLAIMS ADMINISTRATOR shall communicate with qualifying MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS to confirm and remind them of scheduled appointments, including a written appointment reminder 7 days prior to the medical consultation visit and an automated telephone call 24 hours prior to that visit. The appointment reminder shall include a confirmation number that must be presented by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to the medical services provider.

7) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or medical services provider may request that an appointment for a medical consultation visit be rescheduled, but any such request must be made at least 24 hours prior to the scheduled visit. If

a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER cancels or seeks to reschedule an appointment for a medical consultation visit less than 24 hours prior to such visit, he or she shall be responsible for payment of any cancellation penalty, fee, or charge imposed by the medical services provider. In its discretion, the CLAIMS ADMINISTRATOR may evaluate the reason provided by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for such cancellation and pay the cancellation penalty, fee, or charge imposed by the medical services provider.

8) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who cancels or seeks to reschedule an appointment for a medical consultation visit under the PERIODIC MEDICAL CONSULTATION PROGRAM shall be solely responsible for contacting the CLAIMS ADMINISTRATOR to reschedule any such visit. If a medical services provider cancels or seeks to reschedule an appointment for a medical consultation visit under the PERIODIC MEDICAL CONSULTATION PROGRAM, the CLAIMS ADMINISTRATOR shall be responsible for contacting the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to reschedule any such visit.

9) The CLAIMS ADMINISTRATOR shall instruct all medical services providers that, in the event a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER attempts to schedule a medical consultation visit directly with a medical services provider, the provider shall instruct the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to contact the CLAIMS ADMINISTRATOR to schedule any such medical consultation visit.

10) The CLAIMS ADMINISTRATOR shall not make any payment to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who requests the mileage reimbursement set forth in Section VII.D.5 of the MEDICAL SETTLEMENT AGREEMENT

unless that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER actually travels to and obtains a medical consultation visit at a medical services provider located outside of a radius of 25 miles from the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S primary residence in accordance with Section VII.D.5 above. The CLAIM ADMINISTRATOR shall verify that any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who makes a request for the mileage reimbursement set forth in Section VII.D.5 of the MEDICAL SETTLEMENT AGREEMENT qualifies to receive such reimbursement.

11) The CLAIMS ADMINISTRATOR shall send an explanation of benefits statement to each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for each medical consultation visit that he or she completes. The explanation of benefits statement shall describe those services, medical examinations, and/or tests set forth on Exhibit 12 that were performed during the visit.

12) If any medical service, examination, and/or test and/or any medical treatment or care that is not set forth in Exhibit 12 is performed during or after a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S periodic medical consultation visit, that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or, where applicable, his or her insurer, shall have financial responsibility for such medical service(s), examination(s), and/or test(s) and/or such medical treatment or care only if he or she or, where applicable, his or her insurer, has agreed in writing to authorize and pay for such medical service(s), examination(s), and/or test(s) and/or such medical treatment or care. If the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or, where applicable, his or her insurer, has not agreed in writing to authorize and pay for such medical service(s), examination(s) and/or test(s) and/or such medical treatment or care, the medical services provider may not charge the MEDICAL

BENEFITS SETTLEMENT CLASS MEMBER or, where applicable, his or her insurer, the CLAIMS ADMINISTRATOR, BP, or MEDICAL BENEFITS CLASS COUNSEL for them. Neither BP, MEDICAL BENEFITS CLASS COUNSEL, nor the CLAIMS ADMINISTRATOR shall have any financial responsibility for any medical service(s), examination(s), and/or test(s), and/or any medical treatment or care performed during or after a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S periodic medical consultation visit that is not set forth in Exhibit 12; provided, however, that nothing in this Section VII.D.12 shall preclude a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER from seeking recovery of the costs of such medical service(s), examination(s), and/or test(s), and/or such medical treatment or care in a BACK-END LITIGATION OPTION LAWSUIT, brought pursuant to the terms of Section VIII.

13) Beginning one year after the EFFECTIVE DATE, and every year thereafter for the ensuing 21 years, the CLAIMS ADMINISTRATOR shall send qualifying MEDICAL BENEFITS CLASS MEMBERS a statement (1) describing the medical consultation visits made by the MEDICAL BENEFITS CLASS MEMBER to date and the number of such remaining visits available to him or her under the PERIODIC MEDICAL CONSULTATION PROGRAM, (2) advising the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER when he or she is next eligible for a medical consultation visit, and (3) requesting that the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER update any contact information that has changed in the preceding year.

E. Confidentiality of Information Relating to MEDICAL BENEFITS SETTLEMENT CLASS MEMBER

1) All information relating to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that is disclosed to or obtained by the CLAIMS ADMINISTRATOR,

healthcare providers, or any other authorized entity as part of the PERIODIC MEDICAL CONSULTATION PROGRAM is confidential and shall be treated as PROTECTED HEALTH INFORMATION subject to HIPAA and other applicable privacy laws.

2) All information relating to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that is disclosed to or obtained by the CLAIMS ADMINISTRATOR, healthcare providers, or any other authorized entity as part of the PERIODIC MEDICAL CONSULTATION PROGRAM may be used only by (i) the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER upon request, (ii) designated healthcare providers providing medical services, examinations and tests as part of the PERIODIC MEDICAL CONSULTATION PROGRAM, or (iii) by the CLAIMS ADMINISTRATOR, healthcare providers, or any other authorized entity to the extent necessary for the administration of this MEDICAL SETTLEMENT AGREEMENT according to its terms, including the provision and administration of medical consultation visits as part of the PERIODIC MEDICAL CONSULTATION PROGRAM, and the determination of the fact and amounts of any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type.

F. Medical services providers who provide medical consultation visits as part of the PERIODIC MEDICAL CONSULTATION PROGRAM shall be required to retain all medical records, including x-ray films, from MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS' medical consultation visits in compliance with applicable state and federal laws; provided, however, that each medical services provider shall be required to retain all medical records in the format(s) prescribed by applicable state and federal laws and, notwithstanding any shorter time period permitted under applicable laws, shall be required to retain such medical

records for not less than ten years after the conclusion of the PERIODIC MEDICAL CONSULTATION PROGRAM.

G. Following the EFFECTIVE DATE, BP and MEDICAL BENEFITS CLASS COUNSEL agree to discuss in good faith as necessary the need for any modifications to the PERIODIC MEDICAL CONSULTATION PROGRAM in light of generally accepted advances in medical science and to take appropriate steps in light of those discussions.

VIII. BACK-END LITIGATION OPTION FOR LATER-MANIFESTED PHYSICAL CONDITIONS

A. A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER seeking compensation from BP for a LATER-MANIFESTED PHYSICAL CONDITION must submit a NOTICE OF INTENT TO SUE, substantially in the form attached hereto as Exhibit 4, and all additional required materials referenced therein, to the CLAIMS ADMINISTRATOR. THE NOTICE OF INTENT TO SUE and materials submitted therewith must be submitted to the CLAIMS ADMINISTRATOR within 4 years after either the first diagnosis of that LATER-MANIFESTED PHYSICAL CONDITION or the EFFECTIVE DATE, whichever is later. A NOTICE OF INTENT TO SUE must identify the BP defendants from whom the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER seeks compensation. Such BP defendants may only be BP Exploration & Production Inc., BP America Production Company, and/or their respective successors or assigns. In the NOTICE OF INTENT TO SUE, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall affirm that he or she will abide by all the terms and restrictions of this MEDICAL BENEFITS CLASS ACTION SETTLEMENT.

B. Election of Remedy

1) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who is diagnosed with a LATER-MANIFESTED PHYSICAL CONDITION may either (i) seek compensation for that LATER-MANIFESTED PHYSICAL CONDITION pursuant to workers' compensation law or the Longshore and Harbor Workers' Compensation Act, as applicable, or (ii) seek compensation from BP for that LATER-MANIFESTED PHYSICAL CONDITION pursuant to the BACK-END LITIGATION OPTION. Such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may not seek compensation from any RELEASED PARTY in any other manner.

2) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who has filed a claim for benefits under workers' compensation law or the Longshore and Harbor Workers' Compensation Act for a particular LATER-MANIFESTED PHYSICAL CONDITION may not seek compensation for that LATER-MANIFESTED PHYSICAL CONDITION through this BACK-END LITIGATION OPTION.

3) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who has filed a NOTICE OF INTENT TO SUE for a particular LATER-MANIFESTED PHYSICAL CONDITION may not file a claim for benefits under workers' compensation law or the Longshore and Harbor Workers' Compensation Act for that LATER-MANIFESTED PHYSICAL CONDITION.

C. Any BP defendant named in a NOTICE OF INTENT TO SUE shall have the option, subject to the provisions of this Section, to mediate any claim for which a NOTICE OF INTENT TO SUE is submitted to the CLAIMS ADMINISTRATOR.

1) Within 10 days of the receipt by the CLAIMS ADMINISTRATOR of a compliant NOTICE OF INTENT TO SUE, or the EFFECTIVE DATE, whichever is later, the CLAIMS ADMINISTRATOR shall transmit such NOTICE OF INTENT TO SUE to all BP defendants named in that NOTICE OF INTENT TO SUE. Within 30 days of receipt of such NOTICE OF INTENT TO SUE, each BP defendant shall notify the CLAIMS ADMINISTRATOR whether it chooses to mediate the claim. Failure by a BP defendant to notify the CLAIMS ADMINISTRATOR whether it chooses to mediate the claim shall be deemed to be a decision by that BP defendant not to mediate.

2) Within 10 days of receipt of a BP defendant's notification of its decision to mediate, the CLAIMS ADMINISTRATOR will notify the MEDICAL BENEFITS

SETTLEMENT CLASS MEMBER that a BP defendant named in the NOTICE OF INTENT TO SUE has exercised the mediation option. If any BP defendant named in the NOTICE OF INTENT TO SUE exercises its option to mediate, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall not have the right to file a BACK-END LITIGATION OPTION LAWSUIT until the conclusion of the mediation process. If no BP defendant named in the NOTICE OF INTENT TO SUE exercises its option to mediate the claim, the CLAIMS ADMINISTRATOR will so notify the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. If no BP defendant named in the NOTICE OF INTENT TO SUE exercises its option to mediate, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall have the right to file a BACK-END LITIGATION OPTION LAWSUIT, but only in accordance with the provisions of Section VIII.G.

3) If any BP defendant named in the NOTICE OF INTENT TO SUE exercises its option to mediate, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall, within 60 days of such notification by the CLAIMS ADMINISTRATOR, submit a MEDIATION INFORMATION FORM, substantially in the form of Exhibit 3, along with any authorizations required to be submitted therewith to the CLAIMS ADMINISTRATOR. The CLAIMS ADMINISTRATOR shall forward each completed MEDIATION INFORMATION FORM, along with any authorizations, to the mediating BP defendant(s) within 10 days of receipt. If a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER fails to submit a fully completed MEDIATION INFORMATION FORM and authorization required to be submitted therewith within 60 days of notification that a BP defendant has exercised its option to mediate, the CLAIMS ADMINISTRATOR shall send a NOTICE OF DEFECT which shall contain a brief explanation of the DEFECT. The MEDICAL BENEFITS SETTLEMENT CLASS

MEMBER shall have 30 days to cure the DEFECT and submit a fully completed MEDIATION INFORMATION FORM and any authorizations required to be submitted therewith to the CLAIMS ADMINISTRATOR. If the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER fails timely to cure the DEFECT in his or her MEDIATION INFORMATION FORM, he or she shall be deemed to have failed to file a timely NOTICE OF INTENT TO SUE, and his or her claim for the LATER-MANIFESTED PHYSICAL CONDITION shall be released in accordance with Section XVI.B.1.

D. Confidentiality of Information Relating to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS

1) All information relating to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that is disclosed to or obtained by the CLAIMS ADMINISTRATOR, BP defendants, healthcare providers, or any other authorized entity in connection with the exercise of a BACK-END LITIGATION OPTION is confidential and shall be treated as PROTECTED INFORMATION subject to HIPAA and other applicable privacy laws.

2) All information relating to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that is disclosed to or obtained by the CLAIMS ADMINISTRATOR, BP defendants, healthcare providers, or any other authorized entity in connection with the exercise of a BACK-END LITIGATION OPTION may be used only by: (i) the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER upon request; (ii) BP defendants in a BACK-END LITIGATION OPTION mediation or a BACK-END LITIGATION OPTION LAWSUIT; or (iii) the CLAIMS ADMINISTRATOR, healthcare providers, a mediator in that BACK-END LITIGATION OPTION LAWSUIT, or any other authorized entity to the extent necessary for the administration of this MEDICAL SETTLEMENT AGREEMENT according to its terms,

including the exercise of this BACK-END LITIGATION OPTION by MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS claiming LATER-MANIFESTED PHYSICAL CONDITIONS, and the determination of the fact and amounts of any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type.

E. Mediators

1) Within 10 days of the receipt of the MEDIATION INFORMATION FORM by the CLAIMS ADMINISTRATOR, the CLAIMS ADMINISTRATOR shall assign a mediator to mediate that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim.

2) Within 10 days of assignment, the mediator shall contact the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER and the mediating BP defendant(s), and set a date for the mediation, which shall commence within 6 months of the appointment of the mediator. This period of time for commencement of the mediation may be extended by agreement of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, the mediating BP defendant(s), and the mediator.

3) The mediation shall be between the mediating BP defendant(s) and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. The mediating BP defendant(s) and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS may be represented by counsel at the mediation.

4) The mediating BP defendant(s) and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may submit information and documentation for the mediator's confidential review, including medical records, damages information, expert reports, scientific literature, the NOTICE OF INTENT TO SUE that was completed by or on behalf of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and the MEDIATION

INFORMATION FORM that was completed by or on behalf of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

5) The mediation shall take place at a location agreed upon by the mediator, the mediating BP defendant(s), and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. In the event that a location cannot be agreed upon, the mediation shall take place in New Orleans, Louisiana. The mediator may incur reasonable charges necessary to provide an adequate facility for the mediation. Such charges shall be SETTLEMENT COSTS.

6) The mediation shall last no more than 2 days, unless extended by agreement of the mediator, the mediating BP defendant(s), and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. Within 10 days of the conclusion of the mediation, the mediator shall submit a written notice to the CLAIMS ADMINISTRATOR, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and the mediating BP defendant(s), certifying that the mediation has been concluded and indicating whether or not an agreement in principle has been reached. If an agreement in principle has been reached, the mediating BP defendant(s) and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall have 30 days, or longer by mutual agreement, to finalize their settlement agreement. If the mediating BP defendant(s) and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER are unsuccessful in reaching a final settlement agreement within the specified period, they shall notify the mediator, who shall, within 10 days of such notification, submit a written notice to the CLAIMS ADMINISTRATOR, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and the mediating BP defendant(s), certifying that the mediation has been concluded and was unsuccessful.

7) Upon receipt of a bill from the mediator and fulfillment of the mediator's duties set forth in this Section VIII.E, the CLAIMS ADMINISTRATOR will reimburse the mediator for the reasonable fees and expenses incurred by the mediator to prepare for and participate in the mediation, provided that the CLAIMS ADMINISTRATOR shall not reimburse the mediator for fees in excess of \$350 per hour and a \$500 case fee (as adjusted yearly for inflation by the CLAIMS ADMINISTRATOR). Such fees and expenses shall be SETTLEMENT COSTS. In no circumstances shall the BP defendant or the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER participating in the mediation be responsible for any mediation fees in excess of the mediation fees set forth herein.

F. If any BP defendant named in a NOTICE OF INTENT TO SUE exercises an option to mediate and the mediation does not resolve the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim as to all BP defendants named in the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S NOTICE OF INTENT TO SUE, that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall have the right to file a BACK-END LITIGATION OPTION LAWSUIT against any BP defendant named in his or her NOTICE OF INTENT TO SUE as to whom the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim is not resolved ("BACK-END LITIGATION OPTION DEFENDANT") consistent with the terms of Section VIII.G.

G. BACK-END LITIGATION OPTION LAWSUIT Claims and Defenses

1) In General

a) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may file a BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION

OPTION DEFENDANT for a LATER-MANIFESTED PHYSICAL CONDITION in accordance with the terms of this Section VIII.G.

b) Any BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION OPTION DEFENDANT must be filed within 6 months of either: (a) notice by the CLAIMS ADMINISTRATOR to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER of the election of all BP defendants named in the NOTICE OF INTENT TO SUE not to mediate, or (b) written confirmation by the CLAIMS ADMINISTRATOR to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER and to all BP defendants named in the NOTICE OF INTENT TO SUE that the mediation did not resolve the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim as to all BP defendants named in the NOTICE OF INTENT TO SUE.

c) A BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION OPTION DEFENDANT shall be filed only in the COURT; provided, however, that nothing in this MEDICAL SETTLEMENT AGREEMENT is intended to preclude a subsequent transfer of venue of such lawsuit to a different United States District Court consistent with the Federal Rules of Civil Procedure.

d) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may not bring a BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION OPTION DEFENDANT pursuant to Rule 23 of the Federal Rules of Civil Procedure or any other class, mass, or aggregate action procedures; provided, however, nothing in this MEDICAL SETTLEMENT AGREEMENT is intended to preclude consolidation or joinder of matters at issue or actions consistent with the Federal Rules of Civil Procedure. Further, nothing herein should be interpreted to preclude naming or joining any OTHER PARTY

as a defendant in a BACK-END LITIGATION OPTION LAWSUIT or joining a BP defendant to a lawsuit against any OTHER PARTY subject to the provisions of this Section VIII.G.

2) Claims and Defenses

a) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may assert a claim against a BACK-END LITIGATION OPTION DEFENDANT in a BACK-END LITIGATION OPTION LAWSUIT only for that LATER-MANIFESTED PHYSICAL CONDITION for which he or she timely submitted a NOTICE OF INTENT TO SUE.

b) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may assert a claim against a BACK-END LITIGATION OPTION DEFENDANT in a BACK-END LITIGATION OPTION LAWSUIT for a LATER-MANIFESTED PHYSICAL CONDITION only for compensatory damages.

c) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may not assert any claims against any BACK-END LITIGATION OPTION DEFENDANT in a BACK-END LITIGATION OPTION LAWSUIT for damages or remedies of whatever kind or character, known or unknown, that are recognized by law, or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, for punitive damages, exemplary damages, multiple damages, and other non-compensatory damages or penalties of any kind.

d) A BACK-END LITIGATION OPTION DEFENDANT may not assert in a BACK-END LITIGATION OPTION LAWSUIT any defense based on prescription, any statute of limitations or repose, the doctrine of laches, or any other defense predicated on the failure timely to pursue the claim, any defense based on splitting a cause of action, or any defense based on exclusivity of remedies under workers' compensation law or the Longshore

and Harbor Workers' Compensation Act, 33 U.S.C. §§ 901-950; provided, however, that nothing in this section is intended to allow a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to bring both a workers' compensation or Longshore and Harbor Workers' Compensation Act claim and seek relief under this BACK-END LITIGATION OPTION for a LATER-MANIFESTED PHYSICAL CONDITION.

3) Issues to be Litigated

a) For purposes of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION OPTION DEFENDANT for a LATER-MANIFESTED PHYSICAL CONDITION, unless otherwise stipulated and agreed to in writing between a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER and a BACK-END LITIGATION OPTION DEFENDANT, the following issues, elements, and proofs of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION OPTION DEFENDANT for a LATER-MANIFESTED PHYSICAL CONDITION may be litigated at trial:

(i) The fact of diagnosis (*i.e.*, whether the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER was correctly diagnosed with the alleged LATER-MANIFESTED PHYSICAL CONDITION);

(ii) The amount and location of oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES, and the timing thereof;

(iii) The level and duration of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S exposure to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES, and the timing thereof;

(iv) Whether the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S alleged LATER-MANIFESTED PHYSICAL CONDITION was legally caused by his or her exposure to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES;

(v) Whether there exist any alternative causes for the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S alleged LATER-MANIFESTED PHYSICAL CONDITION, including, but not limited to, exposure to other substances or sources of contaminants and/or toxins; and

(vi) The amount, if any, of compensatory damages to which the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is entitled.

b) For purposes of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION OPTION DEFENDANT for a LATER-MANIFESTED PHYSICAL CONDITION, unless otherwise stipulated and agreed to in writing between a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER and a BACK-END LITIGATION OPTION DEFENDANT, the following issues, elements, and proofs of a MEDICAL BENEFITS

SETTLEMENT CLASS MEMBER'S BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION OPTION DEFENDANT for a LATER-MANIFESTED PHYSICAL CONDITION need not be proven and may not be litigated at trial:

(i) The fact and/or existence of this MEDICAL SETTLEMENT AGREEMENT or any other class or individual settlement in connection with the *DEEPWATER HORIZON* INCIDENT, in order to prove liability for, invalidity of, or amount of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim;

(ii) The alleged fault of BP for the *DEEPWATER HORIZON* INCIDENT; and

(iii) Exposure of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES.

4) With respect to the issues, elements, and proofs that need not be proven and may not be litigated in a trial of a BACK-END LITIGATION OPTION LAWSUIT, neither the BP defendants nor the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER bringing the BACK-END LITIGATION OPTION LAWSUIT shall make the failure to prove or litigate such issues, elements, or proofs the basis for dismissal or judgment. In addition, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER bringing the BACK-END LITIGATION OPTION LAWSUIT and the BP defendants shall, following the filing of the BACK-END LITIGATION OPTION LAWSUIT, enter into appropriate stipulations to effectuate the provisions of Section VIII.G.

5) With respect to a claim for a LATER-MANIFESTED PHYSICAL CONDITION by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER against a BACK-END LITIGATION OPTION DEFENDANT in a BACK-END LITIGATION OPTION LAWSUIT, pretrial discovery may be had only as to non-privileged matters reasonably calculated to lead to the discovery of admissible evidence relevant to any issue that may be litigated at trial.

6) Pre-judgment interest shall be available beginning on the date on which either (a) all BP defendants named in the NOTICE OF INTENT TO SUE elect not to mediate the claim by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for a LATER-MANIFESTED PHYSICAL CONDITION, or (b) the mediator certifies that the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claims against any mediating BP defendants named in the NOTICE OF INTENT TO SUE were not resolved by the conclusion of the mediation, pursuant to Section VIII.E.6.

7) If a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER initiates a BACK-END LITIGATION OPTION LAWSUIT against any BACK-END LITIGATION OPTION DEFENDANT based upon a claim for a LATER-MANIFESTED PHYSICAL CONDITION, such BACK-END LITIGATION OPTION DEFENDANT shall have the right to challenge before the COURT whether the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER timely and properly filed a NOTICE OF INTENT TO SUE and/or timely and properly filed his or her BACK-END LITIGATION OPTION LAWSUIT.

8) If a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who claims a LATER-MANIFESTED PHYSICAL CONDITION is determined by the COURT to have failed to comply with the procedures set forth in this Section VIII, and such determination

is final and not subject to further appeal, he or she shall be barred from bringing a BACK-END LITIGATION OPTION LAWSUIT and all of his or her claims related to that LATER-MANIFESTED PHYSICAL CONDITION shall be deemed released and discharged with prejudice as against all RELEASED PARTIES.

IX. GULF REGION HEALTH OUTREACH PROGRAM

A. The GULF REGION HEALTH OUTREACH PROGRAM shall be established under this MEDICAL SETTLEMENT AGREEMENT to expand capacity for and access to high quality, sustainable, community-based healthcare services, including primary care, behavioral and mental health care, and environmental medicine, in the Gulf Coast communities in Louisiana, Mississippi, Alabama, and the Florida Panhandle. The GULF REGION HEALTH OUTREACH PROGRAM shall consist of four integrated GULF REGION HEALTH OUTREACH PROJECTS and shall establish a GULF REGION HEALTH OUTREACH PROGRAM LIBRARY.

B. Funding and implementation of the GULF REGION HEALTH OUTREACH PROGRAM shall begin upon the COURT'S entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER; provided, however, that if this MEDICAL SETTLEMENT AGREEMENT is terminated in accordance with Section XIV, BP shall have no obligation to continue with the funding of the GULF REGION HEALTH OUTREACH PROGRAM.

C. The Program

1) Upon entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, the CLAIMS ADMINISTRATOR shall enter into a GRANT AGREEMENT substantially in the form of Exhibit 2 with the grantee(s) for each GULF REGION HEALTH OUTREACH PROJECT and shall disburse funds to each such project in accordance with the terms of this Section IX.E and the grant proposals attached as Exhibits 13, 14, 15 and 16.

2) The GULF REGION HEALTH OUTREACH PROJECTS shall be the following:

a) A grant of \$50 million to expand and improve access to health care in underserved Gulf Coast communities in Louisiana, Mississippi, Alabama, and the Florida Panhandle (the “PRIMARY CARE CAPACITY PROJECT”) as detailed in Exhibit 13.

b) A grant of \$36 million to address behavioral and mental health needs, expertise, capacity, and literacy in the Gulf Coast communities in Louisiana, Mississippi, Alabama, and the Florida Panhandle (the “MENTAL AND BEHAVIORAL HEALTH CAPACITY PROJECT”) as detailed in Exhibit 14.

c) A grant of \$4 million to train community health workers on peer listening, community resiliency, and other related issues in Gulf Coast communities in Louisiana, Mississippi, Alabama, and the Florida Panhandle (the “COMMUNITY HEALTH WORKERS TRAINING PROJECT”) as detailed in Exhibit 15.

d) A grant of \$15 million to expand and improve environmental health expertise, capacity, and literacy in the Gulf Coast communities in Louisiana, Mississippi, Alabama, and the Florida Panhandle (the “ENVIRONMENTAL HEALTH CAPACITY AND LITERACY PROJECT”) as detailed in Exhibit 16.

D. Grantees

1) The grantees for the PRIMARY CARE CAPACITY PROJECT shall be the Louisiana Public Health Institute (“LPHI”) and the Alliance Institute, with LPHI acting as fiscal sponsor for such project and with Eric Baumgartner as the Project Leader.

2) The grantees for the MENTAL AND BEHAVIORAL HEALTH CAPACITY PROJECT shall be Louisiana State University Health Sciences Center with Dr. Howard Osofsky and Dr. Joy Osofsky as the Project Leaders, University of Southern Mississippi with Dr. Timothy Rehner as the Project Leader, University of South Alabama with

Dr. Jennifer Langhinrichsen-Rohling as the Project Leader, and University of West Florida with Dr. Glenn Rohrer as the Project Leader.

3) The grantee for the COMMUNITY HEALTH WORKERS TRAINING PROJECT shall be University of South Alabama with Dr. J. Steven Picou as the Project Leader.

4) The grantee for the ENVIRONMENTAL HEALTH CAPACITY AND LITERACY PROJECT shall be Tulane University School of Public Health and Tropical Medicine with Dr. Maureen Y. Litchveld as the Project Leader.

5) Each GULF REGION HEALTH OUTREACH PROJECT shall be implemented in compliance with the terms of its GRANT AGREEMENT. No funds distributed to a GULF REGION HEALTH OUTREACH PROJECT shall be used for any purpose other than the purposes set forth in such project's GRANT AGREEMENT. The grantees of a GULF REGION HEALTH OUTREACH PROJECT shall maintain clear, accurate, and complete records with respect to funds received under the GULF REGION HEALTH OUTREACH PROGRAM. The grantee(s) of a GULF REGION HEALTH OUTREACH PROJECT shall be responsible for complying with all applicable laws and regulations, including income and employment tax obligations, medical licensure requirements, and HIPAA.

6) The grantee(s) of a GULF REGION HEALTH OUTREACH PROJECT shall make quarterly written reports regarding implementation of their respective grants, and shall also provide such written reports to the CLAIMS ADMINISTRATOR at least 10 days in advance of the scheduled quarterly meetings of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE, pursuant to Section IX.G.3. The CLAIMS ADMINISTRATOR shall provide such reports to the GULF REGION HEALTH OUTREACH

PROGRAM COORDINATING COMMITTEE, MEDICAL BENEFITS CLASS COUNSEL, and BP.

7) The grantee(s) of a GULF REGION HEALTH OUTREACH PROJECT shall provide such additional information regarding the implementation of their respective grants as may be reasonably requested by the CLAIMS ADMINISTRATOR or as may be required by law or requested by the COURT.

8) The grantee(s) of a GULF REGION HEALTH OUTREACH PROJECT shall, prior to receiving any disbursement of funds, execute a GRANT AGREEMENT, in substantially the same form as attached as Exhibit 2, which shall include, to the extent allowed by law, a hold harmless agreement in favor of MEDICAL BENEFITS CLASS COUNSEL, MEDICAL BENEFITS CLASS REPRESENTATIVES, BP, and its counsel, employees, and agents, and the CLAIMS ADMINISTRATOR, and protecting MEDICAL BENEFITS CLASS COUNSEL, MEDICAL BENEFITS CLASS REPRESENTATIVES, BP, and its counsel, employees, and agents, and the CLAIMS ADMINISTRATOR from any liability for activities of a grantee in connection with a GULF REGION HEALTH OUTREACH PROJECT.

E. Funding Amounts and Disbursements of Funds

1) Provided that the grantee of a GULF REGION HEALTH OUTREACH PROJECT has executed a GRANT AGREEMENT, the CLAIMS ADMINISTRATOR shall disburse funds to that GULF REGION HEALTH OUTREACH PROJECT in six distributions, in the amounts set forth in Section IX.E.3, payable on the schedule set forth below:

a) Distribution One shall be distributed to each GULF REGION HEALTH OUTREACH PROJECT within 30 days of the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER.

b) Distribution Two shall be distributed within 90 days of Distribution One.

c) Distribution Three shall be distributed 1 year after Distribution One.

d) Distribution Four shall be distributed 2 years after Distribution One.

e) Distribution Five shall be distributed 3 years after Distribution One.

f) Distribution Six shall be distributed 4 years after Distribution One.

2) At least 10 days prior to the scheduled date of each of these distributions, BP shall transfer into the MEDICAL SETTLEMENT TRUST ACCOUNT for transfer by the trustee and/or the directed trustee into the GULF REGION HEALTH OUTREACH PROJECTS FUND sufficient funds to allow the CLAIMS ADMINISTRATOR to make each such distribution.

3) The CLAIMS ADMINISTRATOR shall make the distributions to the GULF HEALTH OUTREACH PROJECTS from the GULF REGION HEALTH OUTREACH PROJECTS FUND in the following amounts:

a) The PRIMARY CARE CAPACITY PROJECT shall be funded in the amount of \$50 million as follows:

- (i) Distribution One: \$2,250,000;
- (ii) Distribution Two: \$7,848,806;
- (iii) Distribution Three: \$16,222,413;
- (iv) Distribution Four: \$14,072,680;

- (v) Distribution Five: \$5,486,348; and
- (vi) Distribution Six: \$4,119,753.

b) The MENTAL AND BEHAVIORAL HEALTH CAPACITY

PROJECT shall be funded in the amount of \$36 million as follows:

- (i) Distribution One: \$1,389,008;
- (ii) Distribution Two: \$4,667,024;
- (iii) Distribution Three: \$13,221,164;
- (iv) Distribution Four: \$7,432,198;
- (v) Distribution Five: \$5,574,149; and
- (vi) Distribution Six: \$3,716,457.

c) The COMMUNITY HEALTH WORKERS TRAINING

PROJECT shall be funded in the amount of \$4 million as follows:

- (i) Distribution One: \$388,571;
- (ii) Distribution Two: \$1,165,713;
- (iii) Distribution Three: \$750,000;
- (iv) Distribution Four: \$650,000;
- (v) Distribution Five: \$550,000; and
- (vi) Distribution Six: \$495,716.

d) The ENVIRONMENTAL HEALTH CAPACITY AND

LITERACY PROJECT shall be funded in the amount of \$15 million as follows:

- (i) Distribution One: \$755,847;
- (ii) Distribution Two: \$2,267,539;
- (iii) Distribution Three: \$2,998,139;

- (iv) Distribution Four: \$3,002,636;
- (v) Distribution Five: \$2,997,509; and
- (vi) Distribution Six: \$2,978,330.

F. The administrative duties of the CLAIMS ADMINISTRATOR and the trustee and/or the directed trustee of the MEDICAL SETTLEMENT FUND with respect to the GULF REGION HEALTH OUTREACH PROGRAM shall include:

1) Upon the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, the trustee and/or the directed trustee of the MEDICAL SETTLEMENT TRUST shall undertake all necessary steps to establish the GULF REGION HEALTH OUTREACH PROJECTS FUND.

2) The CLAIMS ADMINISTRATOR and/or the trustee and/or the directed trustee of the MEDICAL SETTLEMENT TRUST shall establish procedures and controls to manage and account for: (a) the disbursement of funds from the GULF REGION HEALTH OUTREACH PROJECTS FUND to the GULF REGION HEALTH OUTREACH PROJECTS; (b) the disbursement of funds from the ADMINISTRATIVE FUND for the reasonable and necessary costs of establishing, implementing, and managing the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY; and (c) the payment from the ADMINISTRATIVE FUND of all other costs associated with the GULF REGION HEALTH OUTREACH PROGRAM.

3) The CLAIMS ADMINISTRATOR shall annually conduct a financial audit of each of the GULF REGION HEALTH OUTREACH PROJECTS and report the results of such financial audits to MEDICAL BENEFITS CLASS COUNSEL and BP. In the event that a financial audit reveals any material financial irregularity in a GULF REGION HEALTH

OUTREACH PROJECT, the CLAIMS ADMINISTRATOR shall cease any further disbursements to such project and shall notify and seek direction from MEDICAL BENEFITS CLASS COUNSEL, BP, and the COURT.

G. The GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE

1) The GULF REGION HEALTH OUTREACH PROJECTS shall, to the greatest extent possible, function in a cooperative and integrated manner and have reasonable flexibility to adjust their respective implementations to respond to changed needs and circumstances. To accomplish this goal, a GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE shall be created upon the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER.

2) The GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE shall be comprised of a maximum of 13 persons. Representatives from each of the GULF REGION HEALTH OUTREACH PROJECTS shall be members of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE, as follows: (i) the PRIMARY CARE CAPACITY PROJECT and the MENTAL AND BEHAVIORAL HEALTH CAPACITY PROJECT shall each have no more than 3 members and (ii) the ENVIRONMENTAL CAPACITY AND LITERACY PROJECT and the COMMUNITY HEALTH WORKERS TRAINING PROJECT shall each have no more than 2 members. Membership of a representative of a GULF REGION HEALTH OUTREACH PROJECT shall be contingent on his or her continuing to provide services as part of a GULF REGION HEALTH OUTREACH PROJECT. Up to 3 members who are not affiliated with a GULF REGION HEALTH OUTREACH PROJECT, including a chairperson of the GULF

REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE, shall be selected by MEDICAL BENEFITS CLASS COUNSEL and BP. In the event a member of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE is unable to continue to serve, MEDICAL BENEFITS CLASS COUNSEL and BP shall jointly select a replacement member.

3) The GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE shall meet quarterly, at least twice-per-year in person at an agreed upon location in the Gulf region, to (a) receive written reports on the implementation of each of the GULF REGION HEALTH OUTREACH PROJECTS, (b) evaluate the implementation of each of the GULF REGION HEALTH OUTREACH PROJECTS, (c) confirm that the required benchmarks set forth in each of the respective GULF REGION HEALTH OUTREACH PROJECTS' GRANT AGREEMENTS are being satisfactorily met, (d) identify activities to enhance cooperation among, and integration of the activities covered by, the GULF REGION HEALTH OUTREACH PROJECTS, and (e) by a vote of at least 10 out of 13 members, identify activities and make recommendations, as set forth in Section IX.G.4 below regarding adjustments needed to enhance the implementation of any GULF REGION HEALTH OUTREACH PROJECT, including a recommendation to delay the distribution of funds for a particular project because benchmarks set forth in a GULF REGION HEALTH OUTREACH PROJECT'S GRANT AGREEMENT are not being satisfactorily met.

4) Recommendations by the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE on how to enhance cooperation among, and integration of the activities covered by, the GULF REGION HEALTH OUTREACH PROJECTS and, to the extent warranted, adjustments to enhance the implementation of the respective GULF

REGION HEALTH OUTREACH PROJECTS (*e.g.*, accelerate the funding schedule of a GULF REGION HEALTH OUTREACH PROJECT, delay the funding schedule of a GULF REGION HEALTH OUTREACH PROJECT, or reallocate the funding within a GULF REGION HEALTH OUTREACH PROJECT), shall be made in writing to the CLAIMS ADMINISTRATOR, MEDICAL BENEFITS CLASS COUNSEL, and BP. MEDICAL BENEFITS CLASS COUNSEL and BP shall promptly evaluate such recommendations, and, if MEDICAL BENEFITS CLASS COUNSEL and BP jointly agree such recommendations should be adopted, they shall jointly seek approval of the COURT to implement such recommendations. If MEDICAL BENEFITS CLASS COUNSEL and BP do not jointly agree such recommendations should be adopted, funding of the GULF REGION HEALTH OUTREACH PROJECT shall continue pursuant to the original funding schedule.

5) Notwithstanding anything in the foregoing, neither MEDICAL BENEFITS CLASS COUNSEL, BP, the CLAIMS ADMINISTRATOR, nor the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE shall have any authority to change the goals of the GULF REGION HEALTH OUTREACH PROGRAM, or to reallocate funding among the GULF REGION HEALTH OUTREACH PROJECTS, unless such change in goals or reallocation of funding is approved by the COURT on joint motion of MEDICAL BENEFITS CLASS COUNSEL and BP.

6) MEDICAL BENEFITS CLASS COUNSEL and BP representatives may attend the quarterly meetings of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE as observers and at their own expense.

7) The CLAIMS ADMINISTRATOR shall make arrangements for and pay, out of the ADMINISTRATIVE FUND, the reasonable and necessary expenses for the quarterly

meetings of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE.

8) The CLAIMS ADMINISTRATOR shall pay, out of the ADMINISTRATIVE FUND, each member of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE reasonable and necessary travel and lodging expenses for each quarterly meeting that he or she attends. The CLAIMS ADMINISTRATOR shall also pay, out of the ADMINISTRATIVE FUND, each member of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE who is not a representative of a GULF REGION HEALTH OUTREACH PROJECT a \$1,000 honorarium for each quarterly meeting that he or she attends.

9) The CLAIMS ADMINISTRATOR shall pay, out of the ADMINISTRATIVE FUND, the Chair of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE a reasonable fee, which shall be approved by MEDICAL BENEFITS CLASS COUNSEL AND BP, for his or her services on such committee.

H. GULF REGION HEALTH OUTREACH PROGRAM LIBRARY

1) Beginning no later than 3 months following the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, the CLAIMS ADMINISTRATOR shall undertake to create, maintain, and update annually a publicly accessible, text-searchable, indexed, online electronic GULF REGION HEALTH OUTREACH PROGRAM LIBRARY comprised of LIBRARY MATERIALS.

2) LIBRARY MATERIALS shall include:

a) Documents and electronically stored information describing and/or identifying the composition of oil, other hydrocarbons, and other substances released from the

MC252 WELL and/or the *Deepwater Horizon* and its appurtenances and/or dispersants and/or decontaminants used in the RESPONSE ACTIVITIES;

b) Documents and electronically stored information describing and/or identifying the quantity of oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances and/or dispersants and/or decontaminants used in the RESPONSE ACTIVITIES;

c) Documents and electronically stored information describing and/or identifying the fate and transport (including the timing and quantity thereof) of oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances and/or dispersants and/or decontaminants used in the RESPONSE ACTIVITIES;

d) Documents and electronically stored information describing and/or identifying the nature, content, and scope of the RESPONSE ACTIVITIES;

e) Documents and electronically stored information describing and/or identifying any health risks or effects from exposure to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances and/or any of the dispersants and/or decontaminants used in the RESPONSE ACTIVITIES;

f) Documents and electronically stored information describing and/or identifying natural attenuation or decomposition of oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances and/or the dispersants and/or decontaminants used in the RESPONSE ACTIVITIES;

g) Documents and electronically stored information describing and/or identifying the nature, content, and scope of in situ burning performed during the RESPONSE ACTIVITIES, including any health risks and effects associated with in situ burning of any oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances and any of the dispersants and/or decontaminants used in the RESPONSE ACTIVITIES;

h) Documents and electronically stored information describing and/or identifying any monitoring, sampling or testing for oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances and/or dispersants and/or decontaminants used in the RESPONSE ACTIVITIES, including any results thereof;

i) Materials describing and/or identifying occupational safety, worker protection, and preventative measures for CLEAN-UP WORKERS; and

j) Documents and electronically-stored information describing and/or identifying any health studies of persons exposed to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances and/or dispersants and/or decontaminants used in the RESPONSE ACTIVITIES.

3) The definition of LIBRARY MATERIALS shall not include any documents and electronically-stored information that contain or would reveal information protected by (a) HIPAA or other applicable privacy laws, and/or (b) the attorney-client privilege, work product doctrine, or common interest privilege. To the extent any LIBRARY MATERIALS contain such information, all such information shall be redacted by the entity supplying such LIBRARY MATERIALS. LIBRARY MATERIALS also excludes (i) any

documents and electronically-stored information that are in the possession, custody, or control of BP solely by virtue of such documents and electronically-stored information having been produced to BP in the MDL 2179 litigation, and (ii) emails (but not attachments to such emails that fall within the definition of LIBRARY MATERIALS) that are in the possession, custody, or control of BP or any of its employees.

4) Costs associated with the creation, maintenance, and updating of the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY shall be SETTLEMENT COSTS.

5) The GULF REGION HEALTH OUTREACH PROGRAM LIBRARY shall remain in existence for the 21 years following the EFFECTIVE DATE.

6) As soon as practicable following the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER (but no later than 6 months after such order) and every year thereafter for the 21 years following the EFFECTIVE DATE, BP shall provide to the CLAIMS ADMINISTRATOR for inclusion in the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY all LIBRARY MATERIALS in BP'S possession, custody, or control that have not previously been provided to the CLAIMS ADMINISTRATOR. Where identical copies of LIBRARY MATERIALS are in the possession, custody, or control of BP, it shall provide only one copy of such materials.

7) Beginning no later than 3 months following the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER and every year thereafter for the 21 years following the EFFECTIVE DATE, the CLAIMS ADMINISTRATOR shall request by any applicable freedom of information law that the federal government, the state governments of Alabama, Florida, Louisiana, and Mississippi, the governments of the Gulf coast

counties of Alabama, Florida, and Mississippi, and the governments of the Gulf parish counties of Louisiana, provide to the CLAIMS ADMINISTRATOR for inclusion in the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY any LIBRARY MATERIALS which have not previously been provided to the CLAIMS ADMINISTRATOR. The CLAIMS ADMINISTRATOR shall be authorized to reimburse such entities providing LIBRARY MATERIALS the actual, reasonable costs of providing such materials, which shall be SETTLEMENT COSTS.

8) Beginning no later than 3 months following the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER and every year thereafter during the operation of the GULF REGION HEALTH OUTREACH PROJECTS, the CLAIMS ADMINISTRATOR shall request and obtain copies of any reports or studies created through the activities of the GULF REGION HEALTH OUTREACH PROJECTS for inclusion in the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY that refer or relate to any health risks or effects of (a) oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, (b) the dispersants and/or decontaminants used in the RESPONSE ACTIVITIES, and (c) the RESPONSE ACTIVITIES, but excluding any materials that would reveal information protected by HIPAA or other applicable privacy laws, or that have previously been provided to the CLAIMS ADMINISTRATOR.

9) Beginning no later than 3 months following the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, MEDICAL BENEFITS CLASS COUNSEL shall have the right to submit LIBRARY MATERIALS for inclusion in the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY.

10) The act of providing LIBRARY MATERIALS by BP or MEDICAL BENEFITS CLASS COUNSEL to the CLAIMS ADMINISTRATOR for inclusion in the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY shall not constitute an admission by BP of the authenticity of such materials, of the truth of the matters asserted in such materials, or of the relevancy of such materials in any legal or other proceeding.

11) The fact of access by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuing a BACK-END LITIGATION OPTION LAWSUIT against a BACK-END LITIGATION OPTION DEFENDANT for a LATER-MANIFESTED PHYSICAL CONDITION to LIBRARY MATERIALS produced by BP to the CLAIMS ADMINISTRATOR for inclusion in the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY shall not constitute, and shall not be contended to constitute, satisfaction by BP of its obligation to produce materials or disclose information in response to discovery requests in litigation, except to the extent BP'S discovery responses comply with Federal Rules of Civil Procedure Rule 33(d), Rule 34(b)(2)(E), or any other applicable Federal Rule of Civil Procedure governing discovery.

X. PRELIMINARY APPROVAL BY THE COURT AND CLASS CERTIFICATION

A. Promptly after the execution of this MEDICAL SETTLEMENT AGREEMENT, the PARTIES shall file with the COURT this MEDICAL SETTLEMENT AGREEMENT, as well as a Joint Motion for Preliminary Approval of the Medical Benefits Class Action Settlement, Approval of Class Notice, and Related Matters. Simultaneously, the MEDICAL BENEFITS CLASS REPRESENTATIVES shall file with the COURT a Motion for Certification of a Rule 23(b)(3) Class for Purposes of Settlement.

B. The PARTIES agree to take all actions and steps reasonably necessary to obtain a PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER from the COURT.

C. Promptly following the filing of the Joint Motion for Preliminary Approval of the Medical Benefits Class Action Settlement, Approval of Class Notice, and Related Matters, BP and MEDICAL BENEFITS CLASS COUNSEL shall file with the COURT a motion seeking the creation of a MEDICAL SETTLEMENT TRUST and appointment of the trustee and the directed trustee of such MEDICAL SETTLEMENT TRUST.

D. The PARTIES agree that any certification of the MEDICAL BENEFITS SETTLEMENT CLASS shall be for settlement purposes only. The PARTIES do not waive or concede any position or arguments they have for or against class certification of any class for any other purpose in any action or proceeding. Any class certification order entered in connection with this MEDICAL SETTLEMENT AGREEMENT shall not constitute an admission by BP, or finding or evidence, that the MEDICAL BENEFITS CLASS REPRESENTATIVES' claims, or the claims of any other MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, or the claims of the MEDICAL BENEFITS SETTLEMENT CLASS are appropriate for litigation class treatment. To the extent the COURT enters the proposed form of PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, the FINAL ORDER AND JUDGMENT will provide

for vacation of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER in the event that this MEDICAL SETTLEMENT AGREEMENT does not become effective. In the event that the COURT certifies the proposed MEDICAL BENEFITS SETTLEMENT CLASS in connection with this MEDICAL SETTLEMENT AGREEMENT, BP will not oppose a motion brought by INTERIM CLASS COUNSEL, MEDICAL BENEFITS CLASS COUNSEL, or the PSC seeking to certify a litigation class against TRANSOCEAN or HALLIBURTON, but limited solely to the recovery of punitive damages.

E. Upon entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, the statutes of limitation applicable to any and all claims or causes of action that have been or could be asserted by or on behalf of any MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS are hereby tolled and stayed. The limitations period shall not begin to run again for any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER unless and until (a) they OPT OUT of the MEDICAL BENEFITS SETTLEMENT CLASS or (b) this MEDICAL SETTLEMENT AGREEMENT is terminated pursuant to Section XIV. In the event the MEDICAL SETTLEMENT AGREEMENT is terminated pursuant to Section XIV, the limitations period for each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER as to whom the limitations period had not expired as of the date of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER shall extend for the longer of 90 days from the last required issuance of notice of termination or the period otherwise remaining before expiration. Notwithstanding the temporary tolling agreement herein, the PARTIES recognize that any time already elapsed for any MEDICAL BENEFITS CLASS REPRESENTATIVES or MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS on any applicable statutes of limitations shall not be reset, and no expired claims shall be revived, by virtue of this temporary tolling

agreement. MEDICAL BENEFITS CLASS REPRESENTATIVES and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS do not admit, by entering into this MEDICAL SETTLEMENT AGREEMENT, that they have waived any applicable tolling protections available as a matter of law or equity. Nothing in this MEDICAL SETTLEMENT AGREEMENT shall constitute an admission in any manner that the statute of limitations has been tolled for anyone outside the MEDICAL BENEFITS SETTLEMENT CLASS, nor does it constitute a waiver of legal positions regarding tolling.

XI. NOTICE, OPT OUT, AND OBJECTIONS

A. As part of their Joint Motion for Preliminary Approval of Medical Benefits Class Action Settlement, Approval of Class Notice, and Related Matters, the PARTIES shall submit to the COURT an agreed upon MEDICAL BENEFITS SETTLEMENT CLASS NOTICE PLAN.

B. The MEDICAL BENEFITS CLASS NOTICE PLAN, to be implemented at BP'S expense as a SETTLEMENT COST, shall be designed to meet the requirements of Fed. R. Civ. P. 23 (c)(2)(B), and shall include:

1) A multi-media notice effort covering the entire United States with a focus on the Gulf Coast areas. The media notice effort will include publication in over 1,100 local newspapers and nationwide publication in leading national consumer magazines, trade, business and specialty publications, local television, radio and newspapers in the Gulf Coast Areas, appropriate foreign language and African-American publications and online banner advertising.

2) Individual mailed notification to those MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who can practicably be identified from COURT filings and records; GCCF records; databases, data files, data collections, and other documentary evidence in the possession, custody, or control of BP; names and addresses of known residents who resided in ZONE B; and other sources, pursuant to the COURT-approved MEDICAL BENEFITS CLASS NOTICE PLAN. Additionally, the MEDICAL BENEFITS CLASS NOTICE shall be mailed to identifiable potential MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS in the MEDICAL BENEFITS SETTLEMENT CLASS, plaintiffs in MDL No. 2179, including NATURAL PERSONS who filed short form joinders in MDL No. 2179. To the extent BP or MEDICAL BENEFITS CLASS COUNSEL is aware that any of these MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS are represented by counsel other

than MEDICAL BENEFITS CLASS COUNSEL, the MEDICAL BENEFITS CLASS NOTICE shall also be mailed to their attorney.

3) Prior to mailing, all addresses will be checked against the National Change of Address database managed by the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE AGENT. If a record is returned as invalid, the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE AGENT will update the address through third-party address search services and re-mail as appropriate.

4) A website where potential MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS can obtain additional information and documents, including the MEDICAL BENEFITS CLASS NOTICE, MEDICAL SETTLEMENT AGREEMENT, PROOF OF CLAIM FORM, relevant orders of the COURT, and any other information the PARTIES may agree to provide or that the COURT may require.

5) A toll-free telephone system through which potential MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS can obtain additional information, and the MEDICAL BENEFITS CLASS NOTICE and PROOF OF CLAIM FORM.

In addition to the foregoing, a COURT-approved notice will be given if the MEDICAL BENEFITS CLASS ACTION SETTLEMENT terminates, and a COURT-approved reminder notice will be given in advance of the deadline for filing a PROOF OF CLAIM FORM at BP's expense as a SETTLEMENT COST.

C. The CLAIMS ADMINISTRATOR shall develop and manage an automated telephone system that uses a toll-free number or numbers to provide information in English, Spanish, and Vietnamese about the MEDICAL BENEFITS CLASS ACTION SETTLEMENT beginning upon the date of the entry of the PRELIMINARY APPROVAL AND CLASS

CERTIFICATION ORDER. Through this system, MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS may request and obtain copies of the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE, the MEDICAL SETTLEMENT AGREEMENT, the PROOF OF CLAIM FORM, and other forms, and speak with live operators for further information. The same documents and forms shall also be available for review and downloading from a website developed and managed by the CLAIMS ADMINISTRATOR that provides information about the MEDICAL BENEFITS CLASS ACTION SETTLEMENT, beginning upon the date of the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER or such other date specified therein.

D. The CLAIMS ADMINISTRATOR shall maintain a list of the names and addresses of each person to whom the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE was transmitted in accordance with any order entered by the COURT pursuant to Section X above. These names and addresses shall be kept strictly confidential and shall be used only for purposes of administering this MEDICAL BENEFITS CLASS ACTION SETTLEMENT, except as otherwise ordered by the COURT.

E. The MEDICAL BENEFITS SETTLEMENT CLASS NOTICE shall provide instructions regarding the procedures that must be followed to OPT OUT of the MEDICAL BENEFITS SETTLEMENT CLASS pursuant to Fed. R. Civ. P. 23(c)(2)(B)(v). The PARTIES agree that, to OPT OUT validly from the MEDICAL BENEFITS SETTLEMENT CLASS, a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER must submit a written request to OPT OUT stating "I wish to exclude myself from the Medical Benefits Settlement Class" (or substantially similar clear and unambiguous language) to the CLAIMS ADMINISTRATOR on or before such date as is ordered by the COURT. That written request shall also contain the

MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S printed name, address, phone number, and date of birth and enclose a copy of his or her driver's license or other government-issued identification. A written request to OPT OUT may not be signed using any form of electronic signature, but must be signed by hand by the NATURAL PERSON seeking to exclude himself or herself from the MEDICAL BENEFITS SETTLEMENT CLASS or, where applicable, his or her AUTHORIZED REPRESENTATIVE. Attorneys for MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS may submit a written request to OPT OUT on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, but such request must be signed by hand by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or, where applicable, his or her AUTHORIZED REPRESENTATIVE. The CLAIMS ADMINISTRATOR shall provide copies of all requests to OPT OUT to MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL within 7 days of receipt of each such form or request.

F. All NATURAL PERSONS in the MEDICAL BENEFITS SETTLEMENT CLASS who do not timely and properly OPT OUT from the MEDICAL BENEFITS SETTLEMENT CLASS shall in all respects be bound by all terms of this MEDICAL SETTLEMENT AGREEMENT and the FINAL ORDER AND JUDGMENT upon the EFFECTIVE DATE, shall be entitled to all procedural opportunities and protections described in this MEDICAL SETTLEMENT AGREEMENT and provided by the COURT, and to all compensation and benefits for which they qualify under its terms, and shall be barred permanently and forever from commencing, instituting, maintaining, or prosecuting any action asserting any RELEASED CLAIMS against any RELEASED PARTIES in any court of law or equity, arbitration tribunal, or administrative or other forum.

G. Prior to the entry of the FINAL ORDER AND JUDGMENT, any NATURAL PERSON may revoke his or her OPT OUT from the MEDICAL BENEFITS SETTLEMENT CLASS and thereby receive the benefits of this MEDICAL BENEFITS CLASS ACTION SETTLEMENT by submitting a written request to the CLAIMS ADMINISTRATOR to revoke an OPT OUT stating “I wish to revoke my request to be excluded from the Medical Benefits Settlement Class” (or substantially similar clear and unambiguous language), and also containing the NATURAL PERSON’S printed name, address, phone number, and date of birth. The written request to revoke an OPT OUT must be signed by the NATURAL PERSON or, where applicable, his or her AUTHORIZED REPRESENTATIVE, seeking to revoke his or her OPT OUT. After the entry of the FINAL ORDER AND JUDGMENT, a NATURAL PERSON may revoke his or her OPT OUT from the MEDICAL BENEFITS SETTLEMENT CLASS and thereby receive the benefit of this MEDICAL BENEFITS CLASS ACTION SETTLEMENT, by submitting a written request to the CLAIMS ADMINISTRATOR to revoke an OPT OUT stating “I wish to revoke my request to be excluded from the Medical Benefits Settlement Class” (or substantially similar clear and unambiguous language), and also containing the NATURAL PERSON’S printed name, address, phone number, and date of birth. The written request to revoke an OPT OUT must be signed by the NATURAL PERSON or, where applicable, his or her AUTHORIZED REPRESENTATIVE, seeking to revoke his or her OPT OUT. After entry of the FINAL ORDER AND JUDGMENT, BP must give its written consent to the NATURAL PERSON’S request to revoke his or her OPT OUT, which consent shall not be unreasonably withheld.

H. A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may present written objections, if any, explaining why he or she believes the MEDICAL BENEFITS CLASS

ACTION SETTLEMENT should not be approved by the COURT as fair, reasonable, and adequate. No later than such date as is ordered by the COURT, a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who wishes to object to any aspect of the MEDICAL BENEFITS CLASS ACTION SETTLEMENT must (1) serve on the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL, by United States mail, and (2) file with the COURT, a written statement of the objection(s). The written statement of objection(s) must include (a) written evidence establishing that the individual is a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER; (b) a detailed statement of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER wishes to bring to the COURT'S attention, and any evidence the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER wishes to introduce in support of his or her objection(s); (c) the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S address and telephone number; and (d) any other supporting papers, materials, or briefs the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER wishes the COURT to consider when reviewing the objection.

I. A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may object on his or her own behalf or through an attorney hired at that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S own expense. Attorneys asserting objections on behalf of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS must (1) file a notice of appearance with the COURT by the date set forth in the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, or as the COURT otherwise may direct; (2) file a sworn declaration attesting to the representation of each MEDICAL BENEFITS SETTLEMENT CLASS

MEMBER on whose behalf the objection is being filed or a copy of the contract (to be filed *in camera*) between that attorney and each such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER; (3) serve a copy of the notice of appearance and statements on the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL, by United States mail by the date set forth in the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, or as the COURT otherwise may direct; and (4) comply with the procedures described in Section XI.H above.

J. A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or, if represented, his or her counsel, seeking to make an appearance at the FAIRNESS HEARING must serve on the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL, by United States mail, and file with the COURT, by the date set forth in the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, or as the COURT otherwise may direct, a written notice of his or her intention to appear at the FAIRNESS HEARING.

K. Any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who fails to comply with the provisions of Sections XI.H and I shall waive and forfeit any and all rights he or she may have to object to the MEDICAL BENEFITS CLASS ACTION SETTLEMENT.

L. Submission of a PROOF OF CLAIM FORM shall not waive a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S right to object to the MEDICAL BENEFITS CLASS ACTION SETTLEMENT.

XII. STAY OR ADJOURNMENT OF ALL PROCEEDINGS

BP'S position is that a stay or adjournment of any trial proceeding (including the previously set Phase I Trial of Liability, Exoneration, and Fault Allocation) that would or might determine BP'S liability to the MEDICAL BENEFITS SETTLEMENT CLASS is a material term and condition precedent to this MEDICAL BENEFITS CLASS ACTION SETTLEMENT from the date of the PARTIES' execution of this MEDICAL SETTLEMENT AGREEMENT through the COURT'S determination of the fairness of this MEDICAL BENEFITS CLASS ACTION SETTLEMENT. The MEDICAL BENEFITS CLASS REPRESENTATIVES and MEDICAL BENEFITS CLASS COUNSEL shall not oppose BP'S position.

XIII. COMMUNICATIONS TO THE PUBLIC

The PARTIES, BP'S COUNSEL, and the MEDICAL BENEFITS CLASS COUNSEL may jointly or separately issue press releases announcing and describing this MEDICAL SETTLEMENT AGREEMENT upon filing. The form, content, and timing of such press releases relating to this MEDICAL SETTLEMENT AGREEMENT shall be subject to mutual agreement of MEDICAL BENEFITS CLASS COUNSEL and BP, which shall not be unreasonably withheld, and in addition, BP shall, in its sole discretion, be entitled to include such information as required by law or regulation. MEDICAL BENEFITS CLASS COUNSEL (or their designee) and BP will consult regarding press releases. Communications by or on behalf of the PARTIES and their respective counsel regarding this MEDICAL SETTLEMENT AGREEMENT with the public and media shall be made in good faith, shall be consistent with the PARTIES' agreement to take all actions reasonably necessary for preliminary and final approval of this MEDICAL BENEFITS CLASS ACTION SETTLEMENT, and the information contained in such communications shall be consistent with the content of the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE approved by the COURT. Nothing herein is intended or shall be interpreted to inhibit or interfere with MEDICAL BENEFITS CLASS COUNSEL'S ability to communicate with the COURT, MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, potential MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, or their counsel.

XIV. TERMINATION

A. This MEDICAL SETTLEMENT AGREEMENT shall, unless otherwise agreed in writing by the MEDICAL BENEFITS CLASS COUNSEL and BP, terminate and become null and void, and shall have no further effect with respect to any party, if: (1) the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, and/or the FINAL ORDER AND JUDGMENT, is not entered by the COURT or is reversed on appeal by the court of last resort; (2) the EFFECTIVE DATE does not occur for any reason; or (3) entry of the FINAL ORDER AND JUDGMENT is vacated or reversed on appeal by the court of last resort.

B. This MEDICAL SETTLEMENT AGREEMENT shall, at the written election of BP, terminate and become null and void, and shall have no further effect, in the event that (1) a majority of the MEDICAL BENEFITS CLASS REPRESENTATIVES do not give their consent to this MEDICAL BENEFITS CLASS ACTION SETTLEMENT at the FAIRNESS HEARING; or (2) if the COURT has ordered a material modification of any of the terms of this MEDICAL SETTLEMENT AGREEMENT. Such written election to terminate this MEDICAL SETTLEMENT AGREEMENT must be made within 30 days of each happening of the events described in (1) or (2) of this paragraph.

C. This MEDICAL SETTLEMENT AGREEMENT shall, at the written election of MEDICAL BENEFITS CLASS COUNSEL, terminate and become null and void, and shall have no further effect, in the event that the COURT has ordered a material modification of any of the terms of this MEDICAL SETTLEMENT AGREEMENT. Such written election to terminate the MEDICAL SETTLEMENT AGREEMENT must be made within 30 days of the event described in this paragraph.

D. If any material provision of this MEDICAL SETTLEMENT AGREEMENT, including but not limited to the RELEASE in Section XVI, shall for any reason be held in whole

or in part to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this MEDICAL SETTLEMENT AGREEMENT if BP and MEDICAL BENEFITS CLASS COUNSEL elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this MEDICAL SETTLEMENT AGREEMENT. If no such election by BP and MEDICAL BENEFITS CLASS COUNSEL is made, then this MEDICAL SETTLEMENT AGREEMENT shall become null and void consistent with the terms described in Section XIV.A above.

E. If any non-material provisions contained in this MEDICAL SETTLEMENT AGREEMENT are for any reason held to be invalid, illegal, or unenforceable in any respect, that holding shall not affect any other provision of this MEDICAL SETTLEMENT AGREEMENT.

F. In the event this MEDICAL SETTLEMENT AGREEMENT is terminated or becomes null and void in accordance with Sections XIV.A-D above, this MEDICAL SETTLEMENT AGREEMENT shall not be offered into evidence or used in this or in any other action in the COURT, in any other federal court, any state court, or any other tribunal or forum for any purpose, including, but not limited to, the existence, certification, or maintenance of any purported class. In addition, in such event, this MEDICAL SETTLEMENT AGREEMENT and all negotiations, proceedings, documents prepared and statements made in connection with this MEDICAL SETTLEMENT AGREEMENT shall be without prejudice to all PARTIES and shall not be admissible into evidence and shall not be deemed or construed to be an admission or concession by any of the PARTIES of any fact, matter, or proposition of law and shall not be used in any manner for any purpose, and all PARTIES shall stand in the same position as if this MEDICAL SETTLEMENT AGREEMENT had not been negotiated, made, or filed with the COURT.

G. If this MEDICAL SETTLEMENT AGREEMENT for any reason terminates and/or becomes null and void, the PARTIES shall jointly move the COURT to vacate the PRELIMINARY APPROVAL AND CERTIFICATION ORDER and any other orders certifying a MEDICAL BENEFITS SETTLEMENT CLASS or enjoining any MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS.

H. If this MEDICAL SETTLEMENT AGREEMENT for any reason terminates and/or becomes null and void after notice has been given, BP shall provide COURT-approved notice of termination to the MEDICAL BENEFITS SETTLEMENT CLASS on the same scale and in the same manner as the original MEDICAL BENEFITS SETTLEMENT CLASS NOTICE.

I. If this MEDICAL SETTLEMENT AGREEMENT terminates for any of the reasons in this Section, any unspent and uncommitted monies in the FUNDS shall revert to BP.

XV. PRESERVATION OF CONFIDENTIAL DOCUMENTS

In the event any confidential documentation is provided by or on behalf of the PARTIES in the course of the settlement process, the PARTIES and their counsel agree that all such documentation shall be preserved until after performance of all terms of this MEDICAL SETTLEMENT AGREEMENT is completed, and the use of such documentation shall be governed by the following pretrial orders entered in MDL 2179: Pretrial Order No. 13, Order Protecting Confidentiality; Pretrial Order No. 29, Regarding Documents Produced by BP in the Texas City Litigation; Pretrial Order No. 38, Order Relating to Confidentiality of Settlement Communications; and Pretrial Order No. 47, Order Regarding Designation of Documents as “Confidential” or “Highly Confidential.” The PARTIES shall continue to treat documents in conformity with the requirements of the confidentiality requirements of the foregoing pretrial orders.

XVI. RELEASE

A. In consideration of the benefits described and the agreement and covenants contained in this MEDICAL SETTLEMENT AGREEMENT, the MEDICAL BENEFITS SETTLEMENT CLASS, the MEDICAL BENEFITS CLASS REPRESENTATIVES, and all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS promise, covenant, and agree that, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, the MEDICAL BENEFITS SETTLEMENT CLASS, the MEDICAL BENEFITS CLASS REPRESENTATIVES, and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, including their predecessors, successors, assigns, representatives, attorneys, agents, trustees, insurers, heirs, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, shall release and forever discharge the RELEASED PARTIES from any liability for all claims of any nature whatsoever in law or in equity, past and present, and whether known or unknown, suspected or claimed, relating to or arising under any federal, state, local, or international statute, regulation, or law (including admiralty claims, claims under maritime law, codal law, adjudication, quasi-adjudication, tort claims, contract claims, actions, causes of action, declaratory judgment actions, cross-claims, counterclaims, third-party claims, demands, and claims for damages, compensatory damages, liquidated damages, punitive damages, exemplary damages, multiple damages, and other non-compensatory damages or penalties of any kind, fines, equitable relief, injunctive relief, conditional or other payments or interest of any type, debts, liens, costs, expenses and/or attorneys fees, interest, or liabilities) that have been or could have been brought in connection with:

1) Personal injury or bodily injury (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), and any progression and/or exacerbation of personal injury or bodily injury, that first manifested by April 16, 2012, where such injury, progression, and/or exacerbation in whole or in part arose from, was due to, resulted from, or was related to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT, or wrongful death and/or survival actions as a result of such injury, progression, and/or exacerbation; and/or

2) Loss of support, services, consortium, companionship, society, or affection, or damage to familial relations arising out of any personal injury or bodily injury (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life) to another person, and any progression and/or exacerbation of personal injury or bodily injury to another person, that first manifested by April 16, 2012, where such injury, progression, and/or exacerbation in whole or in part arose from, was due to, resulted from, or was related to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT, or wrongful death and/or survival actions as a result of such personal or bodily injury; and/or

3) Increased risk, possibility, or fear of suffering in the future from any disease, injury, illness, emotional or mental harm, condition, or death, in whole or in part arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT unless arising out of and pertaining to a LATER-MANIFESTED PHYSICAL CONDITION; and/or

4) Medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed conditions that may in whole or in part arise out of, result from, or relate to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT regardless of

whether a MEDICAL BENEFITS SETTLEMENT CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER timely makes any claim for benefits under this MEDICAL SETTLEMENT AGREEMENT.

B. In further consideration of the benefits described and the agreements and covenants contained in this MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, any and all claims of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER relating to, arising from, or as a result of a LATER-MANIFESTED PHYSICAL CONDITION are released and forever discharged as to the RELEASED PARTIES with respect to that particular MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S particular LATER-MANIFESTED PHYSICAL CONDITION if, but only if, one or both of the following conditions occur as to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER:

1) That MEDICAL BENEFITS SETTLEMENT CLASS MEMBER fails properly to submit a NOTICE OF INTENT TO SUE for that particular LATER-MANIFESTED PHYSICAL CONDITION within 4 years of the first diagnosis of that LATER-MANIFESTED PHYSICAL CONDITION or of the EFFECTIVE DATE, whichever is later; or

2) That MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who is eligible to file a BACK-END LITIGATION OPTION LAWSUIT fails timely and properly to file such lawsuit for that particular LATER-MANIFESTED PHYSICAL CONDITION, as provided in Section VIII.G.1.b.

C. In further consideration of the benefits described and the agreements and covenants contained in this MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, any and all claims for

damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created in the future by statute, regulation, judicial decision, or in any other manner, for punitive damages, exemplary damages, multiple damages, and other non-compensatory damages or penalties of any kind, that relate to, arise from, or are a result of any LATER-MANIFESTED PHYSICAL CONDITION are released and forever discharged by the MEDICAL BENEFITS CLASS REPRESENTATIVES, all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, and the MEDICAL BENEFITS SETTLEMENT CLASS as to the RELEASED PARTIES.

D. In further consideration of the benefits described and the agreements and covenants contained in this MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, the MEDICAL BENEFITS CLASS REPRESENTATIVES, all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, and the MEDICAL BENEFITS SETTLEMENT CLASS shall release and forever discharge, hold harmless, and covenant not to sue the RELEASED PARTIES from any and all claims, including UNKNOWN CLAIMS, arising from, relating to, or resulting from the reporting, transmittal of information, or communications between or among BP, the CLAIMS ADMINISTRATOR, any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or any OTHER PAYER/PROVIDER regarding any claim for benefits under this MEDICAL SETTLEMENT AGREEMENT, including any consequences in the event that this MEDICAL SETTLEMENT AGREEMENT impacts, limits, or precludes any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S right to benefits under Social Security or from any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM, or OTHER PAYER/PROVIDER.

E. In further consideration of the benefits described and the agreements and covenants contained in this MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, the MEDICAL BENEFITS CLASS REPRESENTATIVES, all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, and the MEDICAL BENEFITS SETTLEMENT CLASS shall release and forever discharge, hold harmless, and covenant not to sue the RELEASED PARTIES from any and all claims, including UNKNOWN CLAIMS pursuant to the MSP LAWS, or other similar causes of action, arising from, relating to, or resulting from the failure or alleged failure of any of the RELEASED PARTIES to provide for a primary payment or appropriate reimbursement to a GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM, and/or OTHER PAYER/PROVIDER in connection with claims for medical items, services, and/or prescription drugs provided in connection with compensation or benefits claimed or received by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to this MEDICAL SETTLEMENT AGREEMENT.

F. In further consideration of the benefits described and the agreements and covenants contained in this MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, the MEDICAL BENEFITS CLASS REPRESENTATIVES, all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, and the MEDICAL BENEFITS SETTLEMENT CLASS shall release and forever discharge, hold harmless, and covenant not to sue the RELEASED PARTIES, MEDICAL BENEFITS CLASS COUNSEL, MEDICAL BENEFITS CLASS REPRESENTATIVES, and the CLAIMS ADMINISTRATOR, and their respective officers, directors, and employees from any and all claims, including UNKNOWN CLAIMS, arising from, relating to, or resulting from

their participation, if any, in the PERIODIC MEDICAL CONSULTATION PROGRAM, including, but not limited to, claims for negligence, medical malpractice, wrongful or delayed diagnosis, personal injury, bodily injury (including disease, trauma, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), or death arising from, relating to, or resulting from such participation.

G. The claims described in Sections XVI.A-F above are collectively referred to as RELEASED CLAIMS. Notwithstanding the above, RELEASED CLAIMS do not include (1) any claims arising from the alleged exposure of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, *in utero*, to dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES; (2) any claims for non-exposure-based physical or bodily trauma injury that arose from, was due to, resulted from or was related to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT, or wrongful death and/or survival actions as a result of such non-exposure-based physical or bodily trauma injury (except that any heat-related injury shall be a RELEASED CLAIM); (3) any of the claims for economic and property damages asserted by or on behalf of the members of the Economic and Property Damages Class, as defined and described in the Economic and Property Damages Settlement Agreement and the Class Action Complaint styled *Bon Secour Fisheries, Inc., et al. v. BP Exploration & Production, Inc., et al.*, filed in the Eastern District of Louisiana on April 16, 2012; or (4) any other claims for economic loss or property damage due to, resulting from, or relating in any way to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT, excluding DAMAGES other than those (i) arising out of and pertaining to a LATER-MANIFESTED PHYSICAL CONDITION or (ii) arising out of a non-exposure-based physical or bodily trauma injury that arose from, was due to, resulted from or was related to, directly or indirectly, the *DEEPWATER*

HORIZON INCIDENT, or wrongful death and/or survival actions as a result of such physical or bodily trauma injury (except that any heat-related injury shall be a RELEASED CLAIM). In addition, the MEDICAL BENEFITS SETTLEMENT CLASS', MEDICAL BENEFITS CLASS REPRESENTATIVES', and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS' claims for punitive or exemplary damages against HALLIBURTON and TRANSOCEAN are reserved.

H. With respect to any claim of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for (1) a personal injury or bodily injury due to, resulting from, or relating in any way to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT or wrongful death and/or survival as a result of such personal injury or bodily injury that is not a RELEASED CLAIM, (2) economic loss due to, resulting from, or relating in any way to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT that is not a RELEASED CLAIM, or (3) property damage due to, resulting from, or relating in any way to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT that is not a RELEASED CLAIM, BP waives any defense based upon the argument it otherwise might make or raise that such claim is or was improperly split from a RELEASED CLAIM.

I. From and after the EFFECTIVE DATE, for the consideration provided for herein and by operation of the FINAL ORDER AND JUDGMENT, the MEDICAL BENEFITS CLASS REPRESENTATIVES, all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, and the MEDICAL BENEFITS SETTLEMENT CLASS covenant, promise, and agree that they shall not, at any time, institute, cause to be instituted, assist in instituting, or permit to be instituted on his, her, or its behalf, or on behalf of any other individual or entity, any proceeding (1) alleging or asserting any of his or her respective RELEASED CLAIMS against the RELEASED

PARTIES in any federal court, any state court, or arbitration, regulatory agency, or any other tribunal or forum, or (2) challenging the validity of the RELEASE.

J. The MEDICAL BENEFITS CLASS REPRESENTATIVES, MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, and the MEDICAL BENEFITS SETTLEMENT CLASS may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the actions or matters covered by the RELEASE. MEDICAL BENEFITS CLASS REPRESENTATIVES and the MEDICAL BENEFITS CLASS COUNSEL, on behalf of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS and the MEDICAL BENEFITS SETTLEMENT CLASS, explicitly took UNKNOWN CLAIMS into account in entering into the MEDICAL SETTLEMENT AGREEMENT. Upon the EFFECTIVE DATE and subject to and without prejudice to the provisions of Section VIII, each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall, without any further action by or on behalf of such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, waive and release any and all rights that he or she may have under any law, statute, regulation, administrative adjudication, decision, judgments, or common law principle that would otherwise limit his or her RELEASED CLAIMS to those claims or matters actually known or suspected to exist at the time of execution of this MEDICAL SETTLEMENT AGREEMENT. California law is not applicable to this MEDICAL SETTLEMENT AGREEMENT, but purely for illustrative purposes, the RELEASED CLAIMS include, but are not limited to, the provisions of 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.

K. Except as provided in Section XXIX.L, this RELEASE is not intended to prevent BP from exercising its rights of contribution, subrogation, or indemnity under any law. BP is hereby subrogated to any and all such rights that MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, or any of them, may have had or have arising from the *DEEPWATER HORIZON* INCIDENT and which are RELEASED CLAIMS under this MEDICAL SETTLEMENT AGREEMENT.

L. Nothing in this RELEASE shall preclude any action to enforce the terms of this MEDICAL SETTLEMENT AGREEMENT, provided that such action shall be brought in the COURT.

M. The RELEASED CLAIMS of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS as against BP are assigned to BP for the purpose of legally extinguishing any further liability of BP to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS for any RELEASED CLAIMS.

N. The PARTIES represent and warrant that no promise or inducement has been offered or made for the RELEASE contained in this Section except as set forth in this MEDICAL SETTLEMENT AGREEMENT and that the RELEASE is executed without reliance on any statements or any representations not contained in this MEDICAL SETTLEMENT AGREEMENT.

XVII. OTHER PROTECTIONS

A. Satisfaction of COMPENSATORY DAMAGES The MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS agree and acknowledge that the SETTLEMENT BENEFITS, 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.

B. Protections for RELEASED PARTIES The MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS promise, agree, acknowledge, represent, warrant, and covenant as follows:

1) No Assignment of the MEDICAL BENEFITS SETTLEMENT CLASS', MEDICAL BENEFITS CLASS REPRESENTATIVES', or MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS' Claims Neither the MEDICAL BENEFITS SETTLEMENT CLASS nor any MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall assign, or shall attempt to assign, 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 attempt to assign, 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.

2) No Recovery of Additional COMPENSATORY DAMAGES Neither the MEDICAL BENEFITS SETTLEMENT CLASS nor any MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT 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 or the HALLIBURTON PARTIES. Nothing in this Section XVII shall impair or impact rights to pursue TRANSOCEAN and HALLIBURTON for exemplary and punitive damages reserved by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS in Section XVI.G of the MEDICAL SETTLEMENT AGREEMENT and claimed as either individuals or members of the MEDICAL BENEFITS SETTLEMENT CLASS.

3) Non-Execution and Non-Collection for COMPENSATORY DAMAGES

In the event that the MEDICAL BENEFITS SETTLEMENT CLASS or any of the MEDICAL BENEFITS CLASS REPRESENTATIVES or MEDICAL BENEFITS SETTLEMENT 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, such MEDICAL BENEFITS CLASS REPRESENTATIVES and MEDICAL BENEFITS SETTLEMENT 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. Nothing in this Section XVII shall impair or impact rights to pursue TRANSOCEAN and HALLIBURTON for exemplary and punitive damages reserved by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS in Section XVI.G of the MEDICAL SETTLEMENT AGREEMENT and claimed as either individuals or members of the MEDICAL BENEFITS SETTLEMENT CLASS.

4) Conditional Collection of DAMAGES

In the event that the MEDICAL BENEFITS SETTLEMENT CLASS or any of the MEDICAL BENEFITS CLASS

REPRESENTATIVES and/or MEDICAL BENEFITS SETTLEMENT 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 MEDICAL BENEFITS SETTLEMENT CLASS and/or such MEDICAL BENEFITS CLASS REPRESENTATIVES and/or MEDICAL BENEFITS SETTLEMENT 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 MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and/or MEDICAL BENEFITS SETTLEMENT 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 XVII, “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.

5) Conditions on Future Settlements The MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and/or MEDICAL BENEFITS SETTLEMENT 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) 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 MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS SETTLEMENT 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 MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS SETTLEMENT 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 XVII, which approval shall not be unreasonably withheld.

6) Indemnity to RELEASED PARTIES Notwithstanding any provision in the MEDICAL SETTLEMENT AGREEMENT to the contrary, except as provided for in Section XXIX.L, if any OTHER PARTY recovers or seeks to recover from any RELEASED PARTY (under any theory of recovery, including indemnity, contribution, or subrogation) any DAMAGES either (a) paid to a particular MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for which a release was given to BP ENTITIES through the MEDICAL BENEFITS CLASS ACTION SETTLEMENT or (b) by, through, under, or on account of such MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for which a release was given to BP ENTITIES through the MEDICAL BENEFITS CLASS ACTION SETTLEMENT; then that MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall indemnify (but not defend) the RELEASED PARTIES, but only to the extent of the value of SETTLEMENT BENEFITS received by that particular MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER (by way of example, if a particular MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER has received SETTLEMENT BENEFITS with a value of \$100.00, his or her indemnity obligation would be capped at this amount). This indemnity obligation owed by a MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who has given a release to BP includes any and all claims made or other actions taken

by that MEDICAL BENEFITS CLASS REPRESENTATIVE or MEDICAL BENEFITS SETTLEMENT CLASS MEMBER in breach of Sections XVII.B.1 - B.5.

7) Notice Regarding Indemnity MEDICAL BENEFITS CLASS REPRESENTATIVES and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS expressly acknowledge that, to the fullest extent allowed by law, the defense and indemnity obligations contained in Section XVII.B.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. MEDICAL BENEFITS CLASS REPRESENTATIVES and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS acknowledge that this indemnity is for conduct occurring before the date of this MEDICAL SETTLEMENT AGREEMENT and therefore is not affected by public policies or other law prohibiting agreements to indemnify in advance of certain conduct. **MEDICAL BENEFITS CLASS REPRESENTATIVES and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS ACKNOWLEDGE THAT THIS SECTION XVII.B.7 COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS SECTION XVII.B.7 IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.**

8) No Set-off Should the MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, and MEDICAL BENEFITS SETTLEMENT 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 provide SETTLEMENT BENEFITS.

XVIII. FINAL ORDER AND JUDGMENT AND DISMISSAL WITH PREJUDICE

A. The PARTIES shall jointly seek a FINAL ORDER AND JUDGMENT, from the COURT that:

1) approves the MEDICAL BENEFITS CLASS ACTION SETTLEMENT in its entirety pursuant to Fed. R. Civ. P. 23(e) as fair, reasonable, and adequate;

2) finds that this MEDICAL SETTLEMENT AGREEMENT, with respect to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who are minors, lack capacity, or are incompetent, is fair;

3) confirms the certification of the MEDICAL BENEFITS SETTLEMENT CLASS, for settlement purposes only;

4) confirms the appointment of the MEDICAL BENEFITS CLASS REPRESENTATIVES;

5) confirms the appointment of the MEDICAL BENEFITS CLASS COUNSEL;

6) finds that the MEDICAL BENEFITS SETTLEMENT CLASS NOTICE has satisfied the requirements set forth in Fed. R. Civ. P. 23(c)(2)(B);

7) permanently bars and enjoins each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER from commencing, asserting, and/or prosecuting any and all RELEASED CLAIMS against any RELEASED PARTY;

8) dismisses with prejudice the MEDICAL CLASS ACTION COMPLAINT, without further costs, including claims for interest, penalties, costs and attorneys' fees;

9) orders the dismissal with prejudice of all RELATED CLAIMS pending in the COURT, and without further costs, including claims for interest, penalties, costs, and attorneys' fees, thereby effectuating the RELEASE;

10) orders all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS with RELATED CLAIMS pending in any federal or state court, forum, or tribunal other than the COURT to dismiss with prejudice such RELATED CLAIMS, and without further costs, including claims for interest, penalties, costs, and attorneys' fees, thereby effectuating the RELEASE;

11) confirms the appointment of The Garretson Firm Resolution Group, Inc. d/b/a Garretson Resolution Group ("GRG") as the CLAIMS ADMINISTRATOR and confirms the appointment of the trustee and the directed trustee of the MEDICAL SETTLEMENT TRUST;

12) confirms that it retains continuing jurisdiction over the "qualified settlement fund," as defined in Section 468B(d)(2) of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B-1, created under the MEDICAL SETTLEMENT AGREEMENT;

13) expressly incorporates the terms of this MEDICAL SETTLEMENT AGREEMENT and provides that the COURT retains continuing and exclusive jurisdiction over the PARTIES, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS and this MEDICAL SETTLEMENT AGREEMENT, to interpret, implement, administer and enforce the MEDICAL SETTLEMENT AGREEMENT in accordance with its terms;

14) finds that to the extent this MEDICAL BENEFITS CLASS ACTION SETTLEMENT results in the splitting of the claim of any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, that such result has been agreed to by the PARTIES, and that any remaining claim of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER not

settled and released by this MEDICAL BENEFITS CLASS ACTION SETTLEMENT is expressly reserved; and

15) orders all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS to comply with the Other Protections provisions of Section XVII.

XIX. CLASS COUNSEL FEES AND COSTS

As a material term and condition precedent to this MEDICAL SETTLEMENT AGREEMENT, BP and the PSC must reach agreement regarding the amount of attorneys' fees and costs for the common benefits to the putative MEDICAL BENEFITS SETTLEMENT CLASS, which will be subject to final determination and approval by the COURT. In no event will BP be obligated to pay more in fees and costs in connection with this putative MEDICAL BENEFITS SETTLEMENT CLASS than the amount to be agreed to with the PSC. BP and the PSC have not had any fees discussion to date, and will not have such a discussion until the COURT has first authorized such discussions. Details regarding this provision shall be negotiated and attached as Exhibit 19.

XX. ENFORCEABILITY OF MEDICAL BENEFITS CLASS ACTION SETTLEMENT AND DISMISSAL OF CLAIMS

A. The PARTIES agree that this MEDICAL BENEFITS CLASS ACTION SETTLEMENT is not final and enforceable until the EFFECTIVE DATE; provided, however, that (i) funding and implementation of GULF REGION HEALTH OUTREACH PROGRAM shall begin upon entry by the COURT of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER, pursuant to Section IX.B and (ii) MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS may file PROOF OF CLAIM FORMS upon entry by the COURT of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER and the CLAIMS ADMINISTRATOR shall process those PROOF OF CLAIM FORMS in accordance with the provisions of Section XXI.C.

B. In consideration of the benefits provided under this MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE, all RELEASED CLAIMS by or on behalf of any and all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS against any and all RELEASED PARTIES shall be dismissed with prejudice, and the MEDICAL BENEFITS CLASS REPRESENTATIVES and all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS shall be deemed to have agreed to the dismissal with prejudice of the RELATED CLAIMS as to the RELEASED PARTIES, including any related appeals.

C. From and after the EFFECTIVE DATE, for the consideration provided for herein and by operation of the FINAL ORDER AND JUDGMENT, this MEDICAL SETTLEMENT AGREEMENT shall be the exclusive remedy for any and all RELEASED CLAIMS by or on behalf of any and all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS against any and all RELEASED PARTIES, and, subject to Section VIII, no MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall recover, directly or indirectly, any sums from any

RELEASED PARTIES for RELEASED CLAIMS other than those received for the RELEASED CLAIMS under the terms of this MEDICAL SETTLEMENT AGREEMENT.

D. From and after the EFFECTIVE DATE and subject to Section VIII, the PARTIES agree that each and every MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and all other persons and entities claiming by, through, or on behalf of, a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, 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 any and all RELEASED CLAIMS.

E. From and after the EFFECTIVE DATE, if any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER commences, files, initiates, or institutes any new action or other proceeding for any RELEASED CLAIMS against any 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 such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S cost; provided, however, before any costs may be assessed, counsel for such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or, if not represented, such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, shall be given reasonable notice and an opportunity voluntarily to dismiss such new action or proceeding with prejudice. Furthermore, if BP or any OTHER RELEASED PARTY brings any legal action before the COURT to enforce its rights under this MEDICAL SETTLEMENT AGREEMENT against a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER and prevails in such action, that RELEASED PARTY shall be entitled to recover any and all related costs and

expenses (including attorneys' fees) from any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER found to be in violation or breach of his or her obligations under this Section XX.

XXI. CLAIMS ADMINISTRATION

A. Claims Administrator

1) The CLAIMS ADMINISTRATOR shall be appointed by the COURT. The CLAIMS ADMINISTRATOR shall faithfully implement and administer the MEDICAL SETTLEMENT AGREEMENT according to its terms and procedures.

2) The PARTIES' Joint Motion for Preliminary Approval of the Medical Benefits Class Action Settlement, Approval of Class Notice, and Related Matters shall request that the COURT appoint GRG as CLAIMS ADMINISTRATOR.

3) The CLAIMS ADMINISTRATOR may be removed by joint motion made by BP'S COUNSEL and MEDICAL BENEFITS CLASS COUNSEL, and granted by the COURT.

4) If the CLAIMS ADMINISTRATOR resigns, is removed, or is otherwise unable to continue employment in this position, the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL shall jointly select a new proposed CLAIMS ADMINISTRATOR, and move the COURT to approve the new proposed CLAIMS ADMINISTRATOR. The MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL and the COURT will follow this process until such time as a new CLAIMS ADMINISTRATOR is approved by the COURT and appointed.

5) The COURT shall have ongoing and exclusive jurisdiction over the CLAIMS ADMINISTRATOR and shall retain such jurisdiction through and after the EFFECTIVE DATE. The COURT may, at its sole discretion, request reports or information from the CLAIMS ADMINISTRATOR. The CLAIMS ADMINISTRATOR shall be responsible for reporting and providing information to the COURT at such frequency and in such a manner as the COURT directs.

6) Subject to certain indemnities that BP will provide to the CLAIMS ADMINISTRATOR in connection with its contract to undertake claims administration as set forth in this MEDICAL SETTLEMENT AGREEMENT, neither the PARTIES (including their AFFILIATES, and their and their AFFILIATES' respective heirs, beneficiaries, agents, estates, executors, administrators, personal representatives, subsidiaries, parents, partners, limited partners, members, joint venturers, shareholders, predecessors, successors, assigns, insurers, trustees, servants, past, present or future officers, directors, agents, employees and/or independent contractors, and/or any other successors, assigns, or legal representatives thereof), nor BP'S COUNSEL, INTERIM CLASS COUNSEL, MEDICAL BENEFITS CLASS COUNSEL, nor the PSC (including their respective heirs, beneficiaries, agents, estates, executors, administrators, personal representatives, subsidiaries, parents, partners, limited partners, members, joint venturers, shareholders, predecessors, successors, assigns, insurers, trustees, servants, past, present or future officers, directors, agents, employees and/or independent contractors, and/or any other successors, assigns, or legal representatives thereof), shall be liable for any act, or failure to act, of the CLAIMS ADMINISTRATOR.

7) BP will be responsible for paying any and all of the reasonable compensation and out-of-pocket costs and expenses of the CLAIMS ADMINISTRATOR related to its performance of its duties described in this MEDICAL SETTLEMENT AGREEMENT. Such compensation, costs, and expenses shall be SETTLEMENT COSTS and shall be paid out of the ADMINISTRATIVE FUND.

8) Upon appointment by the COURT, the CLAIMS ADMINISTRATOR shall faithfully implement and administer this MEDICAL SETTLEMENT AGREEMENT according to its terms, including without limitation:

- a) Creation and operation of a website, a web portal, and a call center to communicate with MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS and facilitate the filing of claims;
- b) Creation and operation of a claims processing system to process all claims made by MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS;
- c) Identifying and creating a mechanism for implementation of the PERIODIC MEDICAL CONSULTATION PROGRAM;
- d) Implementing a mechanism for the identification and resolution of liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type;
- e) Coordination and management of the GULF REGION HEALTH OUTREACH PROGRAM;
- f) Identifying mediators for and managing mediations of LATER-MANIFESTED PHYSICAL CONDITION claims;
- g) Reviewing and evaluating submitted claims so that, upon the EFFECTIVE DATE, (1) MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS can promptly be notified of the status of their claims, (2) MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS with qualifying claims for SPECIFIED PHYSICAL CONDITIONS can be promptly paid, and (3) MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS with qualifying claims for participation in the PERIODIC MEDICAL CONSULTATION PROGRAM can promptly begin receiving that benefit; and

h) Such other tasks reasonably necessary to accomplish the goals contemplated by this MEDICAL BENEFITS SETTLEMENT AGREEMENT.

9) The CLAIMS ADMINISTRATOR shall have the right to retain counsel and other professionals in order to facilitate its ability to carry out its duties under this MEDICAL SETTLEMENT AGREEMENT, and the reasonable costs and expenses of such counsel and other professionals shall be SETTLEMENT COSTS.

10) In connection with a claim of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who is a minor, lacks capacity, is incompetent, or is deceased, the CLAIMS ADMINISTRATOR shall abide by all substantive laws of the domicile of such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER concerning distribution of settlement benefits. Where short form procedures exist concerning the distribution of such settlement benefits that do not require domiciliary court approval or supervision, the CLAIMS ADMINISTRATOR is authorized to adopt those procedures as part of the claims administration process applicable to such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

11) All disbursements by the CLAIMS ADMINISTRATOR and/or the trustee and/or the directed trustee of the MEDICAL SETTLEMENT TRUST prior to the EFFECTIVE DATE (other than the disbursements made pursuant to Section IX.B) will be subject to review and approval by the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL.

B. Databases and Other Information to be Maintained by the Claims Administrator

1) On or about the date on which the PARTIES file their Joint Motion for Preliminary Approval of the Medical Benefits Class Action Settlement, approval of the Class Notice and Related Matters, the PARTIES shall also seek an order from the COURT that directs BP to provide the CLAIMS ADMINISTRATOR with those databases, data files, data

collections, or other documentary evidence in its possession, custody, or control that will allow the CLAIMS ADMINISTRATOR to determine the status of a NATURAL PERSON claiming to be a CLEAN-UP WORKER and/or a claim made by a CLEAN-UP WORKER for compensation for a SPECIFIED PHYSICAL CONDITION. The following databases, data files, or other documentary evidence shall be included in such order:

a) The “Medical Encounters” database, which is in Excel format and contains information concerning CLEAN-UP WORKERS who visited medic stations funded by BP and made available to CLEAN-UP WORKERS;

b) The underlying documentation and records from which the “Medical Encounters” database was created, which files exist in both pdf format and paper copies;

c) The database identifying “Badged Workers,” which is derived from the “Incident Action Plan” database, is in Excel format, and contains information concerning those individuals who received a badge that allowed them access to areas where RESPONSE ACTIVITIES were taking place;

d) The “Training” database, which is in Excel format and contains information concerning individuals who received training provided by BP and or/its contractors that was required in order to allow those individuals to be hired as CLEAN-UP WORKERS;

e) Those portions of the “Traction” database, which is in Excel format, that contain information about injuries and illnesses reported by CLEAN-UP WORKERS during the performance of RESPONSE ACTIVITIES;

f) The underlying documentation and records from which those portions of the “Traction” database were created, which documentation and records exist in both pdf format and paper copies;

g) The “Injury and Illness” database, which is in Excel format and contains information about injuries and illnesses reported by CLEAN-UP WORKERS during RESPONSE ACTIVITIES;

h) The underlying documentation and records from which those portions of the “Injury and Illness” database were created, which documentation and records exist in pdf format and paper copies;

i) Documentation and records, including invoices, containing the identity of organizations that participated in the recovery, transport, and decontamination of wildlife during RESPONSE ACTIVITIES;

j) Documentation and records identifying contractors retained by BP to perform RESPONSE ACTIVITIES and individuals who performed RESPONSE ACTIVITIES, including Industrial Hygiene Monitoring spreadsheets and Time History Reports for those who were being monitored;

k) Documentation and records, including invoices, from ambulance companies; and

l) “Persons on Board” lists for vessels that were engaged in RESPONSE ACTIVITIES.

2) Within 10 days of the entry of the order described in Section XXI.B.1, BP shall provide the CLAIMS ADMINISTRATOR with the databases, data files, and other documentary evidence identified in Section XXI.B.1. To the extent that BP identifies any

additional databases, data files, data collections, or other documentary evidence in its possession, custody, or control that will allow the CLAIMS ADMINISTRATOR to determine the status of a NATURAL PERSON claiming to be a CLEAN-UP WORKER, and/or a claim made by a CLEAN-UP WORKER for compensation for a SPECIFIED PHYSICAL CONDITION, BP shall notify MEDICAL BENEFITS CLASS COUNSEL and shall promptly provide such databases, data files, data collections, or other documentary evidence to the CLAIMS ADMINISTRATOR.

3) THE CLAIMS ADMINISTRATOR may use such databases, data files, and other documentary evidence only for the purpose of evaluating, processing, and auditing claims by MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS for compensation for SPECIFIED PHYSICAL CONDITIONS or participation in the PERIODIC MEDICAL CONSULTATION PROGRAM. The CLAIMS ADMINISTRATOR shall maintain all such databases, data files, and other documentary evidence in strict confidence and shall not disclose any information in the database, data files, and other documentary evidence to any person or entity; provided, however, that:

a) The CLAIMS ADMINISTRATOR may disclose such information to a person or entity if ordered to do so by the COURT; and

b) The CLAIMS ADMINISTRATOR may disclose to a NATURAL PERSON information from the databases, data files, or other documentary evidence described in Section XXI.B.1-2 relating to that NATURAL PERSON upon receipt of a completed and signed DATA DISCLOSURE FORM substantially in the form of Exhibit 1 from that NATURAL PERSON. Such disclosure shall be made within 10 days of receipt by the CLAIMS ADMINISTRATOR of such request, shall be made at no cost to the NATURAL PERSON, and shall be made irrespective of when that NATURAL PERSON makes such request.

C. PROOF OF CLAIMS FORMS

1) All MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS applying for compensation for a SPECIFIED PHYSICAL CONDITION and/or participation in the PERIODIC MEDICAL CONSULTATION PROGRAM must submit a PROOF OF CLAIM FORM and all required documentation, including proof of status as a CLEAN-UP WORKER or proof of residency in ZONE A or ZONE B during the relevant time periods and, where applicable, proof of a SPECIFIED PHYSICAL CONDITION, in accordance with the requirements set forth in this MEDICAL SETTLEMENT AGREEMENT.

2) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER must submit the PROOF OF CLAIM FORM and any required documentation to the CLAIMS ADMINISTRATOR via United States mail.

3) All PROOF OF CLAIM FORMS must be submitted to the CLAIMS ADMINISTRATOR no later than 1 year after the EFFECTIVE DATE. Any PROOF OF CLAIM FORM that is submitted more than 1 year after the EFFECTIVE DATE shall be denied by the CLAIMS ADMINISTRATOR as not timely, and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim for benefits shall be denied.

4) The CLAIMS ADMINISTRATOR will review every PROOF OF CLAIM FORM and all documentation and authorizations submitted therewith to confirm that:

- a) the PROOF OF CLAIM FORM has been timely submitted;
- b) the "Personal & Background Information" section of the PROOF OF CLAIM FORM has been completed in its entirety;

c) the PROOF OF CLAIM FORM has been signed by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, or where applicable his or her AUTHORIZED REPRESENTATIVE, under penalty of perjury;

d) where the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is a CLEAN-UP WORKER, the PROOF OF CLAIM FORM identifies his or her employer(s), duration and approximate dates of employment, and documentary proof of that employment by each employer; provided, however, that inclusion of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER on one or more of the BP databases, data files, data collections, and other documentary evidence identified in Section XXI.D.1.a shall also establish that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S status as a CLEAN-UP WORKER;

e) where a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is a ZONE A RESIDENT or a ZONE B RESIDENT, the PROOF OF CLAIM FORM identifies the location(s) of his or her residence and time frame(s) of residency, and includes proof of residency in each such residence;

f) for those MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS seeking compensation for a SPECIFIED PHYSICAL CONDITION, the PROOF OF CLAIM FORM identifies each SPECIFIED PHYSICAL CONDITION that the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER claims to have developed; the date on or about that he or she developed such SPECIFIED PHYSICAL CONDITION; information regarding his or her exposure to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES, if applicable; the name

and contact information of any medical professional who diagnosed or treated the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER with such SPECIFIED PHYSICAL CONDITION, and a description of any medical treatment received for each SPECIFIED PHYSICAL CONDITION;

g) the PROOF OF CLAIM FORM identifies whether the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is represented by a lawyer, and if so, the name, law firm, address, e-mail address, and telephone number of that lawyer;

h) the PROOF OF CLAIM FORM includes an executed authorization compliant with the HIPAA;

i) the PROOF OF CLAIM FORM includes a signed authorization for release of employment information, where the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER bases a claim on his or her status as a CLEAN-UP WORKER;

j) the PROOF OF CLAIM FORM includes a written representation by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, made under penalty of perjury, whether a subrogation lien or claim has been asserted with respect to such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S right to receive benefits under the MEDICAL BENEFITS SETTLEMENT, and, if so, the name(s), address(es), telephone number(s), and e-mail address(es) of all subrogees; and

k) where an AUTHORIZED REPRESENTATIVE is applying on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for compensation for a SPECIFIED PHYSICAL CONDITION or participation in the PERIODIC MEDICAL CONSULTATION PROGRAM, the PROOF OF CLAIM FORM identifies the name, address, telephone number, and e-mail address of the AUTHORIZED REPRESENTATIVE, identifies the

authority giving the AUTHORIZED REPRESENTATIVE the right to act on behalf of such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and includes documentation sufficient to verify that he or she is legally authorized to submit a claim on behalf of such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

5) Any PROOF OF CLAIM FORM submitted without sufficient proof of status as a CLEAN-UP WORKER or residency in ZONE A or ZONE B shall be rejected by the CLAIMS ADMINISTRATOR, subject to the provisions of Section V.E.

6) Each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who submits a PROOF OF CLAIM FORM shall, in such form, (i) identify all known GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAMS, and OTHER PAYERS/PROVIDERS from whom such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is or was entitled to benefits for medical items, services, and/or prescription drugs on or after April 20, 2010, for injuries claimed to arise out of the *DEEPWATER HORIZON* INCIDENT and who he or she believes or suspects may hold or assert any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type in connection with compensation or benefits claimed or received by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to this MEDICAL SETTLEMENT AGREEMENT; (ii) provide to the CLAIMS ADMINISTRATOR any correspondence that he or she has received in which GOVERNMENTAL PAYERS, MEDICARE PART C OR D PROGRAM sponsors, and/or OTHER PAYER/PROVIDERS assert liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type for medical items, services, and/or prescription drugs on or after April 20, 2010, for injuries claimed to arise out of the *DEEPWATER HORIZON* INCIDENT; (iii) authorize the CLAIMS ADMINISTRATOR to

transmit information necessary to comply with reporting obligations to GOVERNMENTAL PAYERS; (iv) agree that as a condition of his or her participation in this MEDICAL BENEFITS CLASS ACTION SETTLEMENT, the CLAIMS ADMINISTRATOR may satisfy any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type of a GOVERNMENTAL PAYER for payment or reimbursement associated with any medical items, services, and/or prescription drugs furnished to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER; and (v) subject to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S right to object to the fact and/or amount, agree that the CLAIMS ADMINISTRATOR may negotiate and satisfy any disclosed or identified liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type of any MEDICARE PART C OR PART D PROGRAM SPONSOR or OTHER PAYER/PROVIDER for payment or reimbursement associated with any medical items, services, and/or prescription drugs furnished to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER out of any compensation to be awarded to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

7) The CLAIMS ADMINISTRATOR shall adopt appropriate internal claims processing procedures which (i) allow payment of claims through either a check or an electronic funds transfer and (ii) allow payments of claims directly to counsel for those MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who are represented by individual counsel and provide appropriate documentation confirming such representation and authorizing payment to such individual counsel.

D. Establishment of Status as a CLEAN-UP WORKER

1) Status of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER as a CLEAN-UP WORKER shall be established by:

a) inclusion of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER on one or more of the following BP databases, data files, data collections, or other documentary evidence that have been provided to the CLAIMS ADMINISTRATOR pursuant to Section XXI.B.1:

(i) the “Medical Encounters” database, which contains information concerning CLEAN-UP WORKERS who visited medic stations funded by BP and made available to CLEAN-UP WORKERS;

(ii) the “Badged Worker” database, which contains information concerning those individuals who received a badge that allowed them access to areas where RESPONSE ACTIVITIES were taking place;

(iii) those portions of the “Traction” database that contain information about injuries and illnesses reported by CLEAN-UP WORKERS during the performance of RESPONSE ACTIVITIES;

(iv) the “Injury and Illness” database, which contains information about injuries and illnesses reported by CLEAN-UP WORKERS during RESPONSE ACTIVITIES;

(v) documentation or records, including invoices, that identify individuals who performed RESPONSE ACTIVITIES, including the underlying documentation and records from the “Medical Encounters,” “Training,” and “Injury and Illness” databases, Industrial Hygiene Monitoring spreadsheets, Time History Reports, and Persons on Board lists; or

(vi) personal information contained in documentation and records containing the identity of organizations that participated in the recovery, transport, and decontamination of wildlife during RESPONSE ACTIVITIES.

b) Documentation during the appropriate time period, of work for or a contract with any entity or person engaged in RESPONSE ACTIVITIES that is identified in those databases, data files, or other documentary evidence provided to the CLAIMS ADMINISTRATOR by BP pursuant to Section XXI.B.1 (*e.g.*, W-2 forms, 1099 forms, pay stubs, copy of worker identification badges, contracts, tax returns, declaration under penalty of perjury by such person or entity); or

c) any other documentation submitted by or on behalf of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER determined by the CLAIMS ADMINISTRATOR to establish more likely than not that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S status as a CLEAN-UP WORKER.

2) Inclusion of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER on the "Training" database, which contains information concerning individuals who received training provided by BP that was required in order to allow those individuals to be hired as CLEAN-UP WORKERS, provided to the CLAIMS ADMINISTRATOR pursuant to Section XXI.B.1 of this MEDICAL SETTLEMENT AGREEMENT, cannot alone establish status as a CLEAN-UP WORKER, but may be used to corroborate other documentation.

3) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER cannot establish his or her status as a CLEAN-UP WORKER by his or her own uncorroborated declaration; provided, however, that a declaration signed under penalty of perjury by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or third party, including an

employer or a co-worker, may be used to explain or corroborate other documentation. Further, as provided in Section XXI.D.1.b above, a declaration from an entity or person described in Section XXI.B.1 may be used to establish status as a CLEAN-UP WORKER.

E. Establishment of Status as a ZONE A RESIDENT or ZONE B RESIDENT

1) Status as a ZONE A RESIDENT or ZONE B RESIDENT shall be established by documentation of the fact and time-frame of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S residency at any time during the period between April 20, 2010, and September 30, 2010, for a ZONE A RESIDENT or between April 20, 2010, and December 31, 2010, for a ZONE B RESIDENT (*e.g.*, copies of a lease or title to property, utility or phone bills, a driver's license or other government-issued ID, or similar documentation found to be acceptable by the CLAIMS ADMINISTRATOR).

2) The fact of residency must be demonstrated by documentation. However, if no documentary proof of the time-frame of residency is available, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may provide a declaration signed under penalty of perjury to demonstrate the time-frame of residence only.

3) A minor or incompetent or incapacitated person claiming to be a ZONE A RESIDENT or a ZONE B RESIDENT may also establish the fact, location and duration of his or her residency through (1) school records, custody orders, medical records, and/or similar evidence; or (2) for a minor or incompetent or incapacitated person claiming to be a ZONE A RESIDENT or a ZONE B RESIDENT who lacks documentation, a declaration by an AUTHORIZED REPRESENTATIVE signed under penalty of perjury confirming such minor or incompetent or incapacitated person's residency in ZONE A between April 20, 2010, and

September 30, 2010, for a ZONE A RESIDENT or in ZONE B between April 20, 2010, and December 31, 2010, for a ZONE B RESIDENT.

4) Except as provided in Section XXI.E.3, a declaration made by or on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is not acceptable proof of ZONE A or ZONE B residency.

F. Proof of ACTUAL HOSPITAL EXPENSES

1) A MEDICAL BENEFITS SETTLEMENT CLASS MEMBER seeking reimbursement of ACTUAL HOSPITAL EXPENSES incurred in connection with a SPECIFIED PHYSICAL CONDITION must provide documentation of such ACTUAL HOSPITAL EXPENSES, including hospital or physician records, bills, statements, receipts, proof of payment, or other similar documentation found to be acceptable by the CLAIMS ADMINISTRATOR, documenting the fact, cost, and payment of the hospitalization, and that the hospitalization was related to the claimed SPECIFIED PHYSICAL CONDITION. The CLAIMS ADMINISTRATOR shall not compensate for any ACTUAL HOSPITAL EXPENSES that are not substantiated through documentation. The CLAIMS ADMINISTRATOR shall review the documentation of ACTUAL HOSPITAL EXPENSES to determine whether:

- a) it is an acceptable form of documentary proof;
- b) the submitted billed expenses related to the SPECIFIED PHYSICAL CONDITION;
- c) the submitted expenses occurred within the reimbursable time frame as set forth in the SPECIFIED PHYSICAL CONDITIONS MATRIX; and
- d) the submitted expenses were paid by or on behalf of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

G. Audit of Claims for Compensation for SPECIFIED PHYSICAL CONDITION

1) On a monthly basis, the CLAIMS ADMINISTRATOR shall audit five percent of the total PROOF OF CLAIM FORMS that the CLAIMS ADMINISTRATOR has found to qualify for compensation for a SPECIFIED PHYSICAL CONDITION during the preceding month. The CLAIMS ADMINISTRATOR shall select the PROOF OF CLAIM FORMS for auditing on a random basis; provided, however, that the CLAIMS ADMINISTRATOR may also consider whether the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is submitting a PROOF OF CLAIM FORM under A1, A2, A3, A4, or B1 for purposes of ensuring audits of all types of claims

2) Upon selection for audit of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim seeking compensation under levels A1, A3, or A4, on the SPECIFIED PHYSICAL CONDITIONS MATRIX, the CLAIMS ADMINISTRATOR shall notify MEDICAL BENEFITS CLASS COUNSEL, the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and BP'S COUNSEL of the selection of the claim for audit and shall require that, within 30 days, the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER submit to the CLAIMS ADMINISTRATOR, to the extent not already provided, the following documents and information:

a) The audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S employment records for April 20, 2010, to April 16, 2012, but only if the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is claiming compensation for a SPECIFIED PHYSICAL CONDITION based on his or her status as a CLEAN-UP WORKER;

b) Fully completed and executed authorizations that will allow the CLAIMS ADMINISTRATOR to obtain copies of the audited MEDICAL BENEFITS

SETTLEMENT CLASS MEMBER'S employment records for April 20, 2010, to April 16, 2012, but only if the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is claiming compensation for a SPECIFIED PHYSICAL CONDITION based on his or her status as a CLEAN-UP WORKER; and

c) Such other relevant documents or information within the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S possession, custody, or control as may reasonably be requested by the CLAIMS ADMINISTRATOR under the circumstances.

d) The CLAIMS ADMINISTRATOR shall pay reasonable copying costs to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER providing the documents and information specified in Sections XXI.G.3.a and XXI.G.3.c above.

3) Upon selection for audit of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim seeking compensation under levels A2 or B1 on the SPECIFIED PHYSICAL CONDITIONS MATRIX, the CLAIMS ADMINISTRATOR shall notify MEDICAL BENEFITS CLASS COUNSEL, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER and BP'S COUNSEL of the selection of the claim for audit and shall require that within 30 days, the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER submit to the CLAIMS ADMINISTRATOR, to the extent not already provided, the following documents and information:

a) All of the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S medical records in his or her possession, custody, or control that relate to the condition and/or symptom(s) claimed by MEDICAL BENEFITS SETTLEMENT CLASS MEMBER;

b) A list of all health care providers seen by the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER since April 20, 2010;

c) A HIPAA-compliant release substantially in the form of Appendix B to Exhibit 5, to obtain the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S medical records from health care providers since April 20, 2010;

d) The audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S employment records for April 20, 2010, to April 16, 2012, but only if the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is claiming compensation for a SPECIFIED PHYSICAL CONDITION based on his or her status as a CLEAN-UP WORKER;

e) Fully completed and executed authorizations that will allow the CLAIMS ADMINISTRATOR to obtain copies of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S employment records for April 20, 2010, to April 16, 2012, but only if the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is claiming compensation for a SPECIFIED PHYSICAL CONDITION based on his or her status as a CLEAN-UP WORKER;

and

f) Such other relevant documents or information within the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S possession, custody, or control as may reasonably be requested by the CLAIMS ADMINISTRATOR under the circumstances.

g) The CLAIMS ADMINISTRATOR shall pay reasonable copying costs to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER providing the documents and information specified in Sections XXI.G.3.a and XXI.G.3.c.

4) In addition to those audits to be performed pursuant to Section XXI.G.1 above, the CLAIMS ADMINISTRATOR may select for audit additional qualifying claims by

MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS for compensation for SPECIFIED PHYSICAL CONDITIONS where the CLAIMS ADMINISTRATOR, based upon its experience with the claims administration process, determines that the PROOF OF CLAIM FORM and/or documents submitted in support of the PROOF OF CLAIM FORM may contain intentional misrepresentation, omission, or concealment of material facts relating to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim for compensation for a SPECIFIED PHYSICAL CONDITION. In particular, the CLAIMS ADMINISTRATOR may select for audits additional qualifying claims that involve use of a form declaration or involve medical examinations that were conducted at locations other than standard treatment or diagnosis settings (*e.g.* hotel rooms).

5) A claim by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for compensation for a SPECIFIED PHYSICAL CONDITION shall not be paid while it is the subject of an audit.

6) If a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER unreasonably fails or refuses to provide the CLAIMS ADMINISTRATOR with any materials, documents, or information sought by the CLAIMS ADMINISTRATOR for an audit within the time frame for submitting additional materials, documents, or information and, under appropriate circumstances, after being afforded an additional period of time to do so, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim shall be denied.

7) With respect to all audits of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS' claims for compensation for a SPECIFIED PHYSICAL CONDITION, the CLAIMS ADMINISTRATOR shall do the following:

a) Review each such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S declaration, supporting documentation, medical records (if applicable), employment records, and all other documents or information that the CLAIMS ADMINISTRATOR has obtained relating to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim; and

b) Determine whether a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S PROOF OF CLAIM FORM submitted to the CLAIMS ADMINISTRATOR intentionally misrepresents, omits, and/or conceals material facts that affect the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S qualification for compensation for a SPECIFIED PHYSICAL CONDITION.

8) If, upon completion of an audit, the CLAIMS ADMINISTRATOR makes a determination that there has not been an intentional misrepresentation, omission, or concealment of a material fact made in connection with the claim submitted by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, then the claim shall be paid.

9) If, upon completion of an audit, the CLAIMS ADMINISTRATOR makes a determination that there has been intentional misrepresentation, omission, or concealment of a material fact made in connection with the claim submitted by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that affects the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S qualification for compensation for a SPECIFIED PHYSICAL CONDITION, the CLAIMS ADMINISTRATOR shall notify the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER of such findings. Such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER may respond to such notice within 15 days with any evidence indicating why no intentional misrepresentation, omission, and/or concealment of a

material fact has been made. If, after its receipt and consideration of all such evidence, the CLAIMS ADMINISTRATOR determines that an intentional misrepresentation, omission, and/or concealment of a material fact has been made, or upon expiration of the 15 day response period and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER does not respond to the CLAIMS ADMINISTRATOR'S notice described above, the CLAIMS ADMINISTRATOR shall do the following:

a) Deny that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim and make no payment on such claim;

b) Notify MEDICAL BENEFITS CLASS COUNSEL, the audited MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and BP'S COUNSEL of the results of the audit and the denial of the claim; and

c) Report the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to the responsible government authorities pursuant to Section XXI.H below.

10) The CLAIMS ADMINISTRATOR shall complete all audits described herein within 30 days of receipt of the documents and information set forth in Section XXI.G.3.a and Section XXI.G.3.c above.

H. Fraudulent or Intentional Misstatements of Fact

All statements made in the PROOF OF CLAIM FORM, NOTICE OF INTENT TO SUE, and MEDIATION INFORMATION FORM are sworn statements submitted to the CLAIMS ADMINISTRATOR under penalty of perjury. All statements and documentary proof submitted in support of a PROOF OF CLAIM FORM, NOTICE OF INTENT TO SUE, and MEDIATION INFORMATION FORM are subject to verification, investigation, and review by the CLAIMS ADMINISTRATOR. If the CLAIMS ADMINISTRATOR at any time has reason to believe that

a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER has made an intentional misrepresentation, omission, or concealment of a material fact in the PROOF OF CLAIM FORM, NOTICE OF INTENT TO SUE, or MEDIATION INFORMATION FORM, or has provided fraudulent proof in support of the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claims, the CLAIMS ADMINISTRATOR shall discontinue processing the claim and report the alleged intentional misrepresentation, omission, or concealment of material fact and/or alleged fraudulent proof to the COURT, the United States Attorney's Office, the MEDICAL BENEFITS CLASS COUNSEL, and BP'S COUNSEL.

I. NOTICE OF INTENT TO SUE

The CLAIMS ADMINISTRATOR shall review each completed NOTICE OF INTENT TO SUE and the materials submitted therewith to confirm that:

- 1) the NOTICE OF INTENT TO SUE and related materials have been timely submitted;
- 2) the NOTICE OF INTENT TO SUE has been signed by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or, where applicable, the AUTHORIZED REPRESENTATIVE, under penalty of perjury;
- 3) the "Personal & Background Information" section of the NOTICE OF INTENT TO SUE has been completed in its entirety;
- 4) the NOTICE OF INTENT TO SUE identifies the LATER-MANIFESTED PHYSICAL CONDITION with which the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER was diagnosed;

5) the NOTICE OF INTENT TO SUE identifies the date on which the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER was diagnosed with the LATER-MANIFESTED PHYSICAL CONDITION;

6) the NOTICE OF INTENT TO SUE identifies the medical professional who diagnosed the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER with the LATER-MANIFESTED PHYSICAL CONDITION;

7) the NOTICE OF INTENT TO SUE includes a PHYSICIAN'S CERTIFICATION FORM, substantially in the form of Appendix C to Exhibit 4, from a medical professional providing the diagnosis and date of diagnosis of the LATER-MANIFESTED PHYSICAL CONDITION claimed by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, or includes medical records containing the diagnosis and date of first diagnosis of the LATER-MANIFESTED PHYSICAL CONDITION claimed by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER;

8) the NOTICE OF INTENT TO SUE contains a certification that the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER has not filed and will not file a claim for benefits under workers' compensation law or the Longshore and Harbor Workers' Compensation Act for that LATER-MANIFESTED PHYSICAL CONDITION.

9) the NOTICE OF INTENT TO SUE identifies whether the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is represented by a lawyer, and if so, the name, law firm, address, e-mail address, and telephone number of that lawyer;

10) where an AUTHORIZED REPRESENTATIVE is applying on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for compensation for such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S LATER-MANIFESTED

PHYSICAL CONDITION, the NOTICE OF INTENT TO SUE includes documentation confirming that such AUTHORIZED REPRESENTATIVE is legally authorized to file a lawsuit on behalf of such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER; and

11) the NOTICE OF INTENT TO SUE (1) identifies all known GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAMS, and OTHER PAYERS/PROVIDERS from whom such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is or was entitled to benefits for medical items, services, and/or prescription drugs on or after April 16, 2012, for injuries claimed to arise out of the *DEEPWATER HORIZON* INCIDENT and who he or she believes or suspects may hold or assert any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type in connection with compensation or benefits claimed or received by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to this MEDICAL SETTLEMENT AGREEMENT; and (2) authorizes the CLAIMS ADMINISTRATOR to transmit information necessary to comply with reporting obligations to GOVERNMENTAL PAYERS.

J. Selection of Mediators

Within 30 days of the EFFECTIVE DATE, the CLAIMS ADMINISTRATOR shall nominate no fewer than 3 individuals to serve as mediators and transmit the names of such individuals to the MEDICAL BENEFITS CLASS COUNSEL AND BP. The MEDICAL BENEFITS CLASS COUNSEL and BP must approve the individuals nominated by the CLAIMS ADMINISTRATOR to serve as mediators. Upon approval by the MEDICAL BENEFITS CLASS COUNSEL and BP, the mediator(s) will be retained. During the tenure of his or her retention, a mediator shall not enter the employ or contract (other than for the purposes of providing mediation services) with the MEDICAL BENEFITS CLASS COUNSEL, BP, or

BP'S COUNSEL. A mediator may not mediate a claim involving a party he has previously represented. Any mediator may be removed upon the joint request of the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL. Replacements for any mediator who is removed or can no longer serve shall be identified by the CLAIMS ADMINISTRATOR, subject to approval of the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL.

K. Reporting

The CLAIMS ADMINISTRATOR shall make reports as follows:

1) Weekly Reporting Obligations

a) Between entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER and the FAIRNESS HEARING, the CLAIMS ADMINISTRATOR shall provide BP and MEDICAL BENEFITS CLASS COUNSEL with a weekly report of:

- (i) The number and identity of OPT OUTS;
- (ii) The number and identity of persons revoking an OPT OUT;

and

(iii) The weekly number and total number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who have filed a PROOF OF CLAIM FORM and the type(s) of benefits being sought in the PROOF OF CLAIM FORM.

2) Monthly Reporting Obligations

a) Beginning on the date of the FAIRNESS HEARING and for 3 calendar years thereafter, the CLAIMS ADMINISTRATOR shall provide BP and MEDICAL BENEFITS CLASS COUNSEL with a monthly report of, where applicable:

(i) The monthly number and total number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who have filed a PROOF OF CLAIM FORM and the type(s) of benefit being sought in the PROOF OF CLAIM FORM;

(ii) The monthly number and total number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who have received compensation for SPECIFIED PHYSICAL CONDITIONS and the monthly amount and total amount paid;

(iii) The monthly number and the total number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who have sought, but have been found by the CLAIMS ADMINISTRATOR not to qualify for, compensation for a SPECIFIED PHYSICAL CONDITION;

(iv) Activity in the PERIODIC MEDICAL CONSULTATION PROGRAM, including the number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS qualifying to participate in the PERIODIC MEDICAL CONSULTATION PROGRAM, the monthly number and total number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS receiving physician visits, and the monthly amount and the total amount paid to each provider and to all providers within the PERIODIC MEDICAL CONSULTATION PROGRAM;

(v) The monthly number and identity of, as well as the total number of, MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS filing a NOTICE OF INTENT TO SUE;

(vi) The monthly number of mediations, and the total number of mediations, involving MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS

claiming LATER-MANIFESTED PHYSICAL CONDITIONS and the outcomes of such mediations;

(vii) The total number and identity of all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS then eligible to bring a BACK-END LITIGATION OPTION LAWSUIT;

(viii) A summary accounting of the administrative expenses incurred by the CLAIMS ADMINISTRATOR in the preceding month; and

(ix) The total amounts disbursed to each grantee participating in the GULF REGION HEALTH OUTREACH PROGRAM.

3) Annual Reporting Obligations

a) Beginning on the first January after the EFFECTIVE DATE, the CLAIMS ADMINISTRATOR shall provide annual reports to the COURT, BP, and the MEDICAL BENEFITS CLASS COUNSEL of:

(i) The amounts spent by the CLAIMS ADMINISTRATOR and/or the trustee and/or the directed trustee of the MEDICAL SETTLEMENT TRUST on each of the following in the preceding year: compensation for SPECIFIED PHYSICAL CONDITIONS; the PERIODIC MEDICAL CONSULTATION PROGRAM; activities related to the BACK-END LITIGATION OPTION process; the GULF REGION HEALTH OUTREACH PROGRAM; administrative expenses; payments to CMS, OTHER GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAM sponsors, and OTHER PAYERS/PROVIDERS; and all other SETTLEMENT COSTS;

(ii) The number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, broken down by SPECIFIED PHYSICAL CONDITIONS MATRIX category (*i.e.* A1, A2, A3, A4, B1) who, in the preceding year, received compensation for a SPECIFIED PHYSICAL CONDITION and the number of persons who sought but were found by the CLAIMS ADMINISTRATOR not to qualify for compensation for a SPECIFIED PHYSICAL CONDITION;

(iii) The number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who, in the preceding year, qualified for participation in the PERIODIC MEDICAL CONSULTATION PROGRAM, the number and identity of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who participated in the PERIODIC MEDICAL CONSULTATION PROGRAM, and the number of persons who sought to qualify for, but were found by the CLAIMS ADMINISTRATOR not to qualify for, the PERIODIC MEDICAL CONSULTATION PROGRAM;

(iv) The number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who filed a NOTICE OF INTENT TO SUE in the preceding year;

(v) The number of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS whose claims for LATER-MANIFESTED PHYSICAL CONDITIONS were mediated in the preceding year and the outcomes of such mediations;

(vi) The number and identity, in a format acceptable to the COURT, of all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS then eligible to bring a BACK-END LITIGATION OPTION LAWSUIT;

(vii) Status reports from each of the grantees participating in the GULF REGION HEALTH OUTREACH PROGRAM for the duration of such projects;

(viii) A status report regarding the implementation and operations of the GULF REGION HEALTH OUTREACH PROGRAM LIBRARY; and

(ix) A status report from the trustee and/or the directed trustee of the MEDICAL SETTLEMENT TRUST.

b) Such reports to the COURT shall be done in a form and manner deemed acceptable to the COURT.

L. Financial Audit

Beginning on the first January after the EFFECTIVE DATE, and each year thereafter, the CLAIMS ADMINISTRATOR shall cause an audit to be performed by a Certified Public Accountant upon the financial records of the CLAIMS ADMINISTRATOR and the MEDICAL SETTLEMENT TRUST, which shall reflect amounts received from BP in the prior year and payments made in the prior year. Complete copies of such audits shall be provided to the COURT, MEDICAL BENEFITS CLASS COUNSEL, and BP.

XXII. BP PAYMENT OBLIGATIONS

A. BP, jointly and severally, shall be responsible for payment of all SETTLEMENT COSTS. BP may satisfy all of its payment obligations under this MEDICAL SETTLEMENT AGREEMENT by directly paying or causing the DWH TRUST to make payments into the FUNDS as set forth herein.

1) BP Corporation North America, Inc., an Indiana corporation, shall not be a PARTY to this MEDICAL SETTLEMENT AGREEMENT but shall serve as guarantor of BP'S payment obligations under this MEDICAL SETTLEMENT AGREEMENT as set forth in the Guarantee attached hereto as Exhibit 17.

2) BP p.l.c. shall not be a PARTY to this MEDICAL SETTLEMENT AGREEMENT but shall serve as a back-up guarantor to BP Corporation North America for a period of 5 years after the EFFECTIVE DATE as set forth in the Guarantee attached hereto as Exhibit 18.

B. BP has established the DWH TRUST pursuant to the DWH TRUST AGREEMENT for the purpose of providing funds to be used to satisfy claims, as more particularly described in the DWH TRUST AGREEMENT, arising from or related to the *DEEPWATER HORIZON* INCIDENT. BP may satisfy each of its payment obligations under this MEDICAL SETTLEMENT AGREEMENT, including this Section XXII, by arranging for the DWH TRUST to make such payment on BP'S behalf. It is contemplated by BP that such payments generally will be made by the DWH TRUST. Nothing contained in this Section XXII in any way limits or impairs the duties and obligations of BP under this MEDICAL SETTLEMENT AGREEMENT or the guarantees of payment obligations under this MEDICAL SETTLEMENT AGREEMENT provided by BP Corporation North America, Inc. and BP p.l.c. set forth in Exhibits 17 and 18, respectively.

C. BP and MEDICAL BENEFITS CLASS COUNSEL will file a proposed MEDICAL SETTLEMENT TRUST AGREEMENT with the COURT. Upon approval of the proposed MEDICAL SETTLEMENT TRUST AGREEMENT by the COURT, BP, MEDICAL BENEFITS CLASS COUNSEL, the trustee and the directed trustee of the MEDICAL SETTLEMENT TRUST, and the CLAIMS ADMINISTRATOR will execute the MEDICAL SETTLEMENT TRUST AGREEMENT approved by the COURT, thereby creating the MEDICAL SETTLEMENT TRUST. The MEDICAL SETTLEMENT TRUST shall be structured and operated in a manner so that it qualifies as a “qualified settlement fund” under section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation §1.468B-1.

D. The MEDICAL SETTLEMENT TRUST shall be comprised of the FUNDS. The trustee and/or the directed trustee shall establish the MEDICAL SETTLEMENT TRUST ACCOUNT, into which BP shall make payments as required by this MEDICAL SETTLEMENT AGREEMENT. The trustee and/or the directed trustee shall also establish three separate funds, into which the trustee and/or the directed trustee shall transfer funds at the direction of the CLAIMS ADMINISTRATOR and pursuant to the terms of this MEDICAL SETTLEMENT AGREEMENT and on which the CLAIMS ADMINISTRATOR shall have signatory authority. These FUNDS shall constitute a single qualified settlement fund:

- 1) GULF REGION HEALTH OUTREACH PROJECTS FUND, which shall be used solely to make payments for the GULF REGION HEALTH OUTREACH PROJECTS pursuant to Section IX.E;

- 2) GENERAL MEDICAL CLAIMS FUND, which shall be used solely to make payments for (a) all compensation for SPECIFIED PHYSICAL CONDITIONS as

provided in Section VI and Exhibit 8, and (b) all costs associated with the PERIODIC MEDICAL CONSULTATION PROGRAM as provided in Section VII;

3) ADMINISTRATIVE FUND, which shall be used to pay all SETTLEMENT COSTS other than the payments described in Sections XXII.D.1 and XXII.D.2, which shall constitute ADMINISTRATIVE EXPENSES; and

4) The MEDICAL SETTLEMENT TRUST ACCOUNT, which shall be used solely to transfer funds into the FUNDS described above in Section XXII.D.1-3.

E. The MEDICAL SETTLEMENT TRUST and the FUNDS shall be managed by the trustee and/or the directed trustee of the MEDICAL SETTLEMENT TRUST as provided in the MEDICAL SETTLEMENT TRUST AGREEMENT and shall be subject to the continuing jurisdiction and supervision of the COURT. Each of the FUNDS shall be maintained in separate bank accounts at one or more federally insured depository institutions approved by BP and MEDICAL BENEFITS CLASS COUNSEL. MEDICAL BENEFITS CLASS COUNSEL and BP shall nominate Matthew L. Garretson as the trustee and J.P. Morgan Trust Company of Delaware as the directed trustee of the MEDICAL SETTLEMENT TRUST and Matthew L. Garretson as the administrator of the qualified settlement fund for purposes of Treasury Regulation §1.468B-2(k)(3), subject to the approval of the COURT. The trustee and/or the direct trustee may be removed by joint motion made by BP'S COUNSEL and MEDICAL BENEFITS CLASS COUNSEL, and granted by the COURT. If the trustee and/or directed trustee resigns, is removed, or is otherwise unable to continue employment in that position, the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL shall jointly select a new proposed trustee and/or directed trustee, as the case may be, and move the COURT to approve the new proposed trustee and/or directed trustee, as the case may be. The MEDICAL

BENEFITS CLASS COUNSEL and BP'S COUNSEL and the COURT will follow this process until such time as a new trustee and/or directed trustee, as the case may be, is approved by the COURT and appointed. The COURT shall have ongoing jurisdiction over the trustee and the directed trustee and shall retain such jurisdiction through and after the EFFECTIVE DATE. The trustee and the directed trustee of the MEDICAL SETTLEMENT TRUST shall have the authority to make payments from the MEDICAL SETTLEMENT TRUST ACCOUNT into the other FUNDS and to make disbursements from the FUNDS at the direction of the CLAIMS ADMINISTRATOR and consistent with the terms of this MEDICAL SETTLEMENT AGREEMENT and the MEDICAL SETTLEMENT TRUST AGREEMENT. The trustee of the MEDICAL SETTLEMENT TRUST shall be responsible for making any necessary tax filings and payments of taxes, estimated taxes, and associated interest and penalties, if any, by the MEDICAL SETTLEMENT TRUST and responding to any questions from, or audits regarding such taxes by, the Internal Revenue Service or any state or local tax authority. The trustee of the MEDICAL SETTLEMENT TRUST also shall be responsible for complying with all tax information reporting and withholding requirements with respect to payments made by the MEDICAL SETTLEMENT TRUST, as well as paying any associated interest and penalties. Any such taxes, interest, and penalty payments shall be SETTLEMENT COSTS and shall be paid by the trustee of the MEDICAL SETTLEMENT TRUST from the ADMINISTRATIVE FUND.

F. BP shall pay or cause to be paid a total of \$105 million into the MEDICAL SETTLEMENT TRUST ACCOUNT for transfer by the trustee and/or the directed trustee into the GULF REGION HEALTH OUTREACH PROJECTS FUND according to the schedule set forth in Section IX.E.

G. Within 10 days after the EFFECTIVE DATE, BP shall pay or cause to be paid into the MEDICAL SETTLEMENT TRUST ACCOUNT for transfer by the trustee and/or the directed trustee into the GENERAL MEDICAL CLAIMS FUND an initial amount equal to \$10 million. For the three years following the EFFECTIVE DATE, if the GENERAL MEDICAL CLAIMS FUND falls to a balance of less than \$5 million, the CLAIMS ADMINISTRATOR shall provide a written notice to BP specifying the balance in the GENERAL MEDICAL CLAIMS FUND, and BP will promptly pay or cause to be paid an additional amount into the MEDICAL SETTLEMENT TRUST ACCOUNT for transfer by the trustee and/or the directed trustee into the GENERAL MEDICAL CLAIMS FUND sufficient to restore such balance to at least \$10 million or enter into another appropriate arrangement with the CLAIMS ADMINISTRATOR to assure that sufficient funds are maintained in the GENERAL MEDICAL CLAIMS FUND to satisfy projected payments; provided, however, that no such arrangement shall be entered into without the written agreement of MEDICAL BENEFITS CLASS COUNSEL. Thereafter, commencing three years after the EFFECTIVE DATE, the CLAIMS ADMINISTRATOR shall provide in writing to BP and MEDICAL BENEFITS CLASS COUNSEL a good faith, reasonable estimate of the amount of payments the CLAIMS ADMINISTRATOR anticipates will be made from the GENERAL MEDICAL CLAIMS FUND during the next succeeding calendar month (each a MONTHLY ESTIMATE). Each such MONTHLY ESTIMATE will be provided to BP and MEDICAL BENEFITS CLASS COUNSEL at least 10 business days prior to the commencement of the calendar month covered by such estimate. Within seven business days after receipt of such MONTHLY ESTIMATE, BP shall pay or cause to be paid into the MEDICAL SETTLEMENT TRUST ACCOUNT for transfer by the trustee and/or the directed trustee into the GENERAL MEDICAL CLAIMS

FUND, the amount specified in the MONTHLY ESTIMATE. Within ten business days after the end of each calendar month, the CLAIMS ADMINISTRATOR shall provide BP and MEDICAL BENEFITS CLASS COUNSEL with a reconciliation (in such detail as BP and/or MEDICAL BENEFITS CLASS COUNSEL may reasonably request) comparing the actual amount paid during such calendar month by the GENERAL MEDICAL CLAIMS FUND with the amount reflected in the MONTHLY ESTIMATE for such month. To the extent the amount reflected in such MONTHLY ESTIMATE exceeds the amount actually paid in such month by the GENERAL MEDICAL CLAIMS FUND, such excess shall be credited against BP'S subsequent payment obligations to the GENERAL MEDICAL CLAIMS FUND. If at any time the CLAIMS ADMINISTRATOR reasonably believes that the balance in the GENERAL MEDICAL CLAIMS FUND is not sufficient to pay the projected sums to be paid out of the GENERAL MEDICAL CLAIMS FUND during that calendar month, the CLAIMS ADMINISTRATOR shall provide a written notice to BP and MEDICAL BENEFITS CLASS COUNSEL specifying the additional amounts needed to satisfy such projected sums. BP will promptly pay or cause to be paid such additional amount into the MEDICAL SETTLEMENT TRUST ACCOUNT for transfer by the trustee and/or the directed trustee into the GENERAL MEDICAL CLAIMS FUND or enter into another appropriate arrangement with the CLAIMS ADMINISTRATOR to assure that sufficient funds will exist in the GENERAL MEDICAL CLAIMS FUND to satisfy projected sums to be paid out of the GENERAL MEDICAL CLAIMS FUND during that calendar month; provided, however, that no such arrangement shall be entered into without the written agreement of MEDICAL BENEFITS CLASS COUNSEL. The CLAIMS ADMINISTRATOR will provide BP and MEDICAL BENEFITS CLASS COUNSEL with periodic reports relating to payments from the GENERAL MEDICAL CLAIMS FUND and

projections of payments that are in process, in each case in such detail as BP and/or MEDICAL BENEFITS CLASS COUNSEL may reasonably request, but in no such case shall such reports include the names of any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER indicating that he or she received compensation for a SPECIFIED PHYSICAL CONDITION or participated in the PERIODIC MEDICAL CONSULTATION PROGRAM.

H. BP shall pay or cause to be paid into the MEDICAL SETTLEMENT TRUST ACCOUNT for transfer by the trustee and/or the directed trustee into the ADMINISTRATIVE FUND (i) \$15 million no later than 15 days after the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER is entered and (ii) additional amounts as may be required on a monthly basis thereafter during the existence of this MEDICAL SETTLEMENT AGREEMENT in accordance with the ADMINISTRATIVE BUDGET to be developed by the CLAIMS ADMINISTRATOR, subject to the approval of both BP and MEDICAL BENEFITS CLASS COUNSEL, which shall not be unreasonably withheld. The CLAIMS ADMINISTRATOR shall provide reports consistent with Section XXI.K. Nothing in Section XXI.K shall preclude BP or MEDICAL BENEFITS CLASS COUNSEL from requesting such additional information concerning the ADMINISTRATIVE FUND or the MEDICAL SETTLEMENT TRUST ACCOUNT as is reasonably necessary. BP and the CLAIMS ADMINISTRATOR shall adjust the monthly payment amounts accordingly to ensure that sufficient funds are on deposit in the ADMINISTRATIVE FUND to cover the ADMINISTRATIVE EXPENSES on a timely basis.

I. BP may contest any request for payment from the CLAIMS ADMINISTRATOR by filing a motion with the COURT within 10 days of receipt of such request; provided, however, that BP may not contest any payments made or to be made by the CLAIMS

ADMINISTRATOR to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS for compensation for a SPECIFIED PHYSICAL CONDITION. Such motion must state with specificity the reasons for BP'S challenge of the CLAIMS ADMINISTRATOR'S request for payment. BP shall request an expedited hearing of any such motion.

J. BP shall have the right (but not the obligation) to prepay, or cause to be prepaid, any of its payment obligations to the FUNDS under the MEDICAL SETTLEMENT AGREEMENT. In connection with any such prepayment, BP shall designate in writing the payment obligation that is being prepaid and how such prepayment should affect BP'S remaining payment obligations (*i.e.*, whether the amount prepaid should be credited against the next payment obligation or to one or more subsequent payment obligations or a combination thereof).

K. BP shall have a reversionary interest in (i) any amounts that remain in the GENERAL MEDICAL CLAIMS FUND 1 year after at the close of the PERIODIC MEDICAL CONSULTATION PROGRAM, (ii) any amounts that remain in the GULF REGION HEALTH OUTREACH PROJECTS FUND at the earlier of the time all distributions have been made pursuant to Section IX.E or the time this MEDICAL SETTLEMENT AGREEMENT terminates under Section XIV, and/or (iii) any amounts that remain in the MEDICAL SETTLEMENT TRUST ACCOUNT or the ADMINISTRATIVE FUND 1 year following the conclusion of the MEDICAL SETTLEMENT AGREEMENT, as determined by the COURT.

L. Amounts deposited in each of the FUNDS shall be invested conservatively in a manner designed to assure timely availability of funds, protection of principal and avoidance of concentration risk, and only in the following types of investments:

1) United States government money market funds having a AAA/Aaa rating awarded by at least two of the three major rating agencies (Standard & Poor's, Moody's or Fitch); or

2) Short-dated United States treasury bills and/or interest bearing deposits at federally insured depository institutions that are at all times rated A+/A1 or higher by Standard & Poor's and Moody's provided such depository institution rated A+/A1 or higher at all times holds a stable or positive outlook.

3) The total amount of cash invested in any single United States government money market fund by the FUNDS in the aggregate shall not exceed \$50 million and the total amount invested in deposits at federally insured depository institutions by the FUNDS in the aggregate shall not exceed \$25 million per depository institution.

M. Any earnings attributable to the MEDICAL SETTLEMENT TRUST ACCOUNT, the GENERAL MEDICAL CLAIMS FUND, and/or the GULF REGION HEALTH OUTREACH PROJECTS FUND shall be transferred to the ADMINISTRATIVE FUND, and any earnings on the ADMINISTRATIVE FUND shall be retained in the ADMINISTRATIVE FUND. Such earnings may be used to pay SETTLEMENT COSTS out of the ADMINISTRATIVE FUND.

N. The GENERAL MEDICAL CLAIMS FUND shall have an escrow account, with the LEAD PAYING AGENT as the escrow agent. Notwithstanding the investment criteria set forth in Section XXII.L above, in order to provide liquidity, the LEAD PAYING AGENT shall be permitted to deposit in a federally insured depository account with the GULF REGION BANK such amount as may be specified in the LEAD PAYMENT AGENT AGREEMENT.

O. The CLAIMS ADMINISTRATOR and the trustee and the directed trustee of the MEDICAL SETTLEMENT TRUST shall enter into a PAYING AGENT AGREEMENT, in form and substance reasonably satisfactory to BP and MEDICAL BENEFITS CLASS COUNSEL, and approved by the COURT, pursuant to which a federally insured depository institution, approved by BP and MEDICAL BENEFITS CLASS COUNSEL, will serve as escrow agent and LEAD PAYING AGENT for the GENERAL MEDICAL CLAIMS FUND. The LEAD PAYING AGENT shall enter into the CHECK CASHING ARRANGEMENT with the GULF REGION BANK that provides that checks drawn on the GENERAL MEDICAL CLAIMS FUND will be eligible to be cashed or deposited in branches of the GULF REGION BANK in a manner that will expedite the recipients' access to such funds. Additionally, the LEAD PAYING AGENT may enter into an arrangement with a check-cashing facility agreed to by BP and MEDICAL BENEFITS CLASS COUNSEL and approved by the COURT. Consistent with the foregoing, the PAYING AGENT AGREEMENT and the CHECK CASHING ARRANGEMENT collectively shall provide for the following:

1) The CLAIMS ADMINISTRATOR and/or the trustee shall be provided with checks that reflect the name of the GULF REGION BANK, the GULF REGION BANK'S Louisiana, Mississippi, Alabama, or Florida address, and are drawn on the GENERAL MEDICAL CLAIMS FUND maintained by the LEAD PAYING AGENT.

2) The CLAIMS ADMINISTRATOR and/or the trustee may use such checks to pay SETTLEMENT COSTS payable out of the GENERAL MEDICAL CLAIMS FUND. The CLAIMS ADMINISTRATOR shall provide to the LEAD PAYING AGENT (or its designee) a nightly, system-generated notification of all check issuances, through an electronic file. This

notification report shall be used by the LEAD PAYING AGENT in connection with its operation of the encashment program described below.

3) The GULF REGION BANK will accept such checks for cashing without the requirement that the holder open or maintain an account at the GULF REGION BANK. The COURT-approved check-cashing facility will accept such checks for cashing.

4) The LEAD PAYING AGENT and the GULF REGION BANK (and, if applicable, the COURT-approved check-cashing facility) will maintain an encashment program, to be approved by BP and MEDICAL BENEFITS CLASS COUNSEL, which approval shall not be unreasonably withheld, designed to prevent fraud or other improper payments of checks drawn on the GENERAL MEDICAL CLAIMS FUND.

5) The PAYING AGENT AGREEMENT will also provide standard indemnification by the MEDICAL SETTLEMENT TRUST and BP of the LEAD PAYING AGENT (in its capacity as such and as escrow agent for the GENERAL MEDICAL CLAIMS FUND), with such indemnification excluding negligence and willful misconduct by the LEAD PAYING AGENT. The PAYING AGENT AGREEMENT shall be governed by New York law.

P. In the event the trustee and the directed trustee of the MEDICAL SETTLEMENT TRUST and the CLAIMS ADMINISTRATOR are unable to enter into any of the arrangements specified in Section XXII.O or any of such arrangements thereafter terminate, BP and MEDICAL BENEFITS CLASS COUNSEL shall cooperate to develop and implement an alternative program, which must be approved by the COURT.

Q. In the event that the COURT does not approve the MEDICAL SETTLEMENT TRUST AGREEMENT, BP shall pay or cause to be paid all SETTLEMENT COSTS into an account established by the CLAIMS ADMINISTRATOR that is structured and operated in a

manner so that it qualifies as a “qualified settlement fund” under Section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation §1.468B-1. All other provisions of this Section XXII shall otherwise apply.

R. Notwithstanding any provision of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, 124 Stat. 119, amended by the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152, 124 Stat. 1029, or any subsequent legislation mandating or subsidizing health insurance coverage, BP shall pay or cause to be paid in full all SETTLEMENT COSTS, including all SETTLEMENT COSTS associated with the PERIODIC MEDICAL CONSULTATION PROGRAM and GULF COAST REGION HEALTH OUTREACH PROGRAM, and shall not bill any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, or OTHER PAYER/PROVIDER for any such costs.

S. Unless the COURT directs otherwise, a separate fund (intended to qualify as a “qualified settlement fund,” under § 468B(d)(2) of the Internal Revenue Code and Treasury Regulation § 1.468B.1) will be established out of which common benefit attorneys’ fees and costs to the MEDICAL BENEFITS CLASS COUNSEL and/or other common benefit attorneys who have submitted time and costs in compliance with Pretrial Order 9 will be paid pursuant to order of the COURT. This separate qualified settlement fund will be established pursuant to order of the COURT, and will operate under COURT supervision and control. This separate qualified settlement fund shall be separate from the qualified settlement fund described in Section XXII.C and any of the FUNDS described in Section XXII.D, and will not be administered by the CLAIMS ADMINISTRATOR. This Section shall be determined in conjunction with the negotiation of attorneys’ fees to be conducted and shall be set forth in Exhibit 19 and as approved by the COURT. BP’s discharge from liability regarding payment of

these attorneys' fees and costs into the fund described in this Section XXII.S shall be set forth in Exhibit 19 and as approved by the COURT. The COURT shall determine the form and manner of administering of this fund, in which BP will also have no reversionary interest.

T. Wherever in this MEDICAL SETTLEMENT AGREEMENT the CLAIMS ADMINISTRATOR is authorized or directed, as the context may reflect, to pay, disburse, reimburse, hold, waive, or satisfy any monetary obligation provided for or recognized under any of the terms of this MEDICAL SETTLEMENT AGREEMENT, the CLAIMS ADMINISTRATOR may comply with such authorization or direction by directing the trustee and/or the directed trustee to, as appropriate, pay, disburse, reimburse, hold, waive, or satisfy any such monetary obligation.

XXIII. INDEMNIFICATION

A. Each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, on his or her own behalf, and on behalf of his or her estate, predecessors, successors, assigns, representatives, heirs, beneficiaries, executors, and administrators, in return for the benefits and consideration provided in this MEDICAL SETTLEMENT AGREEMENT, shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities in whatsoever nature, including the costs of defense and attorneys' fees of, the RELEASED PARTIES against any and all claims, including UNKNOWN CLAIMS, asserted and recovered by OTHER PARTIES arising from, relating to, or resulting from:

1) Any undisclosed lien, claim, or right of subrogation, indemnity, reimbursement, conditional, or other payment or interest of any type asserted by any attorney, the Social Security Administration, the Internal Revenue Service, any GOVERNMENTAL PAYER, any MEDICARE PART C OR PART D PROGRAM sponsor, any OTHER PAYER/PROVIDER or any other person or entity arising from, relating to, or resulting from compensation or benefits received by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to this MEDICAL BENEFITS SETTLEMENT, provided that the amount of indemnification in this Section XXIII shall not exceed the total amount of compensation awarded for that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S claim; and/or

2) The failure of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER timely and accurately to report or provide information that is necessary (i) for compliance with the MSP LAWS, or (ii) for the CLAIMS ADMINISTRATOR to identify and/or satisfy all GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAM sponsors, or OTHER PAYERS/PROVIDERS who may hold or assert a reimbursement right.

B. Notwithstanding anything herein to the contrary, this MEDICAL SETTLEMENT AGREEMENT is not intended to and does not release any, GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, or OTHER PAYER/PROVIDER from its or their obligation to provide any health insurance coverage, major medical insurance coverage, or disability insurance coverage to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, or from any claims, demands, rights, or causes of action of any kind that a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER has or hereafter may have with respect to such individuals or entities.

XXIV. DENIAL OF WRONGDOING

A. This MEDICAL SETTLEMENT AGREEMENT constitutes the resolution of disputed claims and is for settlement purposes only. BP expressly denies that it has violated any duty, or breached any agreement or obligation to the MEDICAL BENEFITS CLASS REPRESENTATIVES, the MEDICAL BENEFITS SETTLEMENT CLASS, or to any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and also denies that it has engaged in any wrongdoing with respect to the MEDICAL BENEFITS CLASS REPRESENTATIVES, the MEDICAL BENEFITS SETTLEMENT CLASS, or any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. Neither this MEDICAL SETTLEMENT AGREEMENT nor any actions undertaken by BP in the negotiation, execution, or satisfaction of this MEDICAL SETTLEMENT AGREEMENT shall constitute, or be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any claim made by the MEDICAL BENEFITS CLASS REPRESENTATIVES, the MEDICAL BENEFITS SETTLEMENT CLASS, or any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER in this or any other action or proceeding.

B. This MEDICAL SETTLEMENT AGREEMENT, any statements or negotiations made in connection with this MEDICAL SETTLEMENT AGREEMENT, and any actions undertaken in this MEDICAL SETTLEMENT AGREEMENT, shall not be offered or be admissible in evidence or used in any other fashion by the MEDICAL BENEFITS CLASS REPRESENTATIVES, the MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS COUNSEL, any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, BP, or any of the RELEASED PARTIES in any lawsuit, action, hearing, or proceeding for any purpose, except to enforce the terms of this MEDICAL SETTLEMENT AGREEMENT by or against the MEDICAL BENEFITS CLASS REPRESENTATIVES, the

MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS COUNSEL,
any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, BP, or any of the RELEASED
PARTIES.

XXV. REPRESENTATIONS AND WARRANTIES

A. The MEDICAL BENEFITS CLASS COUNSEL represent and warrant as of the date hereof that they have authority to enter into this MEDICAL SETTLEMENT AGREEMENT on behalf of the MEDICAL BENEFITS CLASS REPRESENTATIVES.

B. BP hereby represents and warrants as of the date hereof that (i) it has all requisite corporate power and authority to execute, deliver, and perform this MEDICAL SETTLEMENT AGREEMENT, (ii) the execution, delivery, and performance by such DEFENDANT of this MEDICAL SETTLEMENT AGREEMENT has been duly authorized by all necessary corporate action, (iii) this MEDICAL SETTLEMENT AGREEMENT has been duly and validly executed and delivered by BP, and (iv) this MEDICAL SETTLEMENT AGREEMENT constitutes its legal, valid, and binding obligation.

C. The PARTIES and their counsel represent and warrant that they (i) have each performed an independent investigation of the allegations of fact and law made in connection with the *DEEPWATER HORIZON* INCIDENT; and (ii) may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this MEDICAL SETTLEMENT AGREEMENT. Nevertheless, the PARTIES intend to resolve their disputes pursuant to the terms of this MEDICAL SETTLEMENT AGREEMENT and thus, in furtherance of their intentions, this MEDICAL SETTLEMENT AGREEMENT shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this MEDICAL SETTLEMENT AGREEMENT shall not be subject to rescission or modification by reason of any change or difference in facts or law.

D. MEDICAL BENEFITS CLASS REPRESENTATIVES acknowledge, agree, and specifically warrant and represent that they have discussed with MEDICAL BENEFITS CLASS COUNSEL (or their designees) the portions of this MEDICAL SETTLEMENT AGREEMENT

relevant to them, and the RELEASE contained in Section XVI, and received legal advice with respect to the advisability of entering into this MEDICAL SETTLEMENT AGREEMENT and the RELEASE, and the legal effect of this MEDICAL SETTLEMENT AGREEMENT and the RELEASE.

XXVI. COOPERATION

A. The PARTIES shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this MEDICAL SETTLEMENT AGREEMENT and to implement the MEDICAL BENEFITS CLASS ACTION SETTLEMENT on the terms and conditions provided herein.

B. Upon entry of a PRELIMINARY APPROVAL AND CERTIFICATION ORDER, the PARTIES shall proceed with all necessary steps to implement the MEDICAL BENEFITS CLASS ACTION SETTLEMENT on the terms and conditions of this MEDICAL SETTLEMENT AGREEMENT.

C. The PARTIES agree to take all actions necessary to obtain final approval of the MEDICAL BENEFITS CLASS ACTION SETTLEMENT and entry of a FINAL ORDER AND JUDGMENT, including the terms and provisions described in this MEDICAL SETTLEMENT AGREEMENT, and, upon final approval and entry of such order, an order dismissing the MEDICAL CLASS ACTION COMPLAINT with prejudice as to the MEDICAL BENEFITS CLASS REPRESENTATIVES, the MEDICAL BENEFITS SETTLEMENT CLASS, and each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

D. From and after the EFFECTIVE DATE, the PARTIES agree to cooperate fully and take all actions necessary to obtain the dismissal with prejudice of all claims in any lawsuits that have been or may be filed by or on behalf of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for RELEASED CLAIMS against RELEASED PARTIES.

E. The PARTIES and their counsel agree to support the final approval and implementation of this MEDICAL SETTLEMENT AGREEMENT and defend it against objections, appeal, or collateral attack. Neither the PARTIES nor their counsel, directly or indirectly, will encourage any person to object to the MEDICAL BENEFITS CLASS ACTION

SETTLEMENT. Except as provided in Section VIII, nothing in this MEDICAL SETTLEMENT AGREEMENT shall impair BP'S right to take any action to defend itself in any trial where BP is a party.

XXVII. CONTINUING JURISDICTION

Pursuant to the FINAL ORDER AND JUDGMENT, the COURT shall retain continuing and exclusive jurisdiction over (i) the PARTIES and their counsel and all MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS with respect to the terms of the MEDICAL SETTLEMENT AGREEMENT and (ii) the subject matter of *Plaisance, et al. v. BP Exploration & Production Inc., et al.*, with respect to the interpretation, implementation, administration, and enforcement of this MEDICAL SETTLEMENT AGREEMENT, including all issues related to the scope, application, and operation of the RELEASE in Section XVI, the distribution of benefits to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, and any dispute arising as to the action or election of any PARTY under Section XIV. Any disputes or controversies arising out of or related to the interpretation, implementation, administration, and enforcement of this MEDICAL SETTLEMENT AGREEMENT shall be made by motion to the COURT. In addition, the PARTIES, including each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, are hereby deemed to have submitted to the exclusive jurisdiction of this COURT for any suit, action, proceeding, or dispute arising out of or relating to this MEDICAL SETTLEMENT AGREEMENT. The terms of the MEDICAL SETTLEMENT AGREEMENT shall be incorporated into the FINAL ORDER AND JUDGMENT of the COURT, which shall allow that FINAL ORDER AND JUDGMENT to serve as an enforceable injunction by the COURT for purposes of the COURT'S continuing jurisdiction related to the MEDICAL SETTLEMENT AGREEMENT.

XXVIII. ROLE OF MEDICAL BENEFITS CLASS COUNSEL

MEDICAL BENEFITS CLASS COUNSEL acknowledge that, under applicable law, their duty is to the entire MEDICAL BENEFITS SETTLEMENT CLASS, to act in the best interest of the MEDICAL BENEFITS SETTLEMENT CLASS as a whole, with respect to promoting, supporting, and effectuating, as fair, adequate, and reasonable, the approval, implementation, and administration of the settlement embodied in the MEDICAL SETTLEMENT AGREEMENT, and that their professional responsibilities as attorneys are to be viewed in this light, under the ongoing supervision and jurisdiction of the COURT that appoints them to represent the interests of the MEDICAL BENEFITS SETTLEMENT CLASS.

XXIX. RESOLUTION OF LIENS AND SUBROGATION INTERESTS

A. The CLAIMS ADMINISTRATOR shall perform lien identification and resolution functions in connection with any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type held or asserted by GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAM sponsors, OTHER PAYER/PROVIDERS, and other persons or entities in connection with compensation or benefits claimed or received by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to this MEDICAL SETTLEMENT AGREEMENT. Among other things, the CLAIMS ADMINISTRATOR shall:

1) Undertake to obtain an agreement in writing with CMS prior to the EFFECTIVE DATE that:

a) Establishes repayment amounts or lien cap amounts per SPECIFIED PHYSICAL CONDITION and/or an aggregated repayment amount or lien cap amount for all or certain SPECIFIED PHYSICAL CONDITIONS, for MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who are or were beneficiaries of the MEDICARE PROGRAM, or, alternatively, otherwise sets forth a conditional payment resolution process. Such amounts or process(es) shall be acknowledged by CMS to be payment in full and final satisfaction of all of the MEDICARE PROGRAM'S interests with respect to recovery of any conditional payments and payments with regard to medical items, services, and/or prescription drugs furnished to any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER in connection with RELEASED CLAIMS. With regard to the lien cap amount, if applicable, CMS must recognize in writing its agreement that the final repayment amount, once determined by the CLAIMS ADMINISTRATOR and CMS, shall under no circumstance exceed the lien cap amount;

b) establishes reporting processes recognized by CMS as satisfying the reporting obligations, if any, of all RELEASED PARTIES and MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS under the MSP LAWS; and

c) confirms that nothing in this MEDICAL BENEFITS SETTLEMENT creates ongoing responsibility by any RELEASED PARTY, MEDICAL BENEFITS CLASS COUNSEL, or the CLAIMS ADMINISTRATOR for providing medical items, services, and/or prescription drugs to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS or other persons under the MSP LAWS;

2) Fulfill all reporting obligations to CMS that are agreed upon with CMS;

3) Identify any amount owed to any GOVERNMENT PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or any OTHER PAYER/PROVIDER by a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for medical items, services, and/or prescription drugs paid on behalf of such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER prior to any payment of compensation to such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to this MEDICAL SETTLEMENT AGREEMENT;

4) Negotiate a resolution of such amounts owed on terms as favorable as possible to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER prior to any payment of compensation to such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to this MEDICAL SETTLEMENT AGREEMENT; and

5) Satisfy such amounts owed to such GOVERNMENT PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or any OTHER PAYER/PROVIDER for medical items, services, and/or prescription drugs paid on behalf of such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER out of any compensation to be

awarded to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to this MEDICAL SETTLEMENT AGREEMENT.

B. If the CLAIMS ADMINISTRATOR fails to obtain the agreement in writing with CMS pursuant to Section XXIX.A.1 to BP'S satisfaction, BP shall have the option to terminate this MEDICAL SETTLEMENT AGREEMENT. Upon exercise by BP of such option, this MEDICAL SETTLEMENT AGREEMENT shall become null and void, and shall have no further effect with respect to any party, and BP shall notify the MEDICAL BENEFITS SETTLEMENT CLASS on the same scale and in the same manner as the original MEDICAL BENEFITS SETTLEMENT CLASS NOTICE.

C. The PARTIES further understand and agree that the CLAIMS ADMINISTRATOR'S performance of functions described in this Section is not intended to modify the legal and financial rights and obligations of MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, including the duty to pay and/or arrange for reimbursement of each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S past, current, or future bills or costs, if any, for medical items, services, and/or prescription drugs, and to satisfy and discharge any and all statutory recovery obligations, any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type for payment or reimbursement associated with any medical items, services, and/or prescription drugs furnished to that MEDICAL BENEFITS CLASS MEMBER, that are or may be asserted by GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAM sponsors, or OTHER PAYERS/PROVIDERS. Notwithstanding the foregoing, a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall for purposes of this MEDICAL BENEFITS SETTLEMENT be deemed to have discharged his or her responsibility with respect to a lien,

claim, or right of subrogation, indemnity, reimbursement, conditional or other payment, or interest of any type for payment or reimbursement associated with any medical items, services, and/or prescription drugs furnished to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that has been or may be held or asserted by a GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, or OTHER PAYERS/PROVIDER where written satisfaction and discharge of such lien, claim, or right of subrogation, indemnity, reimbursement, conditional or other payment, or interest of any type has been obtained by the CLAIMS ADMINISTRATOR.

D. Nothing in this Section is intended to alter BP'S obligation to provide compensation for SPECIFIED PHYSICAL CONDITIONS, to provide PERIODIC MEDICAL CONSULTATION PROGRAM visits to qualifying MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, or to prohibit any qualifying MEDICAL SETTLEMENT CLASS MEMBER from seeking to recover or recovering medical costs in connection with a BACK END LITIGATION OPTION LAWSUIT.

E. In order to receive benefits or compensation under this MEDICAL SETTLEMENT AGREEMENT, each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who has been found by the CLAIMS ADMINISTRATOR to qualify for benefits or compensation for a RELEASED CLAIM pursuant to this MEDICAL BENEFITS SETTLEMENT shall authorize the CLAIMS ADMINISTRATOR to satisfy any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type of any GOVERNMENTAL PAYER for payment or reimbursement associated with any medical items, services, and/or prescription drugs furnished to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER out of any compensation to be awarded to a MEDICAL

BENEFITS SETTLEMENT CLASS MEMBER pursuant to the terms of this MEDICAL SETTLEMENT AGREEMENT, and, subject to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S right to object to the fact and/or amount, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall authorize the CLAIMS ADMINISTRATOR to negotiate and satisfy any disclosed or identified liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type of any MEDICARE PART C OR PART D PROGRAM sponsor or OTHER PAYER/PROVIDER for payment or reimbursement associated with any medical items, services, and/or prescription drugs furnished to that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER out of any compensation to be awarded to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

F. The CLAIMS ADMINISTRATOR shall first identify, and then satisfy, any and all liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type for payment or reimbursement by a GOVERNMENTAL PAYER and/or its contractors for medical items, services, and/or prescription drugs paid on behalf of any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for GOVERNMENTAL PAYER benefits out of any compensation to be awarded to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to the terms of this MEDICAL SETTLEMENT AGREEMENT, before the CLAIMS ADMINISTRATOR is authorized to make any payment to such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

G. The CLAIMS ADMINISTRATOR shall identify, and subject to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S right to object to the fact and/or amount, then negotiate and satisfy, any and all liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type for payment or

reimbursement for medical items, services, and/or prescription drugs paid on behalf of any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER by a MEDICARE PART C OR PART D PROGRAM sponsor and/or OTHER PAYER/PROVIDER out of any compensation to be awarded to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER pursuant to the terms of this MEDICAL SETTLEMENT AGREEMENT, before the CLAIMS ADMINISTRATOR is authorized to make any payment to such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

H. Notwithstanding any other provision of this MEDICAL SETTLEMENT AGREEMENT relating to timely payment, the CLAIMS ADMINISTRATOR shall not disburse any compensation to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who is or was entitled to benefits under a GOVERNMENTAL PAYER program, MEDICARE PART C OR PART D PROGRAM or OTHER PAYER/PROVIDER plan prior to the CLAIMS ADMINISTRATOR'S determination of the final amount needed to satisfy the reimbursement obligation that any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or OTHER PAYER/PROVIDER states is due and owing (as reflected in a final demand letter or other formal written communication).

I. Upon determining such amounts, (1) the CLAIMS ADMINISTRATOR may disburse any compensation owed to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER exceeding that amount determined pursuant to Section XXIX.H above; (2) upon the CLAIMS ADMINISTRATOR obtaining a written negotiated lien cap or receipt of a written satisfaction and discharge of a lien, claim, or right of subrogation, indemnity, reimbursement, conditional or other payment, or interest of any type of any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or OTHER PAYER/PROVIDER,

the CLAIMS ADMINISTRATOR may disburse any compensation owed to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, but only to the extent such amount does not exceed the maximum amounts needed to satisfy any remaining reimbursement obligations that any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or OTHER PAYER/PROVIDER states is due and owing (as reflected in a final demand letter or other formal written communication); and (3) upon the CLAIMS ADMINISTRATOR'S receipt of a written satisfaction and discharge of all liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type of any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or OTHER PAYER/PROVIDER, the CLAIMS ADMINISTRATOR shall disburse any amounts still due and owing to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.

J. MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS who are or were entitled to benefits under MEDICARE PART C OR PART D PROGRAMS or OTHER PAYERS/PROVIDERS may be required by statute or otherwise, when making a claim for and/or receiving compensation pursuant to this MEDICAL SETTLEMENT AGREEMENT, and/or filing a BACK-END LITIGATION OPTION LAWSUIT, to notify the relevant MEDICARE PART C OR PART D PROGRAM sponsor or OTHER PAYER/PROVIDER, of the existence of, and that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S participation in, this MEDICAL SETTLEMENT AGREEMENT. It is the sole responsibility of each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER to determine whether he or she has such a notice obligation, and timely to perform any such notice reporting.

K. Each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER applying for compensation for a SPECIFIED PHYSICAL CONDITION and/or participation in the

PERIODIC MEDICAL CONSULTATION PROGRAM pursuant to this MEDICAL SETTLEMENT AGREEMENT shall cooperate with the CLAIMS ADMINISTRATOR and shall comply with the procedures and requirements set forth in this MEDICAL SETTLEMENT AGREEMENT, including by providing the requested information and authorizations to the CLAIMS ADMINISTRATOR in the timeframe specified for so doing, as a prerequisite to any payment of compensation or other provision of benefits to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. Each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER shall authorize the CLAIMS ADMINISTRATOR to transmit all information received from any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, or OTHER PAYER/PROVIDER pursuant to such authorizations (i) to BP solely for purposes of verifying compliance with the MSP LAWS or other similar reporting obligations and for verifying satisfaction and full discharge of liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type pursuant to the terms of this MEDICAL SETTLEMENT AGREEMENT; or (ii) as otherwise directed by a court of competent jurisdiction. Prior to transmitting any such information received from any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or OTHER PAYER/PROVIDER, BP shall affirm and acknowledge that it shall not use such information for any purpose other than provided in this paragraph.

L. If a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER discloses in his or her PROOF OF CLAIM FORM (and where applicable NOTICE OF INTENT TO SUE) all liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type associated with any medical items, services, and/or prescription drugs furnished to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER that are held or

asserted by GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAM sponsors, or OTHER PAYERS/PROVIDERS and that are known to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, and cooperates with the CLAIMS ADMINISTRATOR as required in paragraph K of this Section, and despite the foregoing, the CLAIMS ADMINISTRATOR disburses compensation to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER without first obtaining, consistent with the terms of this Section, written satisfaction and discharge of the liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payment, or interest of any type disclosed by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER or identifiable from the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S PROOF OF CLAIM FORM and related documentation, the CLAIMS ADMINISTRATOR shall indemnify the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, BP, and/or MEDICAL BENEFITS CLASS COUNSEL in the event that a claim is asserted against the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, BP, and/or MEDICAL BENEFITS CLASS COUNSEL to recover on any disclosed or identifiable lien, claim, or right of subrogation, indemnity, reimbursement, conditional or other payment, or interest of any type that is unsatisfied, undischarged or otherwise improperly paid.

M. Any reporting performed by the CLAIMS ADMINISTRATOR for the purpose of resolving reimbursement obligations, if any, related to compensation provided to MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS pursuant to this MEDICAL SETTLEMENT AGREEMENT does not constitute an admission by RELEASED PARTIES of liability or evidence of liability for any claims arising out of, relating to, or resulting from the *DEEPWATER HORIZON* INCIDENT.

N. If any employer, attorney, insurer and/or any other entity claims any rights such as liens, assignments, rights of subrogation, encumbrances, garnishments, security interests, or any other legally perfected right, other than those addressed in Sections XXIX.A and F-H above, with respect to a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S compensation, the CLAIMS ADMINISTRATOR shall hold such compensation in an escrow account, pending a determination by the CLAIMS ADMINISTRATOR of the rights to such compensation.

O. Notwithstanding anything in the foregoing, BP shall not assert any claim against or recover from any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER amounts for medical items, services, and/or prescription drugs provided in the medic stations funded by BP and made available to CLEAN-UP WORKERS or otherwise provided by BP in the RESPONSE ACTIVITIES; provided, however, that any such amounts are not recoverable by any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER as an ACTUAL HOSPITAL EXPENSE.

XXX. MISCELLANEOUS PROVISIONS

A. This MEDICAL SETTLEMENT AGREEMENT and its exhibits, attachments, and appendices shall constitute the entire agreement and understanding among the PARTIES and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this MEDICAL SETTLEMENT AGREEMENT.

B. The PARTIES acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this MEDICAL SETTLEMENT AGREEMENT has been made or relied on except as expressly set forth in this MEDICAL SETTLEMENT AGREEMENT.

C. This MEDICAL SETTLEMENT AGREEMENT shall not be subject to any change, modification, amendment, or addition without the express written consent of MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL, on behalf of all PARTIES to this MEDICAL SETTLEMENT AGREEMENT.

D. With the exception of Exhibits 8, 9, and 12, any inconsistency between this MEDICAL SETTLEMENT AGREEMENT and any attachments, exhibits, or appendices hereto shall be resolved in favor of this MEDICAL SETTLEMENT AGREEMENT. Any inconsistency between the headings used in this MEDICAL SETTLEMENT AGREEMENT, and the text of the Sections and paragraphs of this MEDICAL SETTLEMENT AGREEMENT, shall be resolved in favor of the text.

E. The PARTIES agree and acknowledge that no consideration, amount, or sum paid, credited, offered, or extended, or to be paid, credited, offered, or extended, by BP in the performance of this MEDICAL SETTLEMENT AGREEMENT constitutes a penalty, fine, or any other form of assessment for any alleged claim or offense.

F. The PARTIES specifically understand that there may be further pleadings, discovery responses, documents, testimony, or other matters or materials owed by the PARTIES to each other, pursuant to existing pleading requirements, discovery requests, pretrial rules, procedures, orders, decisions, or otherwise. As of the date of this MEDICAL SETTLEMENT AGREEMENT, each PARTY expressly waives any right to receive, inspect, or hear such pleadings, discovery, testimony, or other matters or materials during the pendency of the settlement proceedings contemplated by this MEDICAL SETTLEMENT AGREEMENT and subject to further order of the COURT.

G. The PARTIES have negotiated all of the terms and conditions of this MEDICAL SETTLEMENT AGREEMENT at arms' length. Neither the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS nor BP, nor any one of them, nor any of their counsel shall be considered to be the sole drafter of this MEDICAL SETTLEMENT AGREEMENT or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this MEDICAL SETTLEMENT AGREEMENT. This MEDICAL SETTLEMENT AGREEMENT shall be deemed to have been mutually prepared by the PARTIES and shall not be construed against any of them by reason of authorship.

H. This MEDICAL SETTLEMENT AGREEMENT shall be binding upon and shall inure to the benefit of the PARTIES hereto and their representatives, heirs, successors, and assigns. Nothing expressed or implied in this MEDICAL SETTLEMENT AGREEMENT is intended to or shall be construed to confer upon or give any person or entity other than MEDICAL BENEFITS CLASS REPRESENTATIVES, the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS, or where applicable, their AUTHORIZED

REPRESENTATIVES, MEDICAL BENEFITS CLASS COUNSEL, the BP ENTITIES, and BP'S COUNSEL any right or remedy under or by reason of this MEDICAL SETTLEMENT AGREEMENT. No provision in this MEDICAL SETTLEMENT AGREEMENT is intended to create any third-party beneficiary to this MEDICAL SETTLEMENT AGREEMENT.

I. MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL may agree, subject to approval of the COURT where required, to reasonable extensions of time to carry out the provisions of this MEDICAL SETTLEMENT AGREEMENT.

J. This MEDICAL SETTLEMENT AGREEMENT may be executed in counterparts, and a facsimile signature shall be deemed an original signature for purposes of this MEDICAL SETTLEMENT AGREEMENT.

K. Before filing any motion or petition in the COURT raising a dispute arising out of or related to this MEDICAL SETTLEMENT AGREEMENT, MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL shall consult with each other and certify to the COURT that they have consulted.

L. All notices required by this MEDICAL SETTLEMENT AGREEMENT shall be sent by overnight delivery and electronic mail. Written notice to the MEDICAL BENEFITS CLASS REPRESENTATIVES or MEDICAL BENEFITS CLASS COUNSEL must be given to: James Parkerson Roy, Attn: Deepwater Horizon Medical Settlement, Domengeaux Wright Roy & Edwards, 556 Jefferson St., Suite 500, P.O. Box 3668, Lafayette, LA 70501 and Stephen J. Herman, Attn: Deepwater Horizon Medical Settlement, Herman Herman Katz & Cotlar LLP, 820 O'Keefe Avenue, New Orleans, LA 70113. Written notice to BP must be given to: Richard C. Godfrey, P.C., Attn: Deepwater Horizon Medical Settlement, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, IL 60654.

M. The waiver by any PARTY of any breach of this MEDICAL SETTLEMENT AGREEMENT by another PARTY shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this MEDICAL SETTLEMENT AGREEMENT.

N. No opinion regarding the tax consequences of this MEDICAL SETTLEMENT AGREEMENT to any individual MEDICAL BENEFITS SETTLEMENT CLASS MEMBER is being given or will be given by BP, BP'S COUNSEL, MEDICAL BENEFITS CLASS REPRESENTATIVES, INTERIM CLASS COUNSEL, or MEDICAL BENEFITS CLASS COUNSEL, nor is any representation or warranty in this regard made by virtue of this MEDICAL SETTLEMENT AGREEMENT. MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS must consult their own tax advisors regarding the tax consequences of the MEDICAL SETTLEMENT AGREEMENT, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto. Each MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S tax obligations, and the determination thereof, are his or her sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual MEDICAL BENEFITS SETTLEMENT CLASS MEMBER. BP and MEDICAL BENEFITS CLASS COUNSEL shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this MEDICAL SETTLEMENT AGREEMENT. To the extent required by law, the CLAIMS ADMINISTRATOR will report payments made under the MEDICAL SETTLEMENT AGREEMENT to the appropriate authorities.

O. The use of environmental data (e.g., data from the Deepwater Horizon Unified Command Shoreline Cleanup Assessment Teams, and the Natural Resource Damage

Assessment) as part of this MEDICAL BENEFITS CLASS ACTION SETTLEMENT AGREEMENT shall not constitute an admission or judicial determination related to the admissibility or interpretation of such data for any other purpose, and, further, the use of such data shall have no effect on, and shall be without prejudice to, the use, admissibility, and interpretation of such data for any other purpose, including any claims for natural resource damages. The fact that the CLAIMS ADMINISTRATOR or the COURT accepts or relies upon such environmental data for any evidence relating to any MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S CLAIM shall not constitute a finding or determination that can be used for any other purpose, including but not limited to, any proceedings related to claims for natural resource damages; further the PARTIES agree that the use, submission, interpretation, or acceptance (including non-objection) of such evidence shall not constitute an admission or determination that such evidence is relevant or admissible for any purpose other than as provided in this MEDICAL SETTLEMENT AGREEMENT.

P. Notwithstanding the law applicable to the underlying claims, which the PARTIES dispute, this MEDICAL SETTLEMENT AGREEMENT and the RELEASE hereunder shall be interpreted in accordance with General Maritime Law.

Signature Page for the Medical Benefits Class Action
Settlement Agreement Executed on April 18, 2012

Executed this 18th day of April, 2012.

BP EXPLORATION & PRODUCTION INC.

By: 

Name: James J. Neath

Title: Associate General Counsel

By: 

Name: Richard C. Godfrey, P.C.

Kirkland & Ellis LLP

Counsel for BP Exploration & Production Inc.

BP AMERICAN PRODUCTION COMPANY

By: 

Name: James J. Neath

Title: Associate General Counsel

By: 

Name: Richard C. Godfrey, P.C.

Kirkland & Ellis LLP

Counsel for BP America Production Company

INTERIM CLASS COUNSEL

By: 


Name: James Parkerson Roy

By: 

Name: Stephen J. Herman

Signature Pages for the First Amendment to the
Medical Benefits Class Action Settlement Agreement
Executed on May 1, 2012


BP EXPLORATION & PRODUCTION INC.

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

By: _____

Name: Richard C. Godfrey, P.C.
Kirkland & Ellis LLP
Counsel for BP Exploration & Production Inc.

BP AMERICA PRODUCTION COMPANY

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

By: _____

Name: Richard C. Godfrey, P.C.
Kirkland & Ellis LLP
Counsel for BP America Production Company

BP EXPLORATION & PRODUCTION INC.

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

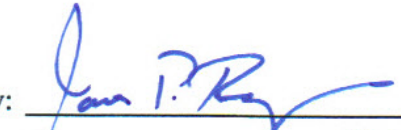
By: Richard C. Godfrey, P.C.
Name: Richard C. Godfrey, P.C.
Kirkland & Ellis LLP
Counsel for BP Exploration & Production Inc.


BP AMERICA PRODUCTION COMPANY

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

By: Richard C. Godfrey, P.C.
Name: Richard C. Godfrey, P.C.
Kirkland & Ellis LLP
Counsel for BP America Production Company

PLAINTIFFS' INTERIM CLASS COUNSEL

By: 
Name: James Parkerson Roy 5-1-12

By: 
Name: Stephen J. Herman

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

**In Re: Oil Spill by the Oil Rig “Deepwater
Horizon” in the Gulf of Mexico, on
April 20, 2010**

* MDL NO. 2179
*
* SECTION: J
*
*
* HONORABLE CARL J. BARBIER
*
* MAGISTRATE JUDGE SHUSHAN
*
*
*

**Plaisance, *et al.*, individually
and on behalf of the Putative Medical
Benefits Settlement Class,**

Plaintiffs,

v.

**BP Exploration & Production Inc.,
et al.,**

Defendants.

* NO. 12-CV-968
*
* SECTION: J
*
*
* HONORABLE CARL J. BARBIER
*
* MAGISTRATE JUDGE SHUSHAN
*
*
*
*
*

**EXHIBITS TO *DEEPWATER HORIZON* MEDICAL BENEFITS CLASS ACTION
SETTLEMENT AGREEMENT**

Exhibits

<u>Document</u>	<u>Exhibit Number</u>
Sample DATA DISCLOSURE FORM	1
Model GRANT AGREEMENT for GULF REGION HEALTH OUTREACH PROGRAM PROJECT	2
Sample MEDIATION INFORMATION FORM	3
Sample NOTICE OF INTENT TO SUE	4
Sample PROOF OF CLAIM FORM	5
List of OTHER RELEASED PARTIES	6
Sample REQUEST FOR REVIEW FORM	7
SPECIFIED PHYSICAL CONDITIONS MATRIX	8
Description of ZONE A and ZONE B	9
Map of ZONE A	10
Map of ZONE B	11
Components of PERIODIC MEDICAL CONSULTATION PROGRAM	12
Grant Proposal for PRIMARY CARE CAPACITY PROJECT	13
Grant Proposal for MENTAL AND BEHAVIORAL HEALTH CAPACITY PROJECT	14
Grant Proposal for COMMUNITY HEALTH WORKERS TRAINING PROJECT	15
Grant Proposal for ENVIRONMENTAL HEALTH CAPACITY AND LITERACY PROJECT	16
BP Corporation North America Inc. Guarantee	17
BP p.l.c. Back-Up Guarantee	18
Fees and Costs	19

EXHIBIT 1

II. Representation by Legal Counsel

Are you represented by any lawyer in connection with this request? Yes No

If "yes", please provide your lawyer's name, law firm, and contact information (Please note that all communications about your request for data will be made to your lawyer):

Lawyer's First Name	M.I.	Lawyer's Last Name
Law Firm's Name		
Lawyer's Street Address		
City	State	Zip Code
Telephone Number	-	Fax Number
	-	

III. Persons Who are Minors, Lacking Capacity or Incompetent, or Deceased

Complete this section only if you are an AUTHORIZED REPRESENTATIVE of a person who is (1) a minor, (2) lacking capacity or incompetent, or (3) deceased, and are seeking information on behalf of the such person.

A. Check all that apply for the person for whom you are an AUTHORIZED REPRESENTATIVE.

- Minor
- Person Lacking Capacity or Incompetent Person
- Deceased Person

If the person for whom you are an AUTHORIZED REPRESENTATIVE is a deceased person, please state the date of the death: ____ / ____ / ____

B. Provide the following information about yourself (the AUTHORIZED REPRESENTATIVE filling out this form):

First Name	M.I.
Firm Name	

Section continues on next page

This form is an official court document sanctioned by the COURT that presides over the class actions arising from the *DEEPWATER HORIZON* INCIDENT. Submitting this document to the CLAIMS ADMINISTRATOR is equivalent to filing it with the COURT, and I declare under penalty of perjury that the information provided in this form is true and correct to the best of my knowledge, information, and belief.

YOU MUST ATTACH A COPY OF YOUR DRIVER'S LICENSE OR OTHER GOVERNMENT-ISSUED IDENTIFICATION WHEN YOU SUBMIT THIS FORM TO THE CLAIMS ADMINISTRATOR.

Signature of person requesting information Date: ___ / ___ / ___

or

Signature of AUTHORIZED REPRESENTATIVE, if any Date: ___ / ___ / ___

You may complete this form online via the Medical Benefits Settlement Web Portal at [www.\[\].com](http://www.[].com), but you must print it out in its entirety and submit the signed form and a copy of your driver's license or other government-issued identification to:

**DEEPWATER HORIZON MEDICAL BENEFITS
CLAIMS ADMINISTRATOR**
[Insert Claims Administrator Mailing Address]

EXHIBIT 2

GRANT AGREEMENT

PREAMBLE

This Grant Agreement (“GRANT AGREEMENT”), dated as of _____, 2012, is made and entered into by and among the CLAIMS ADMINISTRATOR (currently, Garretson Firm Resolution Group, Inc. d/b/a Garretson Resolution Group), BP Exploration & Production Inc., and BP America Production Company (collectively, “BP”), the MEDICAL BENEFITS CLASS COUNSEL, and the [NAME OF ENTITY GRANTEE], with [NAME OF PROJECT LEADER] as the Project Leader (collectively, the [Name of ENTITY GRANTEE] and [Name of Project Leader] are the “GRANTEE”) (the CLAIMS ADMINISTRATOR, BP, MEDICAL BENEFITS CLASS COUNSEL, and GRANTEE, each a “PARTY,” and collectively referred to as the “PARTIES”).

Unless otherwise provided in this GRANT AGREEMENT, all capitalized terms in this GRANT AGREEMENT shall have the meanings set forth in the Medical Benefits Class Action Settlement Agreement executed on _____, 2012, as may be amended from time to time (the “MEDICAL SETTLEMENT AGREEMENT”), a copy of which is attached as Exhibit A.

RECITALS

A. This GRANT AGREEMENT is part of the GULF REGION HEALTH OUTREACH PROGRAM that is established, under the MEDICAL SETTLEMENT AGREEMENT, to expand capacity for and access to high quality, sustainable, community-based healthcare services, including primary care, behavioral and mental health care, and environmental medicine, in the Gulf Coast. The GULF REGION HEALTH OUTREACH PROGRAM consists of four integrated GULF REGION HEALTH OUTREACH PROJECTS, including the project funded by this GRANT AGREEMENT, and a project to establish a GULF REGION HEALTH OUTREACH PROGRAM LIBRARY.

B. The PARTIES are entering into this GRANT AGREEMENT to implement activities that form a part of the GULF REGION HEALTH OUTREACH PROGRAM and hereby incorporate into this GRANT AGREEMENT the terms and conditions of the MEDICAL SETTLEMENT AGREEMENT applicable to the GULF REGION HEALTH OUTREACH PROGRAM.

C. Pursuant to the MEDICAL SETTLEMENT AGREEMENT, BP and the MEDICAL BENEFITS CLASS COUNSEL have awarded to the GRANTEE a grant in the amount of \$_____ (the “GRANT”) to [BRIEF DESCRIPTION OF PROJECT] (the “[NAME OF PROJECT]” or “PROJECT”) as detailed in the project proposal and budget attached as Exhibit B (the “PROPOSAL”).

D. This GRANT shall be paid in accordance with the payment schedule set forth in Section 3 of this GRANT AGREEMENT and the terms and conditions of the MEDICAL SETTLEMENT AGREEMENT.

E. The GRANT TERM of this GRANT AGREEMENT is from the date of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER through the due date of the FINAL REPORT, as set forth in Section 4.2.

NOW THEREFORE, it is agreed that the foregoing recitals are hereby expressly incorporated into this GRANT AGREEMENT and made a part hereof and further, that in consideration of the agreements, promises, and mutual covenants set forth in this GRANT AGREEMENT and for such other good and valuable consideration, the PARTIES agree to the following terms and conditions:

1. Use of Grant.

1.1 The GRANTEE agrees to use the GRANT only for the PROJECT in the manner described in the PROPOSAL, subject to the terms and conditions of this GRANT AGREEMENT, or any amendments as may be jointly agreed to by the MEDICAL BENEFITS CLASS COUNSEL and BP and approved by the COURT or any amendments as the COURT may request in its sole discretion. The GRANTEE shall have the right to terminate this GRANT AGREEMENT, with 30 days' written notice to the other PARTIES, if the GRANT AGREEMENT is amended by the MEDICAL BENEFITS CLASS COUNSEL and BP and approved by the COURT or is altered by the COURT and the GRANTEE'S rights and obligations under this GRANT AGREEMENT are materially changed.

1.2 As described in the PROPOSAL, the Project Leader for this PROJECT shall be [Name of Project Leader] (the "PROJECT LEADER"). With the approval of the COURT, BP and the MEDICAL BENEFITS CLASS COUNSEL reserve the right to terminate or renegotiate the terms of this GRANT if there is a change in the PROJECT LEADER.

1.3 The GRANTEE agrees that any portion of the GRANT that is not expended or committed for the purposes described in the PROPOSAL, or as amended by joint agreement of the MEDICAL BENEFITS CLASS COUNSEL and BP and approved by the COURT or any amendment as the COURT may request in its sole discretion, must be promptly returned to the CLAIMS ADMINISTRATOR without request. BP and the MEDICAL BENEFITS CLASS COUNSEL shall make a recommendation to the COURT on how such returned funds shall be distributed in furtherance of the GULF REGION HEALTH OUTREACH PROGRAM, and such funds shall be distributed by the CLAIMS ADMINISTRATOR as ordered by the COURT.

1.4 The GRANTEE shall use no more than 12% of the GRANT for overhead or indirect expenses as reflected in the budget provided with the PROPOSAL.

1.5 Any proposed change of more than 10% to a budget line item for the PROJECT on an annual basis must be approved in advance in writing by the CLAIMS ADMINISTRATOR, BP, and the MEDICAL BENEFITS CLASS COUNSEL and approved by the COURT.

1.6 [Two/Three] representatives of the PROJECT, including the PROJECT LEADER, shall serve on the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE. Such Committee shall meet quarterly, at least twice-per-year

in person, at an agreed to location in the Gulf region, to (a) receive written reports on the implementation of each of the GULF REGION HEALTH OUTREACH PROJECTS, (b) evaluate the implementation of each of the GULF REGION HEALTH OUTREACH PROJECTS, (c) confirm that the required benchmarks set forth in each of the respective GULF REGION HEALTH OUTREACH PROJECT'S GRANT AGREEMENTS are being satisfactorily met, (d) identify activities to enhance cooperation among, and integration of the activities covered by, the GULF REGION HEALTH OUTREACH PROJECTS, and (e) by a 3/4th vote of all members, identify activities and make recommendations regarding adjustments needed to enhance the implementation of any GULF REGION HEALTH OUTREACH PROJECT, including delaying the distribution of funds for a particular project because benchmarks set forth in a GULF REGION HEALTH OUTREACH PROJECT'S GRANT AGREEMENT are not being satisfactorily met. Any expenses relating to the PROJECT LEADER'S service on such Committee shall be paid by the CLAIMS ADMINISTRATOR and not from the GRANT. Any requirements related to the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE as provided in this Section 1.6, or in any other provision, of this GRANT AGREEMENT may be amended upon joint agreement of the MEDICAL BENEFITS CLASS COUNSEL and BP and approval of the COURT or by the COURT in its sole discretion.

2. Investment of Grant. All unspent or uncommitted GRANT funds shall be invested in highly liquid interest-bearing or income-earning investments (such as an interest-bearing bank account) with the primary objective of preservation of principal so that they remain available for the funding of the PROJECT in the manner described in the PROPOSAL. Any interest or other income generated by the GRANT must be applied to the purposes of the PROJECT.

3. Payment of Grant.

3.1 Subject to the terms and conditions of the MEDICAL SETTLEMENT AGREEMENT and this GRANT AGREEMENT, BP, either directly or indirectly, shall transfer, or cause to be transferred, to the CLAIMS ADMINISTRATOR, and the CLAIMS ADMINISTRATOR shall disburse, GRANT funds via wire transfer in six installments upon the CLAIMS ADMINISTRATOR'S receipt of this GRANT AGREEMENT signed by the GRANTEE, and upon the satisfactory completion by the GRANTEE of all the terms and conditions contained in this GRANT AGREEMENT, which incorporates the PROPOSAL, according to the following schedule:

(a) DISTRIBUTION ONE shall be a payment distributed in the amount of \$_____ within 30 days of the entry of the PRELIMINARY APPROVAL AND CLASS CERTIFICATION ORDER.

(b) DISTRIBUTION TWO shall be a payment distributed in the amount of \$_____ within 90 days of DISTRIBUTION ONE.

(c) DISTRIBUTION THREE shall be a payment distributed in the amount of \$_____ one year after DISTRIBUTION ONE.

(d) DISTRIBUTION FOUR shall be a payment distributed in the amount of \$_____ two years after DISTRIBUTION ONE.

(e) DISTRIBUTION FIVE shall be a payment distributed in the amount of \$_____ three years after DISTRIBUTION ONE.

(f) DISTRIBUTION SIX shall be a payment distributed in the amount of \$_____ four years after DISTRIBUTION ONE.

3.2 If the MEDICAL SETTLEMENT AGREEMENT is terminated for any reason, is not approved by the COURT and all appeals of any such denial are exhausted without such denial being reversed or vacated by an appellate court, or if the COURT approves the MEDICAL SETTLEMENT AGREEMENT and any such approval is reversed or vacated by an appellate court after all appeals are exhausted, BP shall, at any time thereafter, have the right, in its sole discretion, to terminate, or to require the CLAIMS ADMINISTRATOR to terminate, any payments scheduled to be paid under the distribution schedule set forth in Section 3.1 of this GRANT AGREEMENT. Upon such termination of funding, the GRANTEE shall expend all GRANT funds already received by it in accordance with this GRANT AGREEMENT and then this GRANT AGREEMENT shall terminate.

3.3 BP, either directly or indirectly, may, in its sole discretion, distribute, or cause to be distributed, to the CLAIMS ADMINISTRATOR and may direct the CLAIMS ADMINISTRATOR to distribute GRANT funds to the GRANTEE in advance of the distribution schedule set forth in Section 3.1 of this GRANT AGREEMENT. Any GRANT funds so distributed in advance to the GRANTEE shall be credited, dollar-for-dollar, against any distributions to be made under the distribution schedule set forth in Section 3.1 of this GRANT AGREEMENT, starting with the next scheduled distribution.

4. Reporting.

4.1 The GRANTEE shall provide quarterly written reports regarding implementation of the PROJECT, and shall provide such written reports to the CLAIMS ADMINISTRATOR at least 10 days in advance of the scheduled quarterly meetings of the GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE or, if requested by the CLAIMS ADMINISTRATOR, on the schedule established by the CLAIMS ADMINISTRATOR. The reports shall provide a narrative of the progress in achieving the objectives and deliverables of the PROJECT, as set forth in the PROPOSAL, and an accounting of the expenditures of the GRANT funds. The GRANTEE'S final quarterly report shall be due no later than six months after DISTRIBUTION SIX of the GRANT, as provided in Section 3.1 of this GRANT AGREEMENT, has been fully expended by the GRANTEE.

4.2 The GRANTEE shall provide a final written report ("FINAL REPORT") regarding the objectives and deliverables of the PROJECT within six months of the date that is five years after DISTRIBUTION ONE.

4.3 The GRANTEE shall provide such additional information regarding the PROJECT and expenditure of GRANT funds as may be reasonably requested by the CLAIMS ADMINISTRATOR or as may be required by law or requested by the COURT.

4.4 The GRANTEE shall notify the CLAIMS ADMINISTRATOR in writing within two weeks of any major development in the implementation of the PROJECT that is likely to have a material impact on the GRANTEE or on its ability to achieve the PROJECT'S objectives.

4.5 The GRANTEE and relevant PROJECT staff agree to be available for periodic meetings or calls with the CLAIMS ADMINISTRATOR or its designee to discuss the PROJECT and to facilitate communications regarding the implementation of the PROJECT.

4.6 Any narrative or financial reports provided or requested pursuant to this Section 4 shall be provided in a form as reasonably requested by the CLAIMS ADMINISTRATOR, GULF REGION HEALTH OUTREACH PROGRAM COORDINATING COMMITTEE or the COURT receiving or requesting such reports.

5. Compliance.

5.1 The GRANTEE shall be responsible for complying with all applicable laws and regulations, including income and employment tax obligations, medical licensure requirements, and HIPAA restrictions.

5.2 The GRANTEE shall cooperate with the CLAIMS ADMINISTRATOR in supplying any information to the CLAIMS ADMINISTRATOR that the CLAIMS ADMINISTRATOR may reasonably require in making any necessary tax filings associated with the CLAIMS ADMINISTRATOR'S holding and distribution of GRANT funds to the GRANTEE.

6. Record Maintenance and Inspection.

6.1 The CLAIMS ADMINISTRATOR shall annually conduct a financial audit of the PROJECT, and the GRANTEE shall cooperate in such audits.

6.2 The GRANTEE agrees to maintain adequate records for the PROJECT to enable the CLAIMS ADMINISTRATOR to determine how the GRANT funds were expended. The GRANTEE also agrees to make its books and records relating to the GRANT available for inspection by the CLAIMS ADMINISTRATOR or its designee at reasonable times and permit it to monitor and conduct an evaluation of operations under this GRANT, which may include a discussion of the PROJECT with the GRANTEE'S staff and a review of financial and other records connected with this GRANT and the PROJECT.

6.3 The GRANTEE agrees to maintain accurate and complete books and records of receipts and expenditures made using the GRANT for at least four years after the last distribution under the GRANT, as provided in Section 3.1 of this GRANT AGREEMENT, and shall provide the CLAIMS ADMINISTRATOR with full access to review such books and records at reasonable times during such time period.

7. Indemnification. To the maximum extent permissible under applicable law, [NAME OF ENTITY GRANTEE] shall indemnify and hold harmless the MEDICAL BENEFITS CLASS COUNSEL, the MEDICAL BENEFITS CLASS COUNSEL'S representatives, and BP and their directors, officers, employees, consultants, representatives, counsel and agents from and against

all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses, and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the GRANTEE'S representation or warranties made in relation to this GRANT AGREEMENT, or from any breach of the terms of this GRANT AGREEMENT, or from any negligent acts or omissions of the GRANTEE, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with, activities conducted pursuant to this GRANT AGREEMENT.

8. Property Rights. Any tangible or intangible property, including copyrights, obtained or created by the GRANTEE as part of the PROJECT financed by this GRANT shall remain the property of the GRANTEE.

9. Public Disclosure.

9.1 BP or the MEDICAL BENEFITS CLASS COUNSEL may make information about this GRANT public at any time as part of press releases, public reports, speeches, newsletters, and other public documents. The GRANTEE agrees to such disclosure.

9.2 The GRANTEE may make information about this GRANT public at any time on its websites and as part of press releases, public reports, speeches, newsletters, and other public documents. The CLAIMS ADMINISTRATOR, BP, and the MEDICAL BENEFITS CLASS COUNSEL agree to such disclosure.

10. Reservation of Rights.

10.1 In the event that a financial audit, as provided in Section 6.1 of this GRANT AGREEMENT, reveals any material financial irregularity in the implementation of the PROJECT, as determined, after consultation with BP and the MEDICAL BENEFITS CLASS COUNSEL, by the CLAIMS ADMINISTRATOR, the CLAIMS ADMINISTRATOR shall cease any further disbursements to the GRANTEE, shall report such irregularity to the COURT, the MEDICAL BENEFITS CLASS COUNSEL, and BP, and shall make no further distributions under this GRANT AGREEMENT unless ordered to do so by the COURT.

10.2 With the approval of the COURT, the CLAIMS ADMINISTRATOR may discontinue making payments under this GRANT AGREEMENT and may require the GRANTEE to repay any GRANT funds not yet spent, if the GRANTEE fails to comply with any material term or condition of this GRANT AGREEMENT, or to comply with any law or regulation or order applicable to this GRANT AGREEMENT.

11. Miscellaneous.

11.1 Failure by any PARTY at any time to require performance by any other PARTY of any provision of this GRANT AGREEMENT shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any PARTY of a breach of any provision of this GRANT AGREEMENT constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

11.2 This GRANT AGREEMENT, including the Exhibits, constitutes the entire understanding of the PARTIES with respect to the subject matter of this GRANT AGREEMENT, and supersedes all prior agreements and understandings, whether oral or written. This GRANT AGREEMENT is made exclusively with the GRANTEE and may not be transferred or assigned to another organization or person without prior written approval of the CLAIMS ADMINISTRATOR, BP, and the MEDICAL BENEFITS CLASS COUNSEL, and the approval of the COURT. This GRANT AGREEMENT may be amended or modified only by a mutual written agreement of the PARTIES that has been approved by the COURT, as may be jointly agreed to by the MEDICAL BENEFITS CLASS COUNSEL and BP and approved by the COURT or as the COURT may request in its sole discretion.

11.3 Sections 4, 5, 6, 7, 8, 9 and 10 shall survive termination of this GRANT AGREEMENT.

11.4 This GRANT AGREEMENT shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the [State of Delaware].

IN WITNESS WHEREOF, the PARTIES have caused this GRANT AGREEMENT to be executed by their duly authorized representatives and attorneys below.

GARRETSON FIRM RESOLUTION GROUP, INC.

By: _____

Name: _____

Title: _____

BP EXPLORATION & PRODUCTION INC

By: _____

Name: _____

Title: _____

BP AMERICA PRODUCTION COMPANY

By: _____

Name: _____

Title: _____

MEDICAL BENEFITS CLASS COUNSEL

By: _____

Name: _____

Title: _____

[NAME OF ENTITY GRANTEE]

By: _____

Name: _____

Title: _____

[NAME OF PROJECT LEADER]

PROJECT LEADER

EXHIBIT 3

MEDICAL BENEFITS CLASS ACTION SETTLEMENT
MEDIATION INFORMATION FORM

All information relating to you that is disclosed to or obtained by the CLAIMS ADMINISTRATOR, BP, healthcare providers, or any other authorized entity in connection with exercise of a BACK-END LITIGATION OPTION may be used only by: (i) you, upon request; (ii) BP defendants in a BACK-END LITIGATION OPTION mediation or a BACK-END LITIGATION OPTION LAWSUIT; (iii) the mediator of your BACK-END LITIGATION OPTION MEDIATION; or (iv) the CLAIMS ADMINISTRATOR, healthcare providers, or any other authorized entity to the extent necessary for the administration of this MEDICAL SETTLEMENT AGREEMENT according to its terms, including your exercise of the BACK-END LITIGATION OPTION.

You are receiving this form because you submitted a NOTICE OF INTENT TO SUE and a BP defendant has elected to mediate your claim. You must submit this completed form to the CLAIMS ADMINISTRATOR within 60 days of the CLAIMS ADMINISTRATOR sending you the NOTICE OF MEDIATION.

This form must be signed personally by the person whose information is being requested, or in the case of a person who is (1) a minor, (2) lacking capacity or is incompetent, or (3) deceased, by his or her AUTHORIZED REPRESENTATIVE. If you are an AUTHORIZED REPRESENTATIVE, please provide the information requested for the person for whom you are asserting a claim, and also submit Appendix A.

Print or type all responses. Attach additional sheets if needed. In completing this form, you are under oath and must provide information that is true and correct to the best of your knowledge. If you cannot recall all of the details requested, please provide as much information as you can. If you are represented by counsel, you may and should consult with your attorney if you have any questions regarding the completion of this form. Your lawyer may submit this form for you, but may not sign it for you.

The capitalized terms in this form are defined in the MEDICAL SETTLEMENT AGREEMENT, which is available at www.[].com or by calling toll free x-xxx-xxx-xxxx.

You should submit all your materials together. You should retain a copy of anything submitted to the CLAIMS ADMINISTRATOR.

SAMPLE

Law Firm's Street Address

City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____
 - - - - -

Lawyer's E-mail Address

III. Background Information

A. Marital Status

Single Married Separated Divorced Widowed

If married, name of spouse: _____ Date of marriage: ____ / ____ / ____

B. Do you have children?

Yes No

If "yes," please provide name(s) and date(s) of birth:

C. Residence History: Please complete the following information regarding your residences for the past 20 years.

Street address	City	State	Zip code	Date moved in	Date moved out

Section continues on next page

1. To the best of your knowledge, did you ever reside within 1 mile of any of the following?

Factory/plant	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	What kind: _____
Refinery	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Superfund site	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	

2. Did you live in a mobile home provided as a result of Hurricane Katrina?

Yes No

If "yes," how long did you live in the mobile home? _____

3. Have you lived in a residence with any mold problems?

Yes No

If "yes," how long did you live in the residence? _____

4. Have you filed any claim for mold-related problems?

Yes No

5. Have you lived in a residence with any Chinese drywall?

Yes No

If "yes," how long did you live in the residence? _____

Have you filed a claim for Chinese drywall?

No

6. Have you lived in a residence with asbestos insulation, pipe covering, or decorative ceiling?

Yes No

If "yes," how long did you live in the residence? _____

7. How many hours a day do you estimate that you spend in an automobile? _____

D.1. Employment History: Please complete the following information regarding all employers that you have had in the last 20 years. If necessary, please provide the information for additional employers on additional pages.

Name of Employer: _____

Address of Employer: _____

Job Title: _____

section continues on next page

Job Duties: _____

Date(s) of Employment: _____

2. Have you ever worked in one of the following occupations, and if so, for how many years?

<u>Occupation</u>	<u>Length of Employment</u>	<u>Occupation</u>	<u>Length of Employment</u>
<input type="checkbox"/> Auto repair	_____	<input type="checkbox"/> Dry cleaning	_____
<input type="checkbox"/> Garage worker	_____	<input type="checkbox"/> Electronics	_____
<input type="checkbox"/> Brake lining	_____	<input type="checkbox"/> Firefighter	_____
<input type="checkbox"/> Assembly/machine operator	_____	<input type="checkbox"/> Hairdressing cosmetology	_____
<input type="checkbox"/> Coal miner	_____	<input type="checkbox"/> Farming	_____
<input type="checkbox"/> Carpentry	_____	<input type="checkbox"/> Textile worker	_____
<input type="checkbox"/> Chemist	_____	<input type="checkbox"/> Arborist	_____
<input type="checkbox"/> Cook/chef	_____	<input type="checkbox"/> Fishing	_____
<input type="checkbox"/> Janitor	_____	<input type="checkbox"/> Mining	_____
<input type="checkbox"/> Chemical industry	_____	<input type="checkbox"/> Highway repair	_____
<input type="checkbox"/> Construction	_____	<input type="checkbox"/> Pipefitter	_____
<input type="checkbox"/> Painter	_____	<input type="checkbox"/> Sandblaster	_____
<input type="checkbox"/> Lumber/sawmill	_____	<input type="checkbox"/> Gasoline station	_____
<input type="checkbox"/> Welder	_____	<input type="checkbox"/> Railroad/train yard	_____
<input type="checkbox"/> Trucking	_____	<input type="checkbox"/> Rubber industry	_____
<input type="checkbox"/> Metal Refining	_____	<input type="checkbox"/> Boating industry	_____
<input type="checkbox"/> Petroleum industry	_____	<input type="checkbox"/> Utility worker	_____
<input type="checkbox"/> Pulp/paper production	_____	<input type="checkbox"/> Photography/photo developer	_____
<input type="checkbox"/> Plumbing	_____	<input type="checkbox"/> Power lineman	_____
<input type="checkbox"/> Teaching	_____	<input type="checkbox"/> Commercial fishing	_____
<input type="checkbox"/> Vapor degreasing	_____	<input type="checkbox"/> Foundry	_____
<input type="checkbox"/> Laboratory work	_____	<input type="checkbox"/> Shipyard	_____
<input type="checkbox"/> Funeral director/embalmer	_____	<input type="checkbox"/> Pest control/exterminating	_____
<input type="checkbox"/> Nursing	_____	<input type="checkbox"/> Airplane pilot	_____
<input type="checkbox"/> Tankers/seaman	_____	<input type="checkbox"/> Flight attendant	_____
<input type="checkbox"/> Woodworking	_____	<input type="checkbox"/> Butcher	_____
<input type="checkbox"/> Slaughterhouse or abattoir	_____	<input type="checkbox"/> Clinical/science laboratory	_____
<input type="checkbox"/> Nuclear power plant	_____	<input type="checkbox"/> Veterinary practitioner	_____

3. Have you ever been in contact with or worked at a job handling any of the following materials?

Aerosols	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Acid mists	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Acrylamide	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Agent Orange	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Aldrin	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Anesthetic gases	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Arsenic	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Asbestos	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Asphalt and tar	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Benzene	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Beryllium	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Cadmium	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Carbon black	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Chlordane	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Chromium	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Coal	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Coal tar	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Crude oil	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Cotton	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Creosote	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Crop dust and sprays	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
DDT	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Degreasing agents	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Dieldrin	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Diesel	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Engine exhaust	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Dioxin (TCDD)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Dyes or stains	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Formaldehyde	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Fiberglass	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Gasoline	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Insulation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Lead	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure

section continues on next page

Mercury	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Nickel	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Paints	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Pentachlorophenol	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
PCBs	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Pesticides or fungicides	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Phenol	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Plastics	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Silica	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Solvents	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Soots or tars	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Mineral oils	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
TCE	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Toluene diisocyanate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Vinyl chloride	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Welding fumes	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Wood dust/sawdust	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
X-rays	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure
Radioactive materials	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not sure

E. Education History: Please provide the following information about your education.
 If you attended school beyond high school, please complete the following for each school that you attended after high school. If necessary, please provide the requested information for additional schools on additional pages.

Name of School	City, State	Dates of Attendance

F. Have you had any health insurance provided either through company employment (self, spouse, or parent), self-purchase of insurance or through governmental health agency (Medicare, state plan) to you and/or paid medical bills on your behalf from January 1, 2000 through the present?

Yes No

If "yes," please complete the following:

Name of insurance provider	Address

section continues on next page

G. Have you applied for worker's compensation, social security, or state or federal disability benefits in the past?

Yes No

If "yes", please complete the following for each application. If you cannot recall all of the details regarding such application(s), please provide as much information as you can. If necessary, please provide the requested information for additional claims on additional pages.

1. Date (or year) of application: _____
2. Type of benefits: _____
3. Amount awarded: _____
4. Basis of your claim: _____
5. If denied, reason for denial: _____
6. Location claim was filed: _____
7. To what agency or company you submitted your application: _____

H. Have you made any claim related to Hurricane Katrina?

Yes No

If "yes," date of claim: _____

Reason for claim: _____

I. Were you ever rejected or discharged from military service for any reason relating to your health or physical condition?

Yes No

If "yes," then state the reason for the health-related rejection or discharge and when this happened.

Do you, or have you ever received military disability benefits?

If "yes," then state the reason for the benefit.

section continues on next page

J. Have you ever filed a lawsuit, participated in a class action lawsuit or settlement, or otherwise made a legal claim or settled any claim relating to any bodily injury, illness, or physical harm?

Yes No

If "yes," please provide the following for each lawsuit or claim:

Name and address of lawyer who represented you in your claim or lawsuit: _____

Court in which the lawsuit was brought or claim was made: _____

The civil action or docket number assigned to the lawsuit or claim: _____

File date: _____

Claimed disease or condition: _____

Claimed cause of disease or condition: _____

Result of lawsuit or claim (verdict, dismissal, settlement): _____

IV. Medical Background

A. Smoking History

1. Have you ever smoked cigarettes, cigars, a pipe, or other substances?

Yes No

If "yes", please describe the substances smoked, amount:

a. Substances smoked: _____

b. Dates smoked: _____

c. Amount smoked (e.g., pack per day of cigarettes): _____

2. Have you ever used any other form of tobacco (e.g., snuff, dipping)?

Yes No

If "yes," please identify:

a. What form: _____

b. Dates of use: _____

c. Amount of use: _____

section continues on next page

3. Has anyone living with you ever smoked cigarettes, cigars, a pipe, or other substances?

Yes No

If "yes," please identify:

a. Person/Relationship: _____

b. Year started while living with you: _____

c. Year stopped while living with you: _____

d. Substances and amount smoked (e.g., Number of packs per day of cigarettes): _____

B. Alcohol Consumption

Please describe your history of alcohol use (include how many drinks you have in a typical week, what type of drinks, how many years you have been drinking, amounts of alcohol used over those years, any medical conditions that might be related to your alcohol use, and any treatment programs you participated in related to alcohol use).

C. Drug Consumption

Please identify any prescription medications, over-the-counter medications, dietary supplements, or other substances you have taken in the previous 10 years. For each one taken, please describe the dates of use and frequency of use.

D. Hospitalizations

Please provide the following information for each hospitalization that you have had. If you cannot remember all of the details, please list as much information as you can. If necessary, please provide the requested information on additional pages.

Name of hospital: _____

section continues on next page

Address: _____

Phone: _____

Reason(s) for hospitalization(s): _____

E. Health Care Providers

Please provide on a separate sheet, the following information for each doctor, clinic or healthcare provider that you have seen or who has treated you during the last twenty years, including any hospitalizations or surgeries for any physical condition. If you cannot recall all of the details regarding the healthcare providers that you have seen, please provide as much information as you can.

Name: _____

Specialty, if any: _____

Address: _____

Phone: _____

Reason for visit or hospitalization: _____

Date of visit or hospitalization: _____

F. Past Medical Conditions and Treatment

Have you been ever diagnosed or consulted a doctor, clinic, or other healthcare provider concerning any of the following conditions (check all that apply):

<input type="checkbox"/> Frequent or severe headaches	<input type="checkbox"/> Paralysis	<input type="checkbox"/> Arthritis
<input type="checkbox"/> Dizziness or fainting	<input type="checkbox"/> Epilepsy	<input type="checkbox"/> Epistaxis (nose bleeding)
<input type="checkbox"/> Hearing loss	<input type="checkbox"/> Sleeping disorder/sleep apnea	<input type="checkbox"/> Conjunctivitis
<input type="checkbox"/> Chronic or frequent colds	<input type="checkbox"/> Eating disorder	<input type="checkbox"/> Dry eye syndrome
<input type="checkbox"/> Sinusitis	<input type="checkbox"/> Extreme fatigue	<input type="checkbox"/> Anemia:
<input type="checkbox"/> Hay fever	<input type="checkbox"/> Memory problems	Insert type _____
<input type="checkbox"/> Skin disease	<input type="checkbox"/> Cancer (non-skin; including leukemia or lymphoma):	<input type="checkbox"/> Asthma
<input type="checkbox"/> Thyroid	Insert type(s) _____	<input type="checkbox"/> Bronchitis
<input type="checkbox"/> Tuberculosis	<input type="checkbox"/> Skin cancer:	<input type="checkbox"/> Corneal ulcer
<input type="checkbox"/> Scarred lung	Insert type(s) _____	<input type="checkbox"/> Seizure
<input type="checkbox"/> HIV / AIDS	<input type="checkbox"/> Attention deficit disorder	<input type="checkbox"/> Diabetes
<input type="checkbox"/> Pneumonia	<input type="checkbox"/> Allergic rhinitis	<input type="checkbox"/> Hypertension
<input type="checkbox"/> Shortness of breath	<input type="checkbox"/> Osteoporosis	<input type="checkbox"/> Ulcerative colitis

Section continues on next page

<input type="checkbox"/>	Chest pains	<input type="checkbox"/>	Heart attack	<input type="checkbox"/>	Crohn's disease
<input type="checkbox"/>	Chronic cough	<input type="checkbox"/>	Heart failure	<input type="checkbox"/>	Osteomyelitis
<input type="checkbox"/>	Heart conditions	<input type="checkbox"/>	Sarcoidosis	<input type="checkbox"/>	Epstein Barr virus
<input type="checkbox"/>	High blood pressure	<input type="checkbox"/>	Lupus	<input type="checkbox"/>	Gastric/stomach ulcer
<input type="checkbox"/>	Liver conditions	<input type="checkbox"/>	Organic brain syndrome	<input type="checkbox"/>	Allergies:
<input type="checkbox"/>	Sugar or albumin in urine				Insert type(s)_____

For each of the conditions you have identified above, please provide the following information. If you cannot remember all of the details, please list as much information as you can. Attach additional pages if necessary.

Condition: _____

Name of doctor or facility: _____

Address: _____

Date: _____

Diagnosis: _____

Treatment: _____

Medications: _____

Did the condition resolve? _____

Current status of the condition: _____

V. Family History

To the best of your knowledge, have any of your parents, grandparents, siblings, or children had any of the conditions listed above in section IV.F?

Family member	Cancer (including leukemias or lymphomas)? If "yes," provide the type and date of diagnosis	Disorders/conditions/diseases? If "yes," provide the type and date of diagnosis	Date of birth	Date of death
Mother				
Father				
Maternal grandmother				
Maternal grandfather				
Paternal grandmother				
Paternal grandfather				
Siblings				
Aunts/Uncles/Cousins				

VI. Physical Injuries, Illness and Damages

A. Please describe the LATER-MANIFESTED PHYSICAL CONDITION you claim.

1. Nature of physical injuries or illness: _____

2. The date that you first developed symptoms of the physical injuries or illness: _____

3. How you first became aware of the symptoms of the physical injuries or illness: _____

4. Whether those injuries or illnesses are continuing: _____

5. Please complete the following for the doctor or other healthcare provider who first diagnosed the physical injury or illness above.

a. Name: _____

b. Address: _____

c. Date of first consultation with that healthcare provider: _____

d. Date of last consultation: _____

e. Do you plan to continue to consult with that healthcare provider?

Yes No

6. Did you see any other doctor, clinic or other healthcare provider for the physical injuries or illness listed above?

Yes No

If "yes," please complete the following for each healthcare provider:

a. Name: _____

b. Address: _____

c. Date of first consultation with that healthcare provider: _____

d. Date of last consultation: _____

e. Do you plan to continue to consult with that healthcare provider?

Yes No

section continues on next page

B. Have you had any discussions with any doctor or other healthcare provider about whether oil, other hydrocarbons, or other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants or decontaminants used in connection with the RESPONSE ACTIVITIES contributed to your physical injuries or illness?

Yes No

If "yes," provide the doctor's or healthcare provider's name and address, and the date of that discussion.

VII. Extent And Duration of Exposure to Oil, Other Hydrocarbons, Or Other Substances Released From The MC252 WELL And/Or The *Deepwater Horizon* And Its Appurtenances, And/Or Dispersants Or Decontaminants Used In Connection With The RESPONSE ACTIVITIES

A. Please specifically describe the circumstances and duration of your exposure to oil, other hydrocarbons, or other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES (use specific dates, locations, and activities):

B. For claims related to your role as a CLEAN-UP WORKER, include your role in the clean-up activities, the name of your employer, and where you were working:

VIII. Documents

Please provide a copy of all of your documents and things which fall into the categories listed below.

1. Signed HIPAA authorizations for the release of your medical records (Appendix B).
2. Signed authorizations for the release of your employment records (Appendix C).
3. A copy of any medical records in your possession that you wish to be considered from any physician, hospital, clinic, healthcare provider or pharmacy that treated you, or filled your prescriptions.
4. If you have been the claimant or subject of any worker's compensation, Social Security, or other disability proceeding, all documents relating to such proceeding.
5. Decedent's death certificate (if applicable) and the results of any post-mortem examination (if applicable).

IX. Declaration

This form is an official court document sanctioned by the COURT that presides over the class actions arising from the *DEEPWATER HORIZON* INCIDENT. Submitting this document to the CLAIMS ADMINISTRATOR is equivalent to filing it with the COURT, and I declare under penalty of perjury that the information provided in this form is true and correct to the best of my knowledge, information, and belief.

Signature of MEDICAL BENEFITS SETTLEMENT CLASS MEMBER

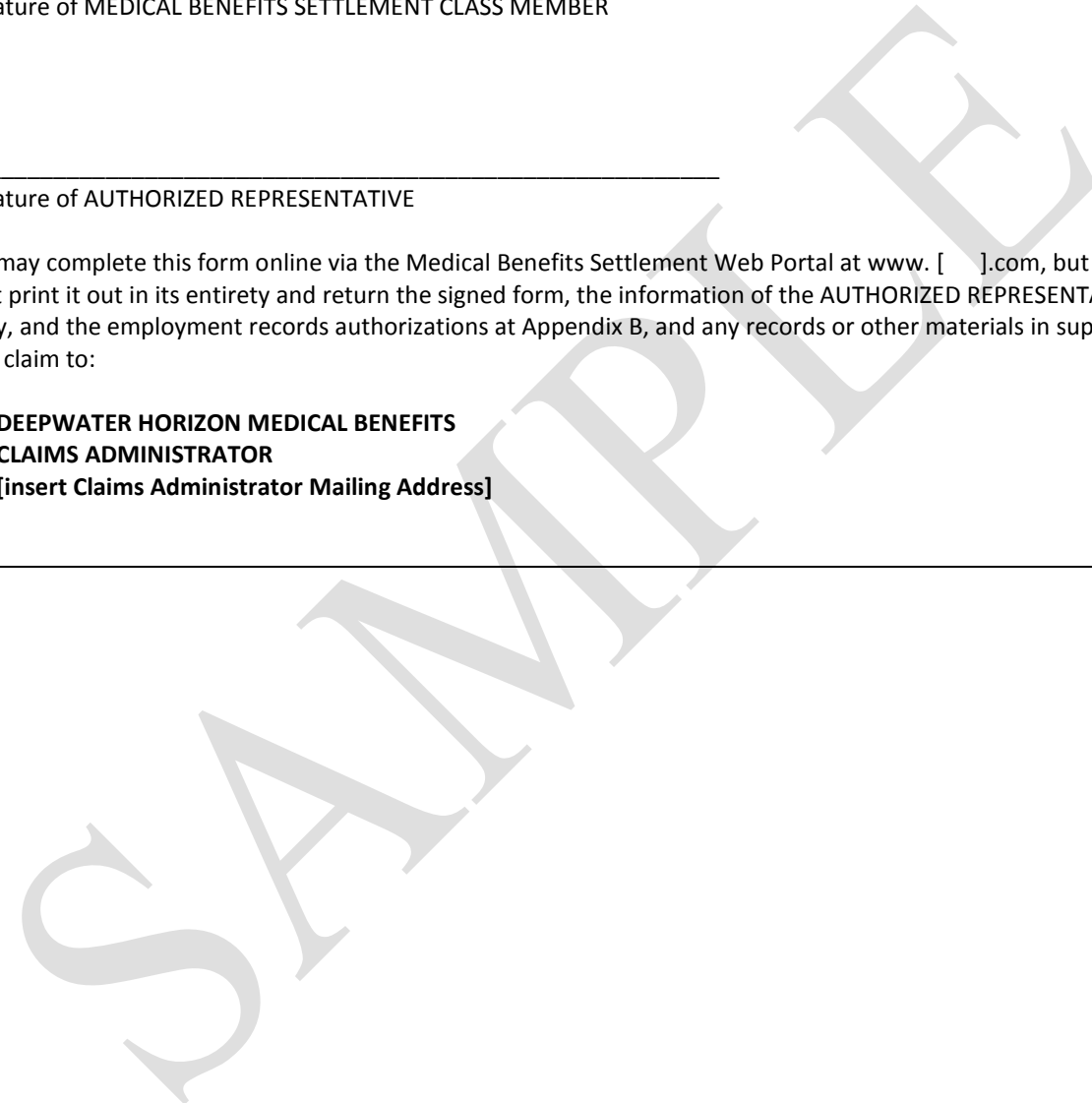
Date: ____ / ____ / ____

Or

Signature of AUTHORIZED REPRESENTATIVE

You may complete this form online via the Medical Benefits Settlement Web Portal at [www. \[\].com](http://www.[].com), but you must print it out in its entirety and return the signed form, the information of the AUTHORIZED REPRESENTATIVE, if any, and the employment records authorizations at Appendix B, and any records or other materials in support of your claim to:

**DEEPWATER HORIZON MEDICAL BENEFITS
CLAIMS ADMINISTRATOR
[insert Claims Administrator Mailing Address]**



MEDIATION INFORMATION FORM - Appendix B

HIPAA Authorization for Disclosure of Medical Records and Disclosure of Protected Health Information Pursuant to 45 C.F.R. § 164-508

When submitting a **MEDIATION INFORMATION FORM**, you must also complete and submit this authorization. Submitting this form authorizes BP, subject to the terms of the **MEDICAL SETTLEMENT AGREEMENT**, to collect medical records from a **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S** healthcare providers. The information obtained from your healthcare providers pursuant to this authorization will be used by BP and a mediator in evaluating and mediating your claim for a **LATER-MANIFESTED PHYSICAL CONDITION** and in a **BACK-END LITIGATION OPTION LAWSUIT**. BP will promptly provide you a copy of the records it obtains pursuant to this authorization without cost to you.

Please fill out the fields and sign the document below. If you are an **AUTHORIZED REPRESENTATIVE** of a minor, incapacitated or incompetent person, or deceased person, please provide information for that person and sign below.

The capitalized terms in this form are defined in the **MEDICAL BENEFITS CLASS CLASS SETTLEMENT AGREEMENT**, which is available at [www.\[\].com](http://www.[].com) or by calling toll free x-xxx-xxx-xxxx.

You should keep a copy of anything submitted to the CLAIMS ADMINISTRATOR.

HIPAA Authorization for Disclosure of Medical Records and Disclosure of Protected Health Information Pursuant to 45 C.F.R. § 164-508

NAME OF MEDICAL BENEFITS SETTLEMENT CLASS MEMBER

First Name	M.I.	Last Name

Date of Birth (mm/dd/yyyy)	Social Security Number
/ /	- -

I, the **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER** named above, hereby authorize my health care provider(s), health plan(s), and health insurer(s) to disclose my health records to BP through its counsel, the law firm of Liskow & Lewis, One Shell Square, 701 Poydras Street, Suite 5000, New Orleans, LA 70139-5099 (hereafter referred to as "**Recipient**"), for the purpose of the evaluation and mediation of my claim for a LATER-MANIFESTED PHYSICAL CONDITION, including the submission of my health records to a mediator.

I hereby grant any reimbursement claim, lien holder or state or federal agency, and the contract representatives of either, permission to share with the **Recipient** all reimbursement claim and lien information and confirming **health records** regarding any conditional payments made, or medical care performed, by the claim / lien holder relating to LATER-MANIFESTED PHYSICAL CONDITIONS within the meaning of the MEDICAL BENEFITS CLASS ACTION SETTLEMENT (collectively referred to as "**lien information**").

As referred to above, my **health records** include any and all of the following:

Records of my medical condition(s), diagnoses, and treatment, including, but not limited to, physician’s records; surgeons’ records; discharge summaries; progress notes; consultations; pharmaceutical records; medication sheets; patient information sheets; consents for treatment; medical reports; x-rays and x-ray reports; CT scans, MRI films, photographs, and any other radiological, nuclear medicine, or radiation therapy films; interpretations of diagnostic tests; pathology materials, slides, tissues, and laboratory results and/or reports; consultations; physical therapy records; drug and/or alcohol abuse records; HIV/AIDS diagnosis and/or treatment; physicals and histories; correspondence; psychiatric records; psychological records; psychometric test results; social worker’s records; other

information pertaining to the physical and mental condition; all hospital summaries and hospital records including, but not limited to, admitting records; admitting histories and physicals; case records, discharge summaries; physician's orders, progress notes, and nurses' notes; medical record summaries; emergency room records; all other hospital documents and memoranda pertaining to any and all hospitalizations and/or out-patient visits; and

Any and all insurance records; statements of account, bills or billing records, or invoices; any other papers concerning any treatment, examination, periods or stays of hospitalization, confinement, or diagnosis pertaining to my health.

I understand that the information in my **health records** may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.

I understand that I have the right to revoke this authorization at any time. I understand that if I wish to revoke the authorization, I must do so in writing and must provide my written revocation to any and all of my health care providers, health plans, or health insurers, state or federal agencies and all other third party lien holders to which the revocation will apply. I understand that the revocation will not apply to any disclosures that have already been made in reliance on this authorization prior to the date upon which the disclosing health care provider, health plan, health insurer, or such other third party receives my written revocation.

I understand that my authorization of the disclosure of my **health records** and **lien information** is voluntary and that I therefore can refuse to sign this authorization. I also understand that I do not need to sign this authorization in order to obtain health treatment or to receive or be eligible to receive benefits for coverage of health treatment.

I understand that, once disclosed to the **Recipient**, my **health records** and **lien information** may not be protected by federal privacy law and could be further disclosed to others without my authorization.

This authorization expires upon final resolution of my claim for a LATER-MANIFESTED PHYSICAL CONDITION in the Medical Benefits Class Action Settlement in MDL 2179.

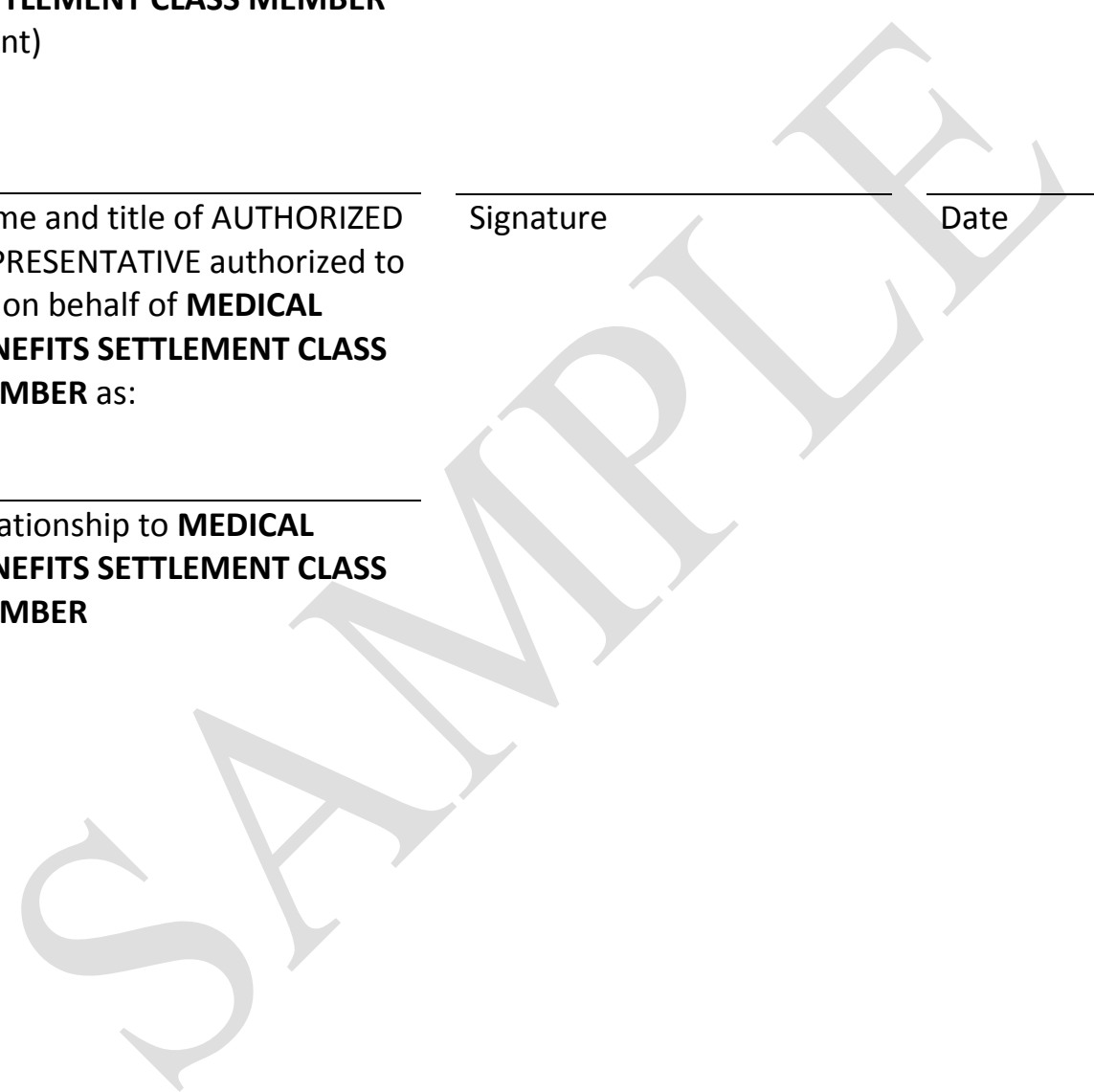
I have a right to receive and retain a copy of this authorization when signed below.

Name of MEDICAL BENEFITS SETTLEMENT CLASS MEMBER (print)	Signature	Date
--	-----------	------

OR

Name and title of AUTHORIZED REPRESENTATIVE authorized to act on behalf of MEDICAL BENEFITS SETTLEMENT CLASS MEMBER as:	Signature	Date
--	-----------	------

Relationship to **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER**



MEDIATION INFORMATION FORM - Appendix C
Authorization And Direction For Disclosure And Release Of Employee/Personnel Records

When submitting a **MEDIATION INFORMATION FORM**, you must also complete and submit this authorization. Submitting this form authorizes BP, subject to the terms of the **MEDICAL SETTLEMENT AGREEMENT**, to collect employment and personnel records from your past and present employers. The information obtained pursuant to this authorization will be used by BP and a mediator in evaluating and mediating your claim for a **LATER-MANIFESTED PHYSICAL CONDITION** and in a **BACK-END LITIGATION OPTION LAWSUIT**.

Please fill out the fields and sign the document below. If you are an **AUTHORIZED REPRESENTATIVE** of a minor, incapacitated or incompetent person, or deceased person, please provide information for that person and sign below.

The capitalized terms in this form are defined in the **MEDICAL SETTLEMENT AGREEMENT**, which is available at [www.\[\].com](http://www.[].com) or by calling toll free x-xxx-xxx-xxxx.

You should retain a copy of anything submitted to the CLAIMS ADMINISTRATOR.

SAMPLE

Authorization And Direction For Disclosure And Release Of Employee/Personnel Records

EMPLOYER:

Name: _____

Address: _____

EMPLOYEE:

Name: _____

Date of Birth: _____

Social Security No: _____

Address: _____

I, the **EMPLOYEE** named above, do hereby **AUTHORIZE AND DIRECT** my past or current **EMPLOYER** identified above to disclose and release to BP through its counsel, the law firm of Liskow & Lewis, One Shell Square, 701 Poydras Street, Suite 5000, New Orleans, LA 70139-5099, and/or its duly authorized representative any and all records, files, documents and other information concerning my employment with the above-named **EMPLOYER**.

This authorization expires upon a final resolution of my claim for a LATER-MANIFESTED PHYSICAL CONDITION in the MEDICAL BENEFITS CLASS ACTION SETTLEMENT in MDL 2179.

Dated this _____ day of _____ 20__.

Printed **Employee** Name

Employee Signature

To be filled out by an Authorized Representative for an **Employee** who is a minor, incapacitated or incompetent person, or deceased person:

Name of AUTHORIZED REPRESENTATIVE authorized to act on **Employee's** behalf

Signature of AUTHORIZED REPRESENTATIVE authorized to act on **Employee's** behalf

Relationship to **Employee**

EXHIBIT 4

MEDICAL BENEFITS CLASS ACTION SETTLEMENT
NOTICE OF INTENT TO SUE

Complete this form if you are a **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER** seeking to exercise a **BACK-END LITIGATION OPTION**. In addition to this form, you must also submit the **HIPAA authorization (Appendix B)**, and either the **PHYSICIAN'S CERTIFICATION FORM (Appendix C)** or medical records containing the diagnosis and date of first diagnosis of your **LATER-MANIFESTED PHYSICAL CONDITION**. This form and all accompanying materials must be submitted to the **CLAIMS ADMINISTRATOR**, within 4 years after the date of first diagnosis of your **LATER-MANIFESTED PHYSICAL CONDITION** or the **EFFECTIVE DATE**, whichever is later.

Within 10 days of the **CLAIMS ADMINISTRATOR's** receipt of this form and the accompanying material described above, the **CLAIMS ADMINISTRATOR** will forward this form and the accompanying material to all **BP** defendants named in your **NOTICE OF INTENT TO SUE**. Within 30 days of receipt of this form and accompanying material, a **BP** defendant may exercise the option to mediate your claim(s). If a **BP** defendant decides to mediate your claim(s), you may not file a **BACK-END LITIGATION OPTION LAWSUIT** against **BP** or **OTHER RELEASED PARTIES** unless you complete the mediation process without resolving your claim(s). If a **BP** defendant does not choose to mediate your claim(s), you may file a **BACK-END LITIGATION OPTION LAWSUIT** against **BP** within 6 months after the **CLAIMS ADMINISTRATOR** notifies you that no **BP** defendant has chosen to mediate your claim(s).

If you are an **AUTHORIZED REPRESENTATIVE** making a claim on behalf of a person who is (1) a minor, (2) lacking capacity or incompetent, or (3) deceased, please provide the information requested for the person for whom you are exercising a **BACK-END LITIGATION OPTION**, and also submit Appendix A and the requested materials.

Print or type all responses. In completing this form, you are under oath and must provide information that is true and correct to the best of your knowledge. If you cannot recall all of the details requested, please provide as much information as you can. If you are represented by counsel, you may and should consult with your attorney if you have any questions regarding the completion of this form.

The capitalized terms in this form are defined in the **MEDICAL SETTLEMENT AGREEMENT**, which is available at [www.\[\].com](http://www.[].com) or by calling toll free x-xxx-xxx-xxxx.

You should submit all your materials together. You should retain a copy of everything submitted to the CLAIMS ADMINISTRATOR.

I. Personal & Background Information		
First Name	M.I.	Last Name
Any other names used in the last 10 years		
Current or last known street address		
City	State	Zip Code
Telephone Number (Daytime)	Telephone Number (Evening)	
Cellular Number		
E-mail address (if any)		
Date of birth (mm/dd/yyyy)	Social security number	
Driver's license number / Other state ID	State	Gender
		<input type="checkbox"/> Male <input type="checkbox"/> Female
How should the CLAIMS ADMINISTRATOR communicate with you in connection with your claim?		
<input type="checkbox"/> Mail	<input type="checkbox"/> E-mail	<input type="checkbox"/> Telephone
II. Representation by Legal Counsel		
Are you represented by any lawyer in connection with this claim?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "yes", please provide your lawyer's name, law firm, and contact information (Please note that all communications will be made to your lawyer):		
Lawyer's First Name	M.I.	Lawyer's Last Name
Law Firm's Name		
Law Firm's Street Address		
<i>Section continues on next page</i>		

City	State	Zip Code
Telephone Number	Fax Number	
Lawyer's E-mail Address		

III. Basis for Participation in MEDICAL BENEFITS CLASS ACTION SETTLEMENT

Which of the following is the basis for your participation in this class settlement? Check every box that you think applies. If none of the following apply to you, you are not eligible to participate in this settlement.

- I was a CLEAN-UP WORKER at any time between April 20, 2010, and April 16, 2012.
- I resided in ZONE A for some time on each of at least 60 days between April 20, 2010, and September 30, 2010 and developed one or more SPECIFIED PHYSICAL CONDITIONS within the timeframes set forth on the SPECIFIED PHYSICAL CONDITIONS MATRIX.
- I resided in ZONE B for some time on each of at least 60 days between April 20, 2010, and December 31, 2010.

IV. Identification of LATER-MANIFESTED PHYSICAL CONDITIONS

A. Provide the following information about every LATER-MANIFESTED PHYSICAL CONDITION for which you are making a claim. Provide additional copies of this section as necessary to describe any additional conditions.

1. Name/Description of LATER-MANIFESTED PHYSICAL CONDITION and symptoms thereof:

2. Date on which the condition was first diagnosed: ____ / ____ / ____

B. Proof of LATER-MANIFESTED PHYSICAL CONDITION

You must establish the existence of the LATER-MANIFESTED PHYSICAL CONDITION claimed above by submitting with this form either (1) a PHYSICIAN'S CERTIFICATION FORM (Appendix C) or (2) medical records containing the diagnosis and date of first diagnosis of the LATER-MANIFESTED PHYSICAL CONDITION.

Section continues on next page

Please identify which of the following you are submitting with this form (check all that apply):

PHYSICIAN'S CERTIFICATION FORM.

Medical records containing the diagnosis and date of first diagnosis of the LATER-MANIFESTED PHYSICAL CONDITION you are claiming.

V. Identification of BP Defendants

Identify all of the BP defendants from whom you are seeking, or intend to seek, compensation for your LATER-MANIFESTED PHYSICAL CONDITION.

VI. Medicare, Medicaid, and Other Lien, Indemnity, Subrogation and Other Interests Information

A. Medicare

1. Are you now, or have you been enrolled at any time since April 16, 2012, in Medicare?

Yes

No

If yes, please provide your HICN (Medicare Claim #):

If yes, please provide your enrollment date:

/ /

2. Are you now, or have you been enrolled at any time since April 16, 2012, in a Medicare Advantage, Medicare Cost or similar Medicare replacement Plan and whom you believe or suspect may hold or assert any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type in connection with your LATER-MANIFESTED PHYSICAL CONDITION?

Yes

No

If "yes", what is the name of such Medicare Advantage, Medicare Cost or similar Replacement Plan?

If "yes", please provide your member number for each such Plan:

If "yes", please provide your enrollment date:

/ /

3. Are you now, or have you been enrolled at any time since April 16, 2012, in a separate Medicare Plan D (prescription drug benefits) Plan and whom you believe or suspect may hold or assert any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type in connection with your LATER-MANIFESTED PHYSICAL CONDITION?

Yes

No

If "yes", what is the name and your member number of each such Medicare Part D Plan?

Section continues on next page

NOTICE OF INTENT TO SUE

B. Medicaid

1. Are you currently enrolled in a state Medicaid program?

Yes No

If yes, please provide your Medicaid ID Number:

State of Issuance:

Date of Enrollment:

____ / ____ / _____

2. Have you been enrolled in any other state Medicaid Program at any time since April 16, 2012?

Yes No

If yes, please provide your Medicaid ID Number:

State of Issuance:

Date of Enrollment:

____ / ____ / _____

C. Veterans Administration Benefits, TRICARE benefits, or INDIAN HEALTH SERVICES

1. Please check all of the following for which you have been entitled at any time since April 16, 2012, to receive:

Veterans Administration health care or prescription drug benefits

TRICARE healthcare or prescription drug benefits

INDIAN HEALTH SERVICES health care or prescription drug benefits

2. If you checked any of the above, for each one you checked, please state:

A. Applicable Program

Claim Number

Dates of Enrollment

____ / ____ / ____ to ____ / ____ / ____

Branch

Sponsor

Sponsor SSN

____ - ____ - _____

Treating Facility

Section continues on next page

D. Other Health Care Coverage

1. Were you entitled to receive, at any time since April 16, 2012, health care benefits or prescription drugs from any type of person or entity not previously listed in Section IV for injuries claimed to arise out of the *DEEPWATER HORIZON* INCIDENT and whom you believe or suspect may hold or assert any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type in connection with any claim for the LATER-MANIFESTED PHYSICAL CONDITION(S) being asserted in this NOTICE OF INTENT TO SUE?

Yes No

2. Has any insurer or other person or entity made any payment(s) on your behalf for any medical condition for which you are making with any claim for the LATER-MANIFESTED PHYSICAL CONDITION(S) being asserted in this NOTICE OF INTENT TO SUE?

Yes No

If "yes" to either question above, provide the following information for every such person or entity:

Name of Entity: _____
Policy Number: _____
Medical Condition Covered by Entity: _____

Name of Entity: _____
Policy Number: _____
Medical Condition Covered by Entity: _____

Name of Entity: _____
Policy Number: _____
Medical Condition Covered by Entity: _____

E. Workers' Compensation

1. Have you made a claim for workers' compensation benefits for any conditions related to your LATER-MANIFESTED PHYSICAL CONDITION at any time since April 16, 2012?

Yes No

2. If "yes", did you receive workers' compensation benefits?

Yes No

Identify the injury you suffered: _____

Identify the following:

Name of employer or state workers' compensation fund that provided your workers' compensation benefits?

Section continues on next page

Employer's State: _____
Workers' Comp Board Number: _____
Workers' Comp Carrier Name: _____
Workers' Comp Carrier ID: _____

F. Lien and Subrogation Information

1. Has anyone (such as an attorney, health care provider, insurance company, or government entity) sent you a letter or form asserting or notifying you of his, her, or its right to be entitled to the compensation you may receive as a result of or in connection with any claim for the LATER-MANIFESTED PHYSICAL CONDITION(S) being asserted in this NOTICE OF INTENT TO SUE.

Yes No

If "yes", please provide a copy of every such letter or form to the CLAIMS ADMINISTRATOR. If you do not have a copy of such letter or form, please describe in detail who sent you the form or letter and the contents of such letter or form:

2. Has anyone (such as an attorney, health care provider, insurance company, or government entity) sent you anything in writing or told you that he, she, or it is entitled to a share of any compensation you may receive for the LATER-MANIFESTED PHYSICAL CONDITION(S) being asserted in this NOTICE OF INTENT TO SUE? Please provide a copy of all such correspondence to the CLAIMS ADMINISTRATOR.

Yes No

If "yes", please describe:

3. List any other known and/or suspected subrogation, indemnity, lien, claim, conditional payment reimbursement right or other actual or potential interest of any type that has been (or may be) asserted by any state, government body, employer, attorney, insurer, provider and/or any other person or entity that may be related to the LATER-MANIFESTED PHYSICAL CONDITION(S) being asserted in this NOTICE OF INTENT TO SUE. Please provide a copy of all such correspondence to the CLAIMS ADMINISTRATOR.

Section continues on next page

G. Bankruptcy Information

1. Have you filed for bankruptcy protection at any time since April 16, 2012?

Yes No

If "yes", please complete the following (for each bankruptcy filed):

Court (in which you filed for bankruptcy): _____

Case No: _____

Date bankruptcy was filed: _____

If closed, date bankruptcy was closed: _____

VII. Conditions for Submission of NOTICE OF INTENT TO SUE

- A. Confidentiality. By signing below, I authorize disclosure of the information contained in this form and any other documents obtained in connection with my claim to such persons as may be reasonably necessary for purposes of participation in mediation, exercise of a BACK-END LITIGATION OPTION, and/or seeking compensation for a LATER-MANIFESTED PHYSICAL CONDITION, including, but not limited to, verifying all claims of medical injury and treatment, employment history, residency in ZONE A and/or ZONE B, and fulfilling any Medicare Secondary Payer Act and other reporting requirements.
- B. Acknowledgement of Being Bound by the Terms of the MEDICAL SETTLEMENT AGREEMENT. In consideration of the obligations of BP under the MEDICAL SETTLEMENT AGREEMENT approved by the COURT, I, the undersigned MEDICAL BENEFITS CLASS ACTION SETTLEMENT CLASS MEMBER, individually and for my predecessors, successors, assigns, representatives, attorneys, agents, trustees, insurers, heirs, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she or it is entitled to assert any claim on my behalf, and/or, if by virtue of my capacity as an AUTHORIZED REPRESENTATIVE of a MEDICAL BENEFITS CLASS ACTION SETTLEMENT CLASS MEMBER, whether as predecessors, successors, assigns, representatives, attorneys, agents, trustees, insurers, heirs, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity, and in that capacity, hereby expressly acknowledge and agree that I, individually and for my predecessors, successors, assigns, representatives, attorneys, agents, trustees, insurers, heirs, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she or it is entitled to assert any claim on my behalf, and/or, if by virtue of my capacity as an AUTHORIZED REPRESENTATIVE of a MEDICAL BENEFITS CLASS ACTION SETTLEMENT CLASS MEMBER, whether as predecessors, successors, assigns, representatives, attorneys, agents, trustees, insurers, heirs, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity, and in that capacity, am bound by the terms of the MEDICAL SETTLEMENT AGREEMENT, including, but not limited to, the release of all RELEASED CLAIMS, the release of any claim for punitive, multiple, or exemplary damages against BP and OTHER RELEASED PARTIES in Section XVI of the MEDICAL SETTLEMENT AGREEMENT, and the limitations on the right to sue in Section VIII of the MEDICAL SETTLEMENT AGREEMENT. Provided, however, that this Acknowledgement shall be void and of no effect if I am not a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER.
- C. I acknowledge that this form is an official court document sanctioned by the COURT that presides over the class actions arising from the DEEPWATER HORIZON INCIDENT, and submitting this document to the CLAIMS ADMINISTRATOR is equivalent to filing it with the COURT. I declare under penalty of perjury that the information provided in this form is true and correct to the best of my knowledge, information, and belief. I agree to cooperate with the CLAIMS ADMINISTRATOR and to provide any necessary authorization for compliance with the Medicare Secondary Payer Act and other similar reporting requirements. I also understand that if the CLAIMS ADMINISTRATOR at any time has reason to believe that I have made an intentional misrepresentation, omission, and/or concealment of a material fact in this NOTICE OF INTENT TO SUE or have provided fraudulent proof in support of my claim, the CLAIMS ADMINISTRATOR will report the alleged intentional misrepresentation, omission, and/or concealment

of a material fact and/or alleged fraudulent proof to the COURT, the United States Attorney's Office, the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL, and that I may be subject to contempt of court or other lawful penalties, and that BP may elect not to participate in mediation.

D. I hereby certify that I have not filed and will not file a claim for benefits under worker's compensation law or the Longshore and Harbor Workers' Compensation Act for the LATER-MANIFESTED PHYSICAL CONDITION(S) being claimed in this NOTICE OF INTENT TO SUE.

If you are an AUTHORIZED REPRESENTATIVE, the terms above apply to you in your representative capacity and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER whom you represent.

This form is an official court document sanctioned by the COURT that presides over the class actions arising from the DEEPWATER HORIZON INCIDENT. Submitting this document to the CLAIMS ADMINISTRATOR is equivalent to filing it with the COURT, and I declare under penalty of perjury that the information provided in this form is true and correct to the best of my knowledge, information, and belief.

Signature of MEDICAL BENEFITS SETTLEMENT CLASS MEMBER Date: ____ / ____ / ____

or

Signature of AUTHORIZED REPRESENTATIVE (if applicable) Date: ____ / ____ / ____

(Signature(s) of Counsel) Date: ____ / ____ / ____

You may complete this form online via the Medical Benefits Settlement Web Portal at www.[] .com, but you must print it out in its entirety and submit the signed form, and any additional records or materials in support of your claim, to:

**DEEPWATER HORIZON MEDICAL BENEFITS
CLAIMS ADMINISTRATOR
[INSERT CLAIMS ADMINISTRATOR MAILING ADDRESS]**

**NOTICE OF INTENT TO SUE - Appendix A
AUTHORIZED REPRESENTATIVES**

Complete this Appendix only if you are an AUTHORIZED REPRESENTATIVE of a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER who is (1) a minor, (2) lacking capacity or incompetent, or (3) deceased.

A. Check all that apply for the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER for whom you are an AUTHORIZED REPRESENTATIVE.

- Minor
- Person Lacking Capacity or Incompetent Person
- Deceased Person

If the person for whom you are an AUTHORIZED REPRESENTATIVE is a deceased person, please state the date of the death: ____ / ____ / ____

B. Provide the following information about yourself (the AUTHORIZED REPRESENTATIVE filling out this form):

First Name	M.I.	Last Name

Any other names used in the last 10 years

Current Street Address

City	State	Zip Code

Telephone Number	-	Fax Number	-
	-		-

E-mail Address

C. Identify the authority giving you, the AUTHORIZED REPRESENTATIVE, the right to act on behalf of the person identified in Section I above. You must also provide copies of documentation verifying your authority to act, such as a power of attorney or a court order stating your authority to act, or, if no such documents are available, documents establishing your legal relationship to the person identified in Section I of the MEDIATION INFORMATION FORM. AUTHORIZED REPRESENTATIVES of a deceased person must also provide a copy of the death certificate.

NOTICE OF INTENT TO SUE - Appendix B
HIPAA Authorization for Disclosure of Medical Records and Disclosure of
Protected Health Information Pursuant to 45 C.F.R. § 164-508

When submitting a NOTICE OF INTENT TO SUE, you must also complete and submit this authorization. Submitting this form authorizes the CLAIMS ADMINISTRATOR, subject to the terms of the MEDICAL SETTLEMENT AGREEMENT, to use the information obtained from a MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S healthcare providers to fulfill Medicare Secondary Payer Act and other reporting requirements.

Please fill out the fields and sign the document below. If you are an AUTHORIZED REPRESENTATIVE of a minor, incapacitated or incompetent person, or deceased person, please provide information for that person and sign below.

The capitalized terms in this form are defined in the MEDICAL SETTLEMENT AGREEMENT, which is available at [www.\[\].com](http://www.[].com) or by calling toll free x-xxx-xxx-xxxx.

You should retain a copy of anything you submit to the CLAIMS ADMINISTRATOR.

HIPAA Authorization for Disclosure of Medical Records and Disclosure of Protected Health Information Pursuant to 45 C.F.R. § 164-508

NAME OF MEDICAL BENEFITS SETTLEMENT CLASS MEMBER

First Name	M.I.	Last Name
Date of Birth (mm/dd/yyyy)	Social Security Number	

I, the **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER** named above, hereby authorize my health care provider(s), health plan(s), and health insurer(s) to disclose my health records to the CLAIMS ADMINISTRATOR of the MEDICAL BENEFITS CLASS ACTION SETTLEMENT, [Insert Medical Claims Administrator name] [Insert Claims Administrator Mailing Address] (hereafter referred to as "**Recipient**"), for the purpose of verifying any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type I may owe for medical items, services, and/or prescription drugs I received relating to the LATER MANIFESTED PHYSICAL CONDITION with which I have been diagnosed.

I hereby grant any holder of any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type, or state or federal agency, and their contract representatives, permission to share with the **Recipient** all information related to any lien, claim, or right of subrogation, indemnity, reimbursement, conditional or other payment, or interest and confirming **health records** regarding any conditional or other payments made, or medical item, services, and/or prescription drugs provided, by the holder of such lien, claim, or right of subrogation, indemnity, reimbursement, conditional or other payment, or interest of any type relating to a LATER-MANIFESTED PHYSICAL CONDITION within the meaning of the MEDICAL BENEFITS CLASS ACTION SETTLEMENT (collectively referred to as "**lien information**").

As referred to above, my **health records** include any and all of the following:

Records of my medical condition(s), diagnoses, and treatment, including, but not limited to, physician’s records; surgeons’ records; discharge summaries; progress notes; consultations; pharmaceutical records; medication sheets; patient

information sheets; consents for treatment; medical reports; x-rays and x-ray reports; CT scans, MRI films, photographs, and any other radiological, nuclear medicine, or radiation therapy films; interpretations of diagnostic tests; pathology materials, slides, tissues, and laboratory results and/or reports; consultations; physical therapy records; drug and/or alcohol abuse records; HIV/AIDS diagnosis and/or treatment; physicals and histories; correspondence; psychiatric records; psychological records; psychometric test results; social worker's records; other information pertaining to the physical and mental condition; all hospital summaries and hospital records including, but not limited to, admitting records; admitting histories and physicals; case records, discharge summaries; physician's orders, progress notes, and nurses' notes; medical record summaries; emergency room records; all other hospital documents and memoranda pertaining to any and all hospitalizations and/or out-patient visits; and

Any and all insurance records; statements of account, bills or billing records, or invoices; any other papers concerning any treatment, examination, periods or stays of hospitalization, confinement, or diagnosis pertaining to my health.

I understand that the information in my **health records** may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.

I understand that I have the right to revoke this authorization at any time. I understand that if I wish to revoke the authorization, I must do so in writing and must provide my written revocation to any and all of my health care providers, health plans, or health insurers, state or federal agencies, and all other third party lien holders to which the revocation will apply. I understand that the revocation will not apply to any disclosures that have already been made in reliance on this authorization prior to the date upon which the disclosing health care provider, health plan, health insurer, or such other third party receives my written revocation.

I understand that my authorization of the disclosure of my **health records** and **lien information** is voluntary and that I therefore can refuse to sign this authorization. I also understand that I do not need to sign this authorization in order to obtain health treatment or to receive or be eligible to receive benefits for coverage of health treatment.

I understand that, once disclosed to the **Recipient**, my **health records** and **lien information** may not be protected by federal privacy law and could be further disclosed to others without my authorization.

This authorization expires two years after a final resolution of my claim for a LATER-MANIFESTED PHYSICAL CONDITION in the Medical Benefits Class Action Settlement in MDL 2179.

I have a right to receive and retain a copy of this authorization when signed below.

Name of **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER**
(print)

Signature

Date

OR

Name and title of
AUTHORIZED
REPRESENTATIVE authorized
to act on behalf of **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER** as:

Signature

Date

Relationship to **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER**

**NOTICE OF INTENT TO SUE - Appendix C
PHYSICIAN'S CERTIFICATION FORM**

This form is for use in connection with your NOTICE OF INTENT TO SUE. If you choose to submit this form, have your licensed physician complete and sign this form, and return it to you. You should submit the original of this form together with your NOTICE OF INTENT TO SUE.

The capitalized terms in this form are defined in the MEDICAL SETTLEMENT AGREEMENT, which is available at www.[].com or by calling toll free x-xxx-xxx-xxxx.

You should retain a copy of anything submitted to the CLAIMS ADMINISTRATOR.

I, the undersigned physician, declare under penalty of perjury that I have personally examined the person listed below and that I diagnosed him or her with the medical condition(s), and on the date(s), that I have identified in the chart below.

Name of Class Member

<i>Condition:</i>	<i>Date of Diagnosis:</i>
<i>Condition:</i>	<i>Date of Diagnosis:</i>
<i>Condition:</i>	<i>Date of Diagnosis:</i>

Physician's Name: _____

Address: _____

Telephone Number: _____

License Number / State: _____

Signature of Licensed Physician

Date

EXHIBIT 5

MEDICAL BENEFITS CLASS ACTION SETTLEMENT
PROOF OF CLAIM FORM

Complete this form if you are a **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER** who is applying for compensation for a **SPECIFIED PHYSICAL CONDITION** and/or participation in the **PERIODIC MEDICAL CONSULTATION PROGRAM**. Unless otherwise specified, the information requested for a **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER ("You")** refers to the person who:

(1) worked as a CLEAN-UP WORKER between April 20, 2010, and April 16, 2012;

(2) resided in ZONE A for some time on each of at least 60 days between April 20, 2010, and September 30, 2010 ("ZONE A RESIDENT"), and who developed one or more SPECIFIED PHYSICAL CONDITIONS between April 20, 2010, and September 30, 2010; and/or

(3) resided in ZONE B for some time on each of at least 60 days between April 20, 2010 and December 31, 2010 ("ZONE B RESIDENT").

If you are an **AUTHORIZED REPRESENTATIVE** making a claim on behalf of a person who is (1) a minor, (2) lacking capacity or incompetent, or (3) deceased, please provide the information requested for the person for whom you are making the claim, and also submit Appendix A.

Submit this **PROOF OF CLAIM FORM**, **HIPAA authorization (Appendix B)**, **employment authorization (only for those CLEAN-UP WORKERS not included in one of the databases, records, or documentation provided by BP to the CLAIMS ADMINISTRATOR, pursuant to Section XXI.D.1 of the MEDICAL SETTLEMENT AGREEMENT) (Appendix C)**, and any data, documentation, or records you choose to submit in support of your claim to the **CLAIMS ADMINISTRATOR** at the address at the end of this form.

Print or type all responses. Attach additional copies of sections if needed. In completing this form, you are under oath and must provide information that is true and correct to the best of your knowledge. If you cannot recall all of the details requested, please provide as much information as you can. If you are represented by counsel, you may and should consult with your attorney if you have any questions regarding the completion of this form. You must provide the documents and other evidence that are required in the **MEDICAL SETTLEMENT AGREEMENT** to prove your claim.

The capitalized terms in this form are defined in the **MEDICAL SETTLEMENT AGREEMENT**, which is available at [www.\[\].com](http://www.[].com) or by calling toll free x-xxx-xxx-xxxx.

You should submit all your materials together. You should retain a copy of everything submitted to the CLAIMS ADMINISTRATOR.

I. Personal & Background Information

First Name	M.I.	Last Name
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Any other names used in the last 10 years

Current or last known street address

City	State	Zip Code
------	-------	----------

Telephone Number (Daytime)	Telephone Number (Evening)
----------------------------	----------------------------

Cellular Number

E-mail address (if any)

Date of birth (mm/dd/yyyy)	Social security number
----------------------------	------------------------

Driver's license number / Other state ID	State	Gender
--	-------	--------

Male Female

How should the CLAIMS ADMINISTRATOR communicate with you in connection with your claim?

Mail E-mail Telephone

II. Representation by Legal Counsel

Are you represented by any lawyer in connection with this claim?

Yes No

If "yes", please provide your lawyer's name, law firm, and contact information (Please note that all communications about your claim for a SPECIFIED PHYSICAL CONDITION and/or qualification for the PERIODIC MEDICAL CONSULTATION PROGRAM will be made to your lawyer, but the CLAIMS ADMINISTRATOR may still communicate directly with you to schedule a medical consultation visit if you are determined to qualify for the PERIODIC MEDICAL CONSULTATION PROGRAM):

Lawyer's First Name	M.I.	Lawyer's Last Name
---------------------	------	--------------------

Law Firm's Name

section continues on next page

Law Firm's Street Address																								
City																				State			Zip Code	
Telephone Number										Fax Number														
Lawyer's E-mail Address																								

III. Basis for Participation in MEDICAL BENEFITS CLASS ACTION SETTLEMENT

A. Which of the following is the basis for your participation in this class settlement? Check every box that you think applies.

- I was a CLEAN-UP WORKER at any time between April 20, 2010, and April 16, 2012.
- I resided in ZONE A for some time on each of at least 60 days between April 20, 2010, and September 30, 2010, and developed one or more SPECIFIED PHYSICAL CONDITIONS within the timeframes set forth on the SPECIFIED PHYSICAL CONDITIONS MATRIX.
- I resided in ZONE B for some time on each of at least 60 days between April 20, 2010, and December 31, 2010.

B. Do any of the following apply to you? If you check any of the following boxes, you are **not** eligible to participate in this settlement.

- I elected to be excluded (OPT OUT) from the MEDICAL BENEFITS SETTLEMENT CLASS.
Date you submitted your written request to OPT OUT: / /

- I was employed by a BP ENTITY between April 20, 2010, and April 16, 2012:
Name of BP ENTITY who employed you:

Position:

- I was a sitting judge on the United States District Court for the Eastern District of Louisiana or a law clerk of the COURT between April 20, 2010, and April 16, 2012.

- I have previously released claims against BP relating to any illnesses or injuries allegedly suffered as a result of exposure to oil, other hydrocarbons, or other substance released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES (this includes a final release to the Gulf Coast Claims Facility in exchange for payment for such illnesses or injuries).

City	State	Zip Code

Date(s) Resided at Location (mm/dd/yyyy)

/	/	to	/	/	/
---	---	----	---	---	---

C. Have you worked in any of the following capacities for a cumulative duration of at least five years prior to April 20, 2010?

- Cleaning or reconditioning of the tanks or holds of barges, tankers or lighters, tanker trucks, tanker rail cars, or any other tank (stationary or mobile) used to hold hydrocarbons or petrochemicals.
- Storage, handling, or cleaning of naturally occurring radioactive materials (“NORMs”), including radionuclides.
- Storage, transportation, distribution, or dispensing of gasoline, diesel, jet fuel, kerosene, motor fuels, or other hydrocarbon-based fuels at any bulk storage facility (not including gas stations or gas station convenience stores), bulk plant, or bulk terminal facility that stores hydrocarbons or petrochemicals.
- Loading or unloading bulk crude oil or petroleum hydrocarbons onto or from trucks, ships, barges, or other vessels.
- Tar distillation.

Yes No

If you checked “yes”, and you are not a CLEAN-UP WORKER, you are not eligible to participate in this settlement.

D. Proof of Residence in ZONE A and/or ZONE B

Any claim submitted without sufficient proof of residence will be denied.

1. If you claim residence in ZONE A or ZONE B you must provide documentary proof of your residency, including of the location and duration of your residence, between April 20, 2010, and September 30, 2010, for ZONE A, or April 20, 2010, and December 31, 2010, for ZONE B. To establish the fact of your residency, you must provide one or more of the following listed below. To establish the duration of your residence, you should provide one or more of the following listed below, but if no documentary proof of the duration of residency is available, you may provide a declaration signed under penalty of perjury to demonstrate the duration of your residency. Please check one or more of the following that you are submitting:

- a copy of a lease or title to property
- utility or phone bills
- 1099 forms
- a driver’s license or other government-issued ID
- similar documentation
- Declaration (which may only be sufficient to establish your duration of residency)

2. A person who is (1) a minor, or (2) lacking capacity or incompetent, and claiming residency in ZONE A and/or ZONE B may also establish the fact, location, and duration of his or her residency

through (1) school records, custody orders, medical records, and/or similar evidence; or (2) if such documentation does not exist, a written declaration of his or her AUTHORIZED REPRESENTATIVE signed under penalty of perjury and corroborated by contemporaneous documentary proof. Are you submitting either records or a declaration as described in this paragraph?

Yes No

VI. Benefits Claimed

A. Are you making a claim for compensation for a SPECIFIED PHYSICAL CONDITION? If your answer to VI.A. is "yes", please complete the rest of this form.

Yes No

B. If your answer to VI.A. is "no", are you a CLEAN-UP WORKER and/or ZONE B RESIDENT who is requesting to qualify in the PERIODIC MEDICAL CONSULTATION PROGRAM?

Yes No

If yes, you can skip Sections VII - IX of this form.

VII. SPECIFIED PHYSICAL CONDITIONS

If you are applying for compensation for a SPECIFIED PHYSICAL CONDITION, you must provide a declaration under penalty of perjury setting forth the information described in the SPECIFIED PHYSICAL CONDITIONS MATRIX, attached as Exhibit 10 to the MEDICAL SETTLEMENT AGREEMENT.

In your declaration, you must:

- **For Levels A1, A2, A3, and B1: (1) Assert the manifestation of one or more conditions (or the symptom or symptoms thereof) on Table 1, (2) assert that such condition(s) (or the symptom or symptoms thereof) occurred within the applicable timeframe specified in Table 1, and (3) identify the route, circumstances, and date(s) or approximate date(s) of alleged exposure; or**
- **For Level A4: (1) assert the manifestation of sunstroke (heat stroke), loss of consciousness (fainting) due to heat, heat fatigue (exhaustion) and/or disorders of sweat glands, including heat rash, (2) assert that such condition(s) occurred during or immediately following a shift working as a clean-up worker, and (3) identify the circumstances and date(s) or approximate date(s) of that shift.**

You should provide sufficient information:

- **If your condition developed during or immediately after your shift as a CLEAN-UP WORKER, you should provide the date(s) of your shift, location, and the type of activities you were performing.**

Depending on the SPECIFIED PHYSICAL CONDITION(S) for which you seek compensation, and your status as a CLEAN-UP WORKER, or ZONE A RESIDENT or ZONE B RESIDENT, you also may be required to provide additional documentation, as described in the SPECIFIED PHYSICAL CONDITIONS MATRIX. Failure to provide the materials described could affect your eligibility for compensation or the amount of your payment.

Please check below the level of compensation you are seeking:

A1 A2 A3 A4 B1

Please identify which of the following you are submitting with this form as proof of SPECIFIED PHYSICAL CONDITION(S) (check all that apply):

- Declaration from you signed under penalty of perjury (Levels A1, A2, A3, A4, and B1)
- Declaration from third party witness signed under penalty of perjury (Level A1; ZONE A RESIDENT or ZONE B RESIDENT)
- Extrinsic evidence showing the manifestation of the condition or symptoms, the route or location of exposure, and/or treatment of the condition or symptoms (Level A1; ZONE A RESIDENT or ZONE B RESIDENT)
- Medical records (Levels A2 and B1)
If you are seeking compensation under Levels A2 or B1, you may direct the CLAIMS ADMINISTRATOR to obtain the required medical records relating to you. The actual cost of obtaining your medical records will be deducted from the amount of compensation for which you are determined to qualify, if any. These costs may be waived if you are not represented by counsel and if you provide proof of evidence of financial hardship to the satisfaction of the CLAIMS ADMINISTRATOR.
- [Levels A2 or B1 only] I direct the CLAIMS ADMINISTRATOR to obtain my medical records from the medical providers identified in Section VIII.A.4 below. I understand that the cost of obtaining these records will be deducted from the amount of compensation, if any, to which I may be determined to qualify.
 - I am not represented by counsel and request a waiver of these costs because of a financial hardship. Please explain:

If you are seeking compensation at Levels A2, A3, A4, or B1 on the SPECIFIED PHYSICAL CONDITIONS MATRIX, the CLAIMS ADMINISTRATOR will determine, based on the totality of the evidence in the medical records (and/or for Groups A3 and A4, the databases, records, and documentation containing your information that BP provided to the CLAIMS ADMINISTRATOR pursuant to Section XXI.B of the MEDICAL SETTLEMENT AGREEMENT, to be evaluated consistent with Table 2 of the SPECIFIED PHYSICAL CONDITIONS MATRIX), whether that evidence more likely than not supports the assertions made in your declaration.

VIII. Information regarding each SPECIFIED PHYSICAL CONDITION

A. Provide the following information about each SPECIFIED PHYSICAL CONDITION which is a basis of your claim for compensation. If you are providing information regarding more than one SPECIFIED PHYSICAL CONDITION, please print and complete a copy of this Section for each SPECIFIED PHYSICAL CONDITION. Note, however, that you are eligible to receive only one lump sum compensation payment, regardless of the number of SPECIFIED PHYSICAL CONDITIONS you submit.

1. Name / description of SPECIFIED PHYSICAL CONDITION and symptoms thereof:

2. Please describe the current status of your condition (check one):

My condition was resolved or no longer experienced on or about: / /

My condition is on-going.

3. Date(s) or approximate date(s) on which the condition first appeared:

/ /

How soon after your exposure to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the *Deepwater Horizon* and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES did your condition or injury first appear (check one):

Immediately
 Within 24 hours
 Within 72 hours
 Sometime after 72 hours

4. Did you visit a medical professional for diagnosis and/or treatment of this SPECIFIED PHYSICAL CONDITION?

Yes No

If yes, please provide the following:

A. Contact information of the medical professional(s) who diagnosed / treated your condition:

First Name M.I. Last Name

Address

City State Zip Code

Telephone Number (Office) - - Fax Number (Office) - -

3. Are you now, or have you been enrolled at any time since April 20, 2010, in a separate Medicare Plan D (prescription drug benefits) Plan which has made any payment(s) on your behalf and whom you believe or suspect may hold or assert any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type in connection with compensation or benefits claimed or received by you pursuant to the MEDICAL SETTLEMENT AGREEMENT?

Yes No

If "yes", what is the name and your member number of each such Medicare Part D Plan? _____

B. Medicaid

1. Are you currently enrolled in a state Medicaid program?

Yes No

If yes, please provide your Medicaid ID Number:

State of Issuance:

Date of Enrollment:

____ / ____ / _____

2. Have you been enrolled in any other state Medicaid Program at any time since April 20, 2010?

Yes No

If yes, please provide your Medicaid ID Number:

State of Issuance:

Date of Enrollment:

____ / ____ / _____

C. Veterans Administration Benefits, TRICARE benefits, or Indian Health Services

1. Please check all of the following for which you have been entitled at any time since April 20, 2010, to receive:

Veterans Administration health care or prescription drug benefits

TRICARE healthcare or prescription drug benefits

Indian Health Services health care or prescription drug benefits

2. If you checked any of the above, for each one you checked, please state:

A. Applicable Program

Claim Number

Name of Entity: _____
Policy Number: _____
Medical Condition Covered by Entity: _____

E. Workers' Compensation

1. Have you made a claim for workers' compensation benefits for any conditions related to your claims or symptoms at any time after April 20, 2010?

Yes No

2. If "yes", did you receive workers' compensation benefits?

Yes No

Identify the injury you suffered: _____

Identify the following:

Name of employer or state workers' compensation fund that provided your workers' compensation benefits?

Employer's State: _____

Workers' Comp Board Number: _____

Workers' Comp Carrier Name: _____

Workers' Comp Carrier ID: _____

F. Lien and Subrogation Information

1. Has anyone (such as an attorney, health care provider, insurance company, or government entity) sent you a letter or form asserting or notifying you of their right to be entitled to the compensation you may receive as a result of or in connection with your claim for compensation?

Yes No

If "yes", please provide a copy of every such letter or form to the CLAIMS ADMINISTRATOR. If you do not have a copy of such letter or form, please describe in detail who sent you the form or letter and the contents of such letter or form:

2. Has anyone (such as an attorney, health care provider, insurance company, or government entity) sent you anything in writing or told you that they are entitled to a share of the compensation you receive as a result of this settlement? Please provide a copy of all such correspondence to the CLAIMS ADMINISTRATOR.

Yes No

If "yes", please describe:

3. List any other known and/or suspected subrogation, indemnity, lien, claim, conditional payment reimbursement right or other actual or potential interest of any type that has been (or may be) asserted by any state, government body, employer, attorney, insurer, provider and/or any other person or entity that may be related to the claim that you are submitting for settlement. Please provide a copy of all such correspondence to the CLAIMS ADMINISTRATOR.

G. Bankruptcy Information

1. Have you filed for bankruptcy protection at any time since April 20, 2010?

Yes No

If "yes", please complete the following (for each bankruptcy filed):

Court (in which you filed for bankruptcy): _____

Case No: _____

Date bankruptcy was filed: _____

If closed, date bankruptcy was closed: _____

X. Release, Indemnifications, and Settlement Conditions

A. In consideration of the benefits described and the agreement and covenants contained in the MEDICAL SETTLEMENT AGREEMENT, I, the undersigned MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, promise, covenant, and agree that, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, I, including my predecessors, successors, assigns, representatives, attorneys, agents, trustees, insurers, heirs, beneficiaries, executors, administrators, and any natural, legal or juridical person or entity to the extent he, she, or it is entitled to assert any claim on my behalf, shall release and forever discharge the RELEASED PARTIES from any liability for all claims of any nature whatsoever in law or in equity, past and present, and whether known or unknown, suspected or claimed, relating to or arising under any federal, state, local, or international statute, regulation, or law (including admiralty claims, claims under maritime law, codal law, adjudication, quasi-adjudication, tort claims, contract claims, actions, causes of action, declaratory judgment actions, cross-claims, counterclaims, third-party claims, demands, and claims for damages, compensatory damages, liquidated damages, punitive damages, exemplary damages, multiple damages, and other non-compensatory damages or penalties of any kind, fines, equitable relief, injunctive relief, conditional or other payments or interest of any type, debts, liens, costs, expenses and/or attorneys fees, interest, or liabilities) that have been or could have been brought in connection with:

1. Personal injury or bodily injury (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), and any progression and/or exacerbation of personal injury or bodily injury that first manifested by April 16, 2012, where such injury, progression, and/or exacerbation in whole or in part arose from, was due to, resulted from, or was related to, directly or indirectly, the DEEPWATER HORIZON INCIDENT, or wrongful death and/or survival actions as a result of such injury, progression and/or exacerbation; and/or
2. Loss of support, services, consortium, companionship, society, or affection, or damage to familial relations arising out of any personal injury or bodily injury (including disease, mental

or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life) to another person, and any progression and/or exacerbation of personal injury or bodily injury to another person, that first manifested by April 16, 2012, where such injury, progression, and/or exacerbation in whole or in part arose from, was due to, resulted from, or was related to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT, or wrongful death and/or survival actions as a result of such personal or bodily injury; and/or

3. Increased risk, possibility, or fear of suffering in the future from any disease, injury, illness, emotional or mental harm, condition, or death, in whole or in part arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT unless arising out of and pertaining to a LATER-MANIFESTED PHYSICAL CONDITION; and/or
4. Medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed conditions that may in whole or in part arise out of, result from, or relate to, directly or indirectly, the *DEEPWATER HORIZON* INCIDENT regardless of whether I timely make any claim for benefits under the MEDICAL SETTLEMENT AGREEMENT.

B. In further consideration of the benefits described and the agreements and covenants contained in the MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, any and all of my claims relating to, arising from, or as a result of a LATER-MANIFESTED PHYSICAL CONDITION are released and forever discharged as to the RELEASED PARTIES with respect to that particular LATER-MANIFESTED PHYSICAL CONDITION if, but only if, one or both of the following conditions occur:

1. I fail properly to submit a NOTICE OF INTENT TO SUE for that particular LATER-MANIFESTED PHYSICAL CONDITION within 4 years of the first diagnosis of that LATER-MANIFESTED PHYSICAL CONDITION or of the EFFECTIVE DATE, whichever is later; or
2. I fail timely and properly to file a BACK-END LITIGATION OPTION LAWSUIT for that particular LATER-MANIFESTED PHYSICAL CONDITION for which I am eligible to file such lawsuit; as provided in Section VIII.G.1.b of the MEDICAL SETTLEMENT AGREEMENT.

C. In further consideration of the benefits described and the agreements and covenants contained in the MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, any and all claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created in the future by statute, regulation, judicial decision, or in any other manner, for punitive damages, exemplary damages, multiple damages, and other non-compensatory damages or penalties of any kind, that relate to, arise from, or are a result of any LATER-MANIFESTED PHYSICAL CONDITION are released and forever discharged by me as to the RELEASED PARTIES.

D. In further consideration of the benefits described and the agreements and covenants contained in the MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, I shall release and forever discharge, hold harmless, and covenant not to sue the RELEASED PARTIES from any and all claims, including UNKNOWN CLAIMS, arising from, relating to, or resulting from the reporting, transmittal of information, or communications between or among BP, the CLAIMS ADMINISTRATOR, any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, and/or any OTHER PAYER/PROVIDER regarding any claim of mine for benefits under the MEDICAL SETTLEMENT AGREEMENT, including any consequences in the event that the MEDICAL SETTLEMENT AGREEMENT impacts, limits, or precludes my right to benefits under Social Security or from any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM, or OTHER PAYER/PROVIDER.

E. In further consideration of the benefits described and the agreements and covenants contained in the MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, I shall release and forever discharge, hold harmless, and covenant not to sue the RELEASED PARTIES from any and all claims, including UNKNOWN CLAIMS pursuant to the MSP

LAWS, or other similar causes of action, arising from, relating to, or resulting from the failure or alleged failure of any of the RELEASED PARTIES to provide for a primary payment or appropriate reimbursement to a GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM, and/or OTHER PAYER/PROVIDER in connection with claims for medical items, services, and/or prescription drugs provided in connection with compensation or benefits I claim or receive pursuant to the MEDICAL SETTLEMENT AGREEMENT.

- F. In further consideration of the benefits described and the agreements and covenants contained in the MEDICAL SETTLEMENT AGREEMENT, upon the EFFECTIVE DATE and by operation of the FINAL ORDER AND JUDGMENT, I shall release and forever discharge, hold harmless, and covenant not to sue the RELEASED PARTIES, MEDICAL BENEFITS CLASS COUNSEL, MEDICAL BENEFITS CLASS REPRESENTATIVES, and the CLAIMS ADMINISTRATOR, and their respective officers, directors, and employees from any and all claims, including UNKNOWN CLAIMS, arising from, relating to, or resulting from my participation, if any, in the PERIODIC MEDICAL CONSULTATION PROGRAM, including, but not limited to, claims for negligence, medical malpractice, wrongful or delayed diagnosis, personal injury, bodily injury (including disease, trauma, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), or death arising from, relating to, or resulting from such participation.
- G. The claims described in Paragraphs A-F above are collectively referred to as RELEASED CLAIMS. Notwithstanding the above, RELEASED CLAIMS do not include (1) any claims arising from any alleged exposure, *in utero*, I had or may have had to dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES; (2) any claims for non-exposure-based physical or bodily trauma injury that arose from, was due to, resulted from or was related to, directly or indirectly, the DEEPWATER HORIZON INCIDENT, or wrongful death and/or survival actions as a result of such non-exposure-based physical or bodily trauma injury (except that any heat injury shall be a RELEASED CLAIM); (3) any of the claims for economic and property damages asserted by or on behalf of the members of the Economic and Property Damages Class, as defined and described in the Economic and Property Damages Settlement Agreement and the Class Action Complaint styled *Bon Secour Fisheries, Inc., et al. v. BP Exploration & Production, Inc., et al.*, filed in the Eastern District of Louisiana on April 16, 2012, or (4) any other claims for economic loss or property damage due to, resulting from, or relating in any way to, directly or indirectly, the DEEPWATER HORIZON INCIDENT, excluding DAMAGES other than those (i) arising out of and pertaining to a LATER-MANIFESTED PHYSICAL CONDITION or (ii) arising out of a non-exposure-based physical or bodily trauma injury that arose from, was due to, resulted from or was related to, directly or indirectly, the DEEPWATER HORIZON INCIDENT, or wrongful death and/or survival actions as a result of such physical or bodily trauma injury (except that any heat injury shall be a RELEASED CLAIM). My claims for punitive or exemplary damages against HALLIBURTON and TRANSOCEAN are reserved.
- H. With respect to any claim of mine for (1) a personal injury or bodily injury due to, resulting from, or relating in any way to, directly or indirectly, the DEEPWATER HORIZON INCIDENT or wrongful death and/or survival as a result of such personal injury or bodily injury that is not a RELEASED CLAIM, (2) economic loss due to, resulting from, or relating in any way to, directly or indirectly, the DEEPWATER HORIZON INCIDENT, or (3) property damage due to, resulting from, or relating in any way to, directly or indirectly, the DEEPWATER HORIZON INCIDENT that is not a RELEASED CLAIM, BP waives any defense based upon the argument it otherwise might make or raise that such claim is or was improperly split from a RELEASED CLAIM.
- I. From and after the EFFECTIVE DATE, for the consideration provided for herein and by operation of the FINAL ORDER AND JUDGMENT, I covenant, promise, and agree that I shall not, at any time, institute, cause to be instituted, assist in instituting, or permit to be instituted on my behalf, or on behalf of any other individual or entity, any proceeding (1) alleging or asserting any of my RELEASED CLAIMS against the RELEASED PARTIES in any federal court, any state court, or arbitration, regulatory agency, or any other tribunal or forum, or (2) challenging the validity of the RELEASE.
- J. I may hereafter discover facts other than or different from those which I now know or believe to be

true with respect to the actions or matters covered by the RELEASE. I explicitly have taken UNKNOWN CLAIMS into account. Upon the EFFECTIVE DATE, and subject to and without prejudice to the provisions of Section VIII of the MEDICAL SETTLEMENT AGREEMENT, I, without any further action by me or on my behalf, waive and release any and all rights that I may have under any law, statute, regulation, administrative adjudication, decision, judgments, or common law principle that would otherwise limit my RELEASED CLAIMS to those claims or matters actually known or suspected to exist at the time of execution of this RELEASE or the MEDICAL SETTLEMENT AGREEMENT. California law is not applicable to the MEDICAL SETTLEMENT AGREEMENT, but purely for illustrative purposes, the RELEASED CLAIMS include, but are not limited to, the provisions of 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.

- K. Except as provided in Section XXIX.L of the MEDICAL SETTLEMENT AGREEMENT, this RELEASE is not intended to prevent BP from exercising its rights of contribution, subrogation, or indemnity under any law. BP is hereby subrogated to any and all such rights that I may have had or have arising from the *DEEPWATER HORIZON* INCIDENT and which are RELEASED CLAIMS under this MEDICAL SETTLEMENT AGREEMENT.
- L. Nothing in this RELEASE shall preclude any action to enforce the terms of the MEDICAL SETTLEMENT AGREEMENT, provided that such action shall be brought in the COURT.
- M. My RELEASED CLAIMS as against BP are assigned to BP for the purpose of legally extinguishing any further liability of BP to me for any RELEASED CLAIMS.
- N. I represent and warrant that no promise or inducement has been offered or made for the RELEASE contained herein except as set forth in the MEDICAL SETTLEMENT AGREEMENT and that the RELEASE is executed without reliance on any statements or any representations not contained in the MEDICAL SETTLEMENT AGREEMENT.
- O. I agree and acknowledge that the SETTLEMENT BENEFITS, in addition to constituting consideration from the RELEASED PARTIES, also constitute full, complete, and total satisfaction of all of my COMPENSATORY DAMAGES against the TRANSOCEAN PARTIES and the HALLIBURTON PARTIES.
- P. I promise, agree, acknowledge, represent, warrant, and covenant as follows:
 - 1. I shall not assign, nor shall I attempt to assign, 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 attempt to assign, 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.
 - 2. I shall not accept or attempt to recover, through insurance, reinsurance, indemnification, contribution, subrogation, litigation, settlement, or otherwise, any COMPENSATORY DAMAGES from the TRANSOCEAN PARTIES or the HALLIBURTON PARTIES. Nothing in Paragraphs O-P shall impair or impact rights to pursue TRANSOCEAN or HALLIBURTON for exemplary and punitive damages reserved by Section XVI.G of the MEDICAL SETTLEMENT AGREEMENT and claimed individually or as a member of the MEDICAL BENEFITS SETTLEMENT CLASS.
 - 3. In the event that the MEDICAL BENEFITS SETTLEMENT CLASS, any of the MEDICAL BENEFITS CLASS REPRESENTATIVES, or I is/am or become(s) 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, I 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. Nothing in Paragraphs O-P shall impair or impact my rights to pursue TRANSOCEAN and HALLIBURTON for exemplary and punitive damages reserved by the MEDICAL BENEFITS SETTLEMENT CLASS MEMBERS in Section XVI.G of the MEDICAL SETTLEMENT AGREEMENT and claimed either individually or as a member of the MEDICAL BENEFITS SETTLEMENT CLASS.

4. In the event that the MEDICAL BENEFITS SETTLEMENT CLASS, any of the MEDICAL BENEFITS CLASS REPRESENTATIVES, or I is/am or become(s) 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, I shall not accept, execute on, attempt to collect, or otherwise seek recovery of any DAMAGES to the extent that any OTHER PARTY is seeking 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. I 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 P, "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.
5. I 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) 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, I 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. I 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 Section XVII of the MEDICAL SETTLEMENT AGREEMENT, which approval shall not be unreasonably withheld.
6. Notwithstanding any provision in the MEDICAL SETTLEMENT AGREEMENT to the contrary, except as provided for in Section XXIX.L of the MEDICAL SETTLEMENT AGREEMENT, if any OTHER PARTY recovers or seeks to recover from any RELEASED PARTY (under any theory of recovery, including indemnity, contribution, or subrogation) any DAMAGES either (a) paid to me for which a release was given to BP ENTITIES through the MEDICAL BENEFITS CLASS ACTION SETTLEMENT or (b) by, through, under, or on my account for which a release was given to BP ENTITIES through the MEDICAL BENEFITS CLASS ACTION SETTLEMENT; then I shall indemnify (but not defend) the RELEASED PARTIES, but only to the extent of the value of SETTLEMENT BENEFITS received by me (by way of example, if I have received SETTLEMENT BENEFITS with a value of \$100.00, my indemnity obligation would be capped at

this amount). This indemnity obligation owed by me includes any and all claims made or other actions taken by me in breach of Paragraphs P.1-P.5 above.

7. I expressly acknowledge that, to the fullest extent allowed by law, the indemnity obligations contained in Paragraph P.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. **I acknowledge that this indemnity is for conduct occurring before the date of the MEDICAL SETTLEMENT AGREEMENT and therefore is not affected by public policies or other law prohibiting agreements to indemnify in advance of certain conduct.**

8. Should the MEDICAL BENEFITS SETTLEMENT CLASS, MEDICAL BENEFITS CLASS REPRESENTATIVES, or I 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 provide SETTLEMENT BENEFITS.

Q. I, on my own behalf, and on behalf of my estate, predecessors, successors, assigns, representatives, heirs, beneficiaries, executors, and administrators, in return for the benefits and consideration provided in the MEDICAL SETTLEMENT AGREEMENT, shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities in whatsoever nature, including the costs of defense and attorneys' fees of, the RELEASED PARTIES against any and all claims, including UNKNOWN CLAIMS, asserted and recovered by OTHER PARTIES arising from, relating to, or resulting from:

1. Any undisclosed lien, claim, or right of subrogation, indemnity, reimbursement, conditional, or other payment or interest of any type asserted by any attorney, the Social Security Administration, the Internal Revenue Service, any GOVERNMENTAL PAYER, any MEDICARE PART C OR PART D PROGRAM sponsor, any OTHER PAYER/PROVIDER, or any other person or entity arising from, relating to, or resulting from compensation or benefits I receive pursuant to the MEDICAL SETTLEMENT AGREEMENT, provided that the amount of indemnification in this paragraph Q.1 shall not exceed the total amount of compensation awarded for my claim; and/or

2. My failure timely and accurately to report or provide information that is necessary for compliance with the MSP LAWS or for the CLAIMS ADMINISTRATOR to identify and/or satisfy all GOVERNMENTAL PAYERS, MEDICARE PART C OR PART D PROGRAM sponsors, or OTHER PAYERS/PROVIDERS who may hold or assert a reimbursement right.

R. Notwithstanding anything herein to the contrary, this form and the MEDICAL SETTLEMENT AGREEMENT are not intended to and do not release any GOVERNMENTAL PAYER, MEDICARE PART C OR PART D PROGRAM sponsor, or OTHER PAYER/PROVIDER from its or their obligation to provide any health insurance coverage, major medical insurance coverage, or disability insurance coverage to me, or from any claims, demands, rights, or causes of action of any kind that I have or hereafter may have with respect to such individuals or entities.

S. I acknowledge that I have had an opportunity to consult with attorneys of my choosing concerning the terms and conditions of the MEDICAL SETTLEMENT AGREEMENT before signing and submitting this PROOF OF CLAIM FORM.

T. By signing below, I acknowledge that this form is an official COURT document sanctioned by the COURT that presides over the MEDICAL BENEFITS CLASS ACTION SETTLEMENT, and that submitting it to the CLAIMS ADMINISTRATOR is equivalent to filing it with the COURT. I agree to cooperate with the CLAIMS ADMINISTRATOR and to provide any necessary medical record authorization, authorizations for the CLAIMS ADMINISTRATOR and BP to comply with the Medicare Secondary Payer Act and other similar reporting requirements, and that are needed to substantiate or audit my claim. By signing below, I declare under penalty of perjury that the information provided in this form and the

documents provided herewith are true and correct to the best of my knowledge, information, and belief. By signing below, I also understand that if the CLAIMS ADMINISTRATOR at any time has reason to believe that I have made an intentional misrepresentation, omission, and/or concealment of a material fact in this form or have provided fraudulent documentary proof in support of my claim, the CLAIMS ADMINISTRATOR will discontinue processing the claim and report the alleged intentional misrepresentation, omission, and/or concealment of a material fact and/or alleged fraudulent proof to the COURT, the United States Attorney's Office, the MEDICAL BENEFITS CLASS COUNSEL and BP'S COUNSEL, and that I may be subject to contempt of court or other lawful penalties. I also understand that there may be financial consequences to me as well if I fail to provide accurate answers to the PROOF OF CLAIM form where such information is necessary for compliance with the MSP LAWS or for the CLAIMS ADMINISTRATOR to identify potential lien holders.

- U. If I am represented by individual counsel in connection with this PROOF OF CLAIM FORM, I hereby authorize payment of compensation directly to my individual counsel.

If you are an AUTHORIZED REPRESENTATIVE, the terms above apply to you in your representative capacity and the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER whom you represent.

SAMPLE

I understand that I will not be eligible to receive any compensation or benefits under this MEDICAL BENEFITS CLASS ACTION SETTLEMENT until the EFFECTIVE DATE and that the RELEASE in this Section X does not become effective until the EFFECTIVE DATE.

Name of MEDICAL BENEFITS SETTLEMENT CLASS MEMBER (print)	Signature	Date
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OR

Name and title of AUTHORIZED REPRESENTATIVE authorized to act on behalf of MEDICAL BENEFITS SETTLEMENT CLASS MEMBER as:	Signature	Date
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Relationship to **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER**

Name of Counsel, if retained	Signature	Date
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If you change your address, you must promptly notify the CLAIMS ADMINISTRATOR in writing of your new address. For information regarding your claim, please call toll-free x-xxx-xxx-xxxx, or access the CLAIMS ADMINISTRATOR’S website at www.[]com.

You must submit this form in its entirety and return it signed along with the HIPAA authorization at Appendix B, the employment authorization at Appendix C (if you are a CLEAN-UP WORKER who is not in any database or documentation provided by BP to the CLAIMS ADMINISTRATOR), and any records or other materials in support of your claim to:

DEEPWATER HORIZON MEDICAL BENEFITS CLAIMS ADMINISTRATOR
[Insert Claims Administrator mailing address]

PROOF OF CLAIM FORM - Appendix B
HIPAA Authorization for Disclosure of Medical Records and Disclosure of
Protected Health Information Pursuant to 45 C.F.R. § 164-508

When submitting a **PROOF OF CLAIM FORM**, you must also complete and submit this authorization. Submitting this form authorizes the **CLAIMS ADMINISTRATOR**, subject to the terms of the **MEDICAL SETTLEMENT AGREEMENT**, to collect medical records from a **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S** healthcare providers. The information obtained from your healthcare providers pursuant to this authorization will be used by the **CLAIMS ADMINISTRATOR** for performing its duties pursuant to the **MEDICAL SETTLEMENT AGREEMENT**, including where applicable, determining whether you qualify for compensation for a **SPECIFIED PHYSICAL CONDITION** and/or qualify to participate in the **PERIODIC MEDICAL CONSULTATION PROGRAM**, fulfilling Medicare Secondary Payer Act and other reporting requirements, and identifying and resolving applicable liens.

Please fill out the fields and sign the document below. If you are an **AUTHORIZED REPRESENTATIVE** of a minor, incapacitated or incompetent person, or deceased person, please provide information for that person and sign below.

The capitalized terms in this form are defined in the **MEDICAL SETTLEMENT AGREEMENT**, which is available at [www.\[\].com](http://www.[].com) or by calling toll free x-xxx-xxx-xxxx.

You should retain a copy of anything submitted to CLAIMS ADMINISTRATOR.

HIPAA Authorization for Disclosure of Medical Records and Disclosure of Protected Health Information Pursuant to 45 C.F.R. § 164-508

NAME OF MEDICAL BENEFITS SETTLEMENT CLASS MEMBER

First Name	M.I.	Last Name
Date of Birth (mm/dd/yyyy)	Social Security Number	
/ /	- -	

I, the **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER** named above, hereby authorize my health care provider(s), health plan(s), and health insurer(s) to disclose my health records to the CLAIMS ADMINISTRATOR of the MEDICAL BENEFITS CLASS ACTION SETTLEMENT, [Insert Medical Claims Administrator name] [Insert Claims Administrator Mailing Address] (hereafter referred to as “**Recipient**”), for (1) the purpose of the evaluation and settlement of my claims; and (2) the purpose of verifying, resolving, and satisfying any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type I may owe for medical items, services, and/or prescription drugs I received relating to the SPECIFIED PHYSICAL CONDITION with which I have been diagnosed and/or relating to my qualification for benefits as a member of the MEDICAL BENEFITS SETTLEMENT CLASS in the MEDICAL BENEFITS CLASS ACTION SETTLEMENT.

I hereby grant any holder of any liens, claims, or rights of subrogation, indemnity, reimbursement, conditional or other payments, or interests of any type, or state or federal agency, and their contract representatives, permission to share with the **Recipient** all information related to any lien, claim, or right of subrogation, indemnity, reimbursement, conditional or other payment, or interest and confirming **health records** regarding any conditional or other payments made, or medical items, services, and/or prescription drugs provided, by the holder of such lien, claim, or right of subrogation, indemnity, reimbursement, conditional or other payment, or interest of any type relating to RELEASED CLAIMS within the meaning of the MEDICAL BENEFITS CLASS ACTION SETTLEMENT (collectively referred to as “**lien information**”).

As referred to above, my **health records** include any and all of the following:

Records of my medical condition(s), diagnoses, and treatment, including, but not limited to, physician’s records; surgeons’ records; discharge summaries;

progress notes; consultations; pharmaceutical records; medication sheets; patient information sheets; consents for treatment; medical reports; x-rays and x-ray reports; CT scans, MRI films, photographs, and any other radiological, nuclear medicine, or radiation therapy films; interpretations of diagnostic tests; pathology materials, slides, tissues, and laboratory results and/or reports; consultations; physical therapy records; drug and/or alcohol abuse records; HIV/AIDS diagnosis and/or treatment; physicals and histories; correspondence; psychiatric records; psychological records; psychometric test results; social worker's records; other information pertaining to the physical and mental condition; all hospital summaries and hospital records including, but not limited to, admitting records; admitting histories and physicals; case records, discharge summaries; physician's orders, progress notes, and nurses' notes; medical record summaries; emergency room records; all other hospital documents and memoranda pertaining to any and all hospitalizations and/or out-patient visits; and

Any and all insurance records; statements of account, bills or billing records, or invoices; any other papers concerning any treatment, examination, periods or stays of hospitalization, confinement, or diagnosis pertaining to my health.

I understand that the information in my **health records** may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.

I understand that I have the right to revoke this authorization at any time. I understand that if I wish to revoke the authorization, I must do so in writing and must provide my written revocation to any and all of my health care providers, health plans, or health insurers, state or federal agencies, and all other third party lien holders to which the revocation will apply. I understand that the revocation will not apply to any disclosures that have already been made in reliance on this authorization prior to the date upon which the disclosing health care provider, health plan, health insurer, or such other third party receives my written revocation.

I understand that my authorization of the disclosure of my **health records** and **lien information** is voluntary and that I therefore can refuse to sign this authorization. I also understand that I do not need to sign this authorization in

order to obtain health treatment or to receive or be eligible to receive benefits for coverage of health treatment.

I understand that, once disclosed to the **Recipient**, my **health records** and **lien information** may not be protected by federal privacy law and could be further disclosed to others without my authorization.

This authorization expires two years after the final determination by the **Recipient** regarding my eligibility for any benefits as a member of the Medical Benefits Settlement Class in the Medical Benefits Class Action Settlement in MDL 2179.

I have a right to receive and retain a copy of this authorization when signed below.

Name of **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER**
(print)

Signature

Date

OR

Name and title of AUTHORIZED REPRESENTATIVE authorized to act on behalf of **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER** as:

Signature

Date

Relationship to **MEDICAL BENEFITS SETTLEMENT CLASS MEMBER**

PROOF OF CLAIM FORM - Appendix C

**Authorization and Release of Employee/Personnel Records
(For CLEAN-UP WORKERS Without Sufficient Information In The Databases Or
Documentation Provided By BP To The CLAIMS ADMINISTRATOR)**

When submitting a PROOF OF CLAIM FORM, each CLEAN-UP WORKER who is not in one of the databases or documentation provided by BP to the CLAIMS ADMINISTRATOR pursuant to Section XXI.B of the MEDICAL SETTLEMENT AGREEMENT must also complete and submit this authorization. If you are unsure whether you are in such a database or documentation, you may contact the CLAIMS ADMINISTRATOR at x-xxx-xxx-xxxx or by visiting the website www.[].com. The CLAIMS ADMINISTRATOR will respond to you promptly in writing.

Submitting this form authorizes the CLAIMS ADMINISTRATOR, subject to the terms of the MEDICAL SETTLEMENT AGREEMENT, to collect employment and personnel records from your past and present employers. The information obtained pursuant to this authorization will be used by the CLAIMS ADMINISTRATOR for performing its duties pursuant to the MEDICAL SETTLEMENT AGREEMENT, including determining whether you qualify for compensation for a SPECIFIED PHYSICAL CONDITION and/or qualify for participation in the PERIODIC MEDICAL CONSULTATION PROGRAM, fulfilling Medicare Secondary Payer Act and other reporting requirements, and identifying and resolving applicable liens.

Please fill out the fields and sign the document below. If you are an AUTHORIZED REPRESENTATIVE of a minor, incapacitated or incompetent person, or deceased person, please provide information for that person and sign below.

The capitalized terms in this form are defined in the MEDICAL SETTLEMENT AGREEMENT, which is available at www.[].com or by calling toll free x-xxx-xxx-xxxx.

You should retain a copy of anything submitted to the CLAIMS ADMINISTRATOR.

SAMPLE

**Authorization and Release of Employee/Personnel Records
(For CLEAN-UP WORKERS Without Sufficient Information In The Databases Or
Documentation Provided By BP To The CLAIMS ADMINISTRATOR)**

EMPLOYER:

Name: _____

Address: _____

EMPLOYEE:

Name: _____

Date of Birth: _____

Social Security No: _____

Address: _____

I, the **EMPLOYEE** named above, do hereby **AUTHORIZE AND DIRECT** my past or current **EMPLOYER** identified above to disclose and release to the CLAIMS ADMINISTRATOR of the MEDICAL BENEFITS SETTLEMENT CLASS SETTLEMENT, **Deepwater Horizon Medical Benefits Claims Administrator**, [Insert Claims Administrator Mailing Address], and/or its duly authorized representative any and all records, files, documents and other information concerning my employment with the above-named **EMPLOYER**.

This authorization expires one year after the final determination by the CLAIMS ADMINISTRATOR regarding my eligibility for any benefits as a member of the MEDICAL BENEFITS SETTLEMENT CLASS in the MEDICAL BENEFITS CLASS ACTION SETTLEMENT in MDL 2179.

Dated this _____ day of _____ 201____.

Printed Employee Name

Employee Signature

To be filled out by an AUTHORIZED REPRESENTATIVE for an **Employee** who is a minor, incapacitated or incompetent person, or deceased person:

Name of AUTHORIZED REPRESENTATIVE authorized to act on **Employee's** behalf

Signature of AUTHORIZED REPRESENTATIVE authorized to act on **Employee's** behalf

Relationship to **Employee**

EXHIBIT 6

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.
Odyssey 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 7

A. Check all that apply for the person for whom you are an AUTHORIZED REPRESENTATIVE.

- Minor
- Person Lacking Capacity or Incompetent Person
- Deceased Person

If the person for whom you are an AUTHORIZED REPRESENTATIVE is a deceased person, please state the date of the death: ____ / ____ / ____

B. Provide the following information about yourself (the AUTHORIZED REPRESENTATIVE filling out this form):

First Name	M.I.	Last Name

Firm Name

Street Address

City	State	Zip Code

Telephone Number (Daytime)	-	-	

E-mail address

C. Identify the authority giving you, the AUTHORIZED REPRESENTATIVE, the right to act on behalf of the person identified in Section I above. You must also provide copies of documentation verifying your authority to act, such as a power of attorney or a court order stating your authority to act, or, if no such documents are available, documents establishing your legal relationship to the person identified in Section I above. AUTHORIZED REPRESENTATIVES of a deceased person must also provide a copy of the death certificate.

IV. Reason for Review

State the reason that you believe the CLAIMS ADMINISTRATOR made a clearly erroneous factual determination. Attach additional documents if necessary. Please do not resubmit any documents already

Section continues of next page

submitted to the CLAIMS ADMINISTRATOR; you may, however, direct the CLAIMS ADMINISTRATOR to records you have previously provided.

This form is an official court document sanctioned by the COURT that presides over the class actions arising from the DEEPWATER HORIZON INCIDENT. Submitting this document to the CLAIMS ADMINISTRATOR is equivalent to filing it with the COURT, and I declare under penalty of perjury that the information provided in this form is true and correct to the best of my knowledge, information, and belief.

Signature of MEDICAL BENEFITS SETTLEMENT CLASS MEMBER Date: ____ / ____ / ____

or

Signature of AUTHORIZED REPRESENTATIVE, if any Date: ____ / ____ / ____

You may complete this form online via the Medical Benefits Settlement Web Portal at www.[] .com, but you must print it out in its entirety and submit the signed form, and any additional records or materials in support of your request, to:

**DEEPWATER HORIZON MEDICAL BENEFITS
CLAIMS ADMINISTRATOR
[Insert Claims Administrator Mailing Address]**

EXHIBIT 8

SPECIFIED PHYSICAL CONDITIONS MATRIX

I. Compensation for ACUTE CONDITIONS

Proof		Lump Sum	Enhancer	ACTUAL HOSPITAL EXPENSES
A1	<p>Declaration under penalty of perjury (1) asserting the manifestation of one or more conditions (or the symptom(s) thereof) on Table 1, (2) asserting that such condition(s) (or the symptom(s) thereof) occurred within the applicable timeframe specified in Table 1, and (3) identifying the route, circumstances, and date(s) or approximate date(s) of alleged exposure;</p> <p><i>Plus, for ZONE A RESIDENTS or ZONE B RESIDENTS only, the following:</i></p> <p>(1) Declaration from a third-party (e.g., family member, employer, medical professional, co-worker) under penalty of perjury that corroborates the assertions made by the claimant in his/her declaration regarding manifestation of the condition(s) or symptom(s) and/or route of exposure; or</p> <p>(2) Extrinsic evidence showing the manifestation of the condition(s) or symptom(s), the route or location of exposure and/or treatment of the condition(s) or symptom(s).</p>	<p>CLEAN-UP WORKER -- \$1,300.00</p> <p>ZONE A RESIDENT and ZONE B RESIDENT -- \$900.00</p>	No	No
A2	<p>Declaration under penalty of perjury (1) asserting the manifestation of one or more conditions (or the symptom(s) thereof) on Table 1, (2) asserting that such condition(s) (or the symptom(s) thereof) occurred within the applicable timeframe specified in Table 1, and (3) identifying the route, circumstances, and date(s) or approximate date(s) of alleged exposure;</p> <p><i>Plus the following:</i></p> <p>Medical records establishing presentment to a medical professional with the condition(s) or symptom(s) claimed in the declaration, where such condition(s) or symptom(s) are persisting at the time of presentment. The CLAIMS ADMINISTRATOR shall determine, based on the totality of the evidence in the medical records, whether that evidence more likely than not supports the assertions made in the declaration.</p>	<p>CLEAN-UP WORKER -- \$7,750.00</p> <p>ZONE A RESIDENT and ZONE B RESIDENT -- \$5,450.00</p>	<p>Overnight hospitalization: Day 1 -- \$10,000.00 Days 2 - 6 -- \$8,000.00/day Day 7 onwards -- \$10,000.00/day</p> <p>Hospitalization must occur within one week of the first presentment of the condition(s) or symptom(s) to a medical professional and hospitalization is documented to be for treatment of the condition(s) or symptom(s) listed in Table 1.</p>	Yes

Proof	Lump Sum	Enhancer	ACTUAL HOSPITAL EXPENSES
<p><i>A-3 Applies to CLEAN-UP WORKERS Only.</i></p> <p>Declaration under penalty of perjury (1) asserting the manifestation of one or more conditions (or the symptom(s) thereof) on Table 1, (2) asserting that such condition(s) (or the symptom(s) thereof) occurred within the applicable timeframe specified in Table 1, and (3) identifying the route, circumstances, and date(s) or approximate date(s) of alleged exposure;</p> <p><i>Plus the following:</i></p> <p>For claimants with information contained in the Medical Encounters database: Claims will be evaluated to determine qualification for payment on Level A3 as set forth on Table 2. "Underlying data, documentation, and records," as used on Table 2, shall include: (i) supporting data, documentation, and records from the Medical Encounters database; (ii) supporting data, documentation, and records from other sources of information in the possession of BP that contain individual medical information regarding persons performing RESPONSE ACTIVITIES; and (iii) any other data, documentation, or records (either in the possession of BP or provided by the claimant) reflecting such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S transport to a medical facility during or immediately after the performance of RESPONSE ACTIVITIES. Where the underlying data, documentation, and records are to be reviewed pursuant to Table 2, the CLAIMS ADMINISTRATOR shall determine, based on the totality of the evidence in such data, documentation, and records, whether that evidence more likely than not supports the assertions made in the declaration; or</p> <p>For claimants without information contained in the Medical Encounters database but with information contained in another source of information in the possession of BP containing individual medical information regarding persons performing RESPONSE ACTIVITIES and/or who are identified in any other data, documentation, or records (either in the possession of BP or provided by the claimant) reflecting that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S transport to a medical facility immediately after the performance of RESPONSE ACTIVITIES: The CLAIMS ADMINISTRATOR shall review and determine, based on the totality of the evidence in such data, documentation, and records, whether that evidence more likely than not supports the assertions made in the declaration.</p>	<p>\$12,350.00</p>	<p>Overnight hospitalization: Day 1 -- \$10,000.00 Days 2 - 6 -- \$8,000.00/day Day 7 onwards -- \$10,000.00/day</p> <p>Hospitalization must occur within one week of the first presentment of the condition(s) or symptom(s) to a medical professional and hospitalization is documented to be for treatment of the condition(s) or symptom(s) listed in Table 1.</p>	<p>Yes</p>

Proof	Lump Sum	Enhancer	ACTUAL HOSPITAL EXPENSES
<p>A-4 Applies to CLEAN-UP WORKERS Only.</p> <p>Declaration under penalty of perjury (1) asserting the manifestation of sunstroke (heat stroke), loss of consciousness (fainting) due to heat, heat fatigue (exhaustion) and/or disorders of sweat glands, including heat rash, (2) asserting that such condition(s) occurred during or immediately following a shift working as a clean-up worker, and (3) identifying the circumstances and date(s) or approximate date(s) of that shift;</p> <p><i>Plus the following:</i></p> <p>For claimants with information contained in the Medical Encounters database: Claims will be evaluated to determine qualification for payment on Level A4 as set forth on Table 2. "Underlying data, documentation, and records," as used on Table 2, shall include: (i) supporting data, documentation, and records from the Medical Encounters database; (ii) supporting data, documentation, and records from other sources of information in the possession of BP that contain individual medical information regarding persons performing RESPONSE ACTIVITIES; and (iii) any other data, documentation or records (either in the possession of BP or provided by the claimant) reflecting such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S transport to a medical facility during or immediately after the performance of RESPONSE ACTIVITIES. Where the underlying data, documentation, and records are to be reviewed pursuant to Table 2, the CLAIMS ADMINISTRATOR shall determine, based on the totality of the evidence in such data, documentation, and records, whether that evidence more likely than not supports the assertions made in the declaration; or</p> <p>For claimants without information contained in the Medical Encounters database but with information contained on another source of information in the possession of BP containing individual medical information regarding persons performing RESPONSE ACTIVITIES and/or who are identified in any other data, documentation, or records (either in the possession of BP or provided by the claimant) reflecting that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S transport to a medical facility immediately after the performance of RESPONSE ACTIVITIES: The CLAIMS ADMINISTRATOR shall review and determine, based on the totality of the evidence in such data, documentation, and records, whether that evidence more likely than not supports the assertions made in the declaration.</p>	<p>\$2,700.00</p>	<p>Overnight hospitalization: Day 1 -- \$10,000.00 Days 2 - 6 -- \$8,000.00/day Day 7 onwards -- \$10,000.00/day</p> <p>Hospitalization must occur within one day of the first presentment of the condition(s) to a medical professional and hospitalization is documented to be for treatment of sunstroke (heat stroke), loss of consciousness (fainting) due to heat, heat fatigue (exhaustion), and/or disorders of sweat glands, including heat rash.</p>	<p>Yes</p>

II. Compensation for CHRONIC CONDITIONS

	Proof	Lump Sum	Enhancer	ACTUAL HOSPITAL EXPENSES
<p>B1</p> <p>Declaration under penalty of perjury (1) asserting the manifestation of one or more conditions (or the symptom(s) thereof) on Table 3, (2) asserting that such condition(s) (or the symptom(s) thereof) occurred within the applicable timeframe specified in Table 3, and (3) identifying the route, circumstances, and date(s) or approximate date(s) of alleged exposure;</p> <p><i>Plus one of the following:</i></p> <p>(1) Medical records establishing presentment to a medical professional with the condition(s) or symptom(s) claimed in the declaration, where such condition(s) or symptom(s) are persisting at the time of presentment. The CLAIMS ADMINISTRATOR shall determine, based on the totality of the evidence in the medical records, whether that evidence more likely than not supports the assertions made in the declaration; or</p> <p>(2)(a) For claimants with information contained in the Medical Encounters database: Claims will be evaluated to determine qualification on Level B1 as set forth on Table 2. "Underlying data, documentation, and records," as used on Table 2, shall include: (i) supporting data, documentation, and records from the Medical Encounters database; (ii) supporting data, documentation, and records from other sources of information in the possession of BP that contain individual medical information regarding persons performing RESPONSE ACTIVITIES; and (iii) any other data, documentation or records (either in the possession of BP or provided by the claimant) reflecting such MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S transport to a medical facility during or immediately after the performance of RESPONSE ACTIVITIES. Where the underlying data, documentation, and records are to be reviewed pursuant to Table 2, the CLAIMS ADMINISTRATOR shall determine, based on the totality of the evidence in such data, documentation, and records, whether that evidence more likely than not supports the assertions made in the declaration; or</p> <p><i>Section continues on next page</i></p>	<p>CLEAN-UP WORKER -- \$60,700.00</p> <p>ZONE A RESIDENT and ZONE B RESIDENT -- \$36,950.00</p>	<p>Overnight hospitalization Day 1 --\$10,000.00 Days 2 - 6 -- \$8,000.00/day Day 7 onwards -- \$10,000.00/day</p> <p>Hospitalization must occur within one week of the first presentment of the condition(s) or symptom(s) to a medical professional and hospitalization is documented to be for treatment of the condition(s) or symptom(s) listed in Table 3.</p>	<p>Yes</p>	

<p>(2)(b) For claimants without information contained in the Medical Encounters database but with information contained on another source of information in the possession of BP containing individual medical information regarding persons performing RESPONSE ACTIVITIES and/or who are identified in any other data, documentation, or records (either in the possession of BP or provided by the claimant) reflecting that MEDICAL BENEFITS SETTLEMENT CLASS MEMBER'S transport to a medical facility immediately after the performance of RESPONSE ACTIVITIES: The CLAIMS ADMINISTRATOR shall review and determine, based on the totality of the evidence in such data, documentation, and records, whether that evidence more likely than not supports the assertions made in the declaration.</p> <p><i>Plus:</i></p> <p>Medical records that (a) establish ongoing care/treatment or chronic nature of the condition(s) or symptom(s) and (b) indicate that exposure was considered by either the claimant or the medical professional to be related to the condition(s) or symptom(s).</p>			
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Table 1: Acute SPECIFIED PHYSICAL CONDITIONS

SPECIFIED PHYSICAL CONDITIONS (medically synonymous terms to be accepted by CLAIMS ADMINISTRATOR)	Associated Symptoms (medically synonymous terms to be accepted by CLAIMS ADMINISTRATOR)	Route of exposure to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the <i>Deepwater Horizon</i> and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES	Timeframe Between Exposure and Manifestation
<u>OCULAR</u>			
Conjunctivitis; Corneal ulcer; Keratitis	One or more of the following identified in the declaration: <ul style="list-style-type: none"> i. eye irritation; or ii. eye burn 	Airborne or direct contact	Occurring within 24 hours of exposure

UPPER AIRWAY / RESPIRATORY			
Acute rhinosinusitis; Acute tracheobronchitis; Acute bronchitis	Two or more of the following identified in the declaration: i. nasal congestion, nasal discharge or post-nasal drip; ii. headache, facial pain/pressure or sinus pain; iii. decreased sense of smell; iv. cough; v. sputum production; vi. wheezing; or vii. shortness of breath	Inhalation	Occurring within 72 hours of exposure
Acute exacerbation of pre-existing asthma	N/A	Inhalation	Occurring within 48 hours of exposure
Acute exacerbation of COPD	N/A	Inhalation	Occurring within 48 hours of exposure
Epistaxis (nose bleeding)	N/A	Inhalation	Occurring within 48 hours of exposure
ENT			
Acute pharyngitis (throat irritation)	N/A	Inhalation	Occurring within 48 hours of exposure

DERMAL			
<p>Acute contact dermatitis (rash); Atopic dermatitis (rash); Eczematous reaction; Folliculitis; Irritant contact dermatitis; Urticaria (hives)</p>	<p>Two or more of the following identified in the declaration (where sunburn, animal or insect bite, or allergic reaction to food, plant, or medication are not also indicated):</p> <ol style="list-style-type: none"> i. redness; ii. inflammation or pain; iii. blistering; iv. crusting; v. swelling; vi. itching; vii. lesion; viii. dryness or flaking; ix. peeling; x. scaly skin; xi. welts; or xii. pimples 	<p>Direct skin contact</p>	<p>Occurring within 72 hours of exposure</p>
<p>Acne vulgaris; Oil acne</p>	<p>N/A</p>	<p>Direct skin contact</p>	<p>Occurring within 72 hours of exposure</p>

<u>NEUROPHYSIOLOGICAL / NEUROLOGICAL / ODOR-RELATED</u>			
Headache; Dizziness Fainting; Seizure	N/A	Inhalation	Occurring within 24 hours of exposure
Gastrointestinal distress	One or more of the following identified in the declaration: i. nausea; ii. diarrhea; iii. vomiting; iv. abdominal cramps; or v. abdominal pain	Inhalation	Occurring within 24 hours of exposure

Table 2

	One or More Specific Codes (Category 1) on Medical Encounters Database Consistent with Declaration	Inclusive Info on Medical Encounters Database Consistent with Declaration (other than Code)	Exclusionary Info on Medical Encounters Database	Review Underlying Data, Documentation and Records	Underlying Data, Documentation, and Records Corroborate Declaration	Qualify on A3/A4
1	Yes	N/A	No	No	N/A	Yes
2	Yes	N/A	Yes	Yes	Yes	Yes
3	Yes	N/A	Yes	Yes	No	No

	General Code (Category 2) on Medical Encounters Database Consistent with Declaration	Inclusive Info on Medical Encounters Database Consistent with Declaration (other than Code)	Exclusionary Info on Medical Encounters Database	Review Underlying Data, Documentation and Records	Underlying Data, Documentation, and Records Corroborate Declaration	Qualify on A3/A4
4	Yes	Yes	No	No	N/A	Yes
5	Yes	Yes	Yes	Yes	Yes	Yes
6	Yes	Yes	Yes	Yes	No	No
7	Yes	No	No	Yes	Yes	Yes
8	Yes	No	No	Yes	No	No
9	Yes	No	Yes	Yes	Yes	Yes
10	Yes	No	Yes	Yes	No	No

	Other Selected Codes (Category 3) on Medical Encounters Database Consistent with Declaration	Inclusive Info on Medical Encounters Database Consistent with Declaration (other than Code)	Exclusionary Info on Medical Encounters Database	Review Underlying Data, Documentation and Records	Underlying Data, Documentation, and Records Corroborate Declaration	Qualify on A3
11	Yes	N/A	N/A	Yes	Yes	Yes
12	Yes	N/A	N/A	Yes	No	No

	No Code on Medical Encounters Database or Code on Medical Encounters Database is Inconsistent with Declaration	Inclusive Info on Medical Encounters Database Consistent with Declaration (other than Code)	Exclusionary Info on Medical Encounters Database	Review Underlying Data, Documentation and Records	Underlying Data, Documentation, and Records Corroborate Declaration	Qualify on A3/A4
13	Yes	Yes	No	Yes	Yes	Yes
14	Yes	Yes	No	Yes	No	No
15	Yes	Yes	Yes	Yes	Yes	Yes
16	Yes	Yes	Yes	Yes	No	No
17	Yes	No	No	Yes	Yes	Yes
18	Yes	No	No	Yes	No	No

	No Code on Medical Encounters Database	No Inclusive Info on Medical Encounters Database	Exclusionary Info on Medical Encounters Database	Review Underlying Data, Documentation and Records	Underlying Data, Documentation, and Records Corroborate Declaration	Qualify on A3/A4
19	Yes	Yes	N/A	Yes	Yes	Yes
20	Yes	Yes	N/A	Yes	No	No

	Facially Erroneous Code on Medical Encounters Database	Inclusive Info on Medical Encounters Database Consistent with Declaration (other than Code)	Exclusionary Info on Medical Encounters Database	Review Underlying Data, Documentation and Records	Underlying Data, Documentation, and Records Corroborate Declaration	Qualify on A3/A4
21	Yes	Yes	No	Yes	Yes	Yes
22	Yes	Yes	No	Yes	No	No
23	Yes	Yes	Yes	Yes	Yes	Yes
24	Yes	Yes	Yes	Yes	No	No
25	Yes	No	No	Yes	Yes	Yes
26	Yes	No	No	Yes	No	No

Category 1 Specific Codes for Diseases/Disorders	Category 2 General Codes for Diseases/Disorders	Category 3 Other Selected Codes
051 - Chemical burns 0721 - Sunstroke (heat stroke) 0722 - Loss of consciousness (fainting) due to heat 0723 - Heat fatigue (exhaustion) 140 - Respiratory diseases, unspecified 141 - Acute respiratory infections (including common cold, sinus symptoms) 182 - Dermatitis (rash) 1431 - Pneumonia 1432 - Influenza, influenza-like illness 1440 - Chronic Obstructive Pulmonary Disease and allied conditions, unspecified 1443 - Asthma 4112 - Convulsions, seizures 4141 - Headache 4171 - Nausea and vomiting 4175 - Abdominal pain	070 - Effects of environmental conditions, unspecified 125 - Disorders of the eye, adnexa, vision 150 - Digestive system diseases and disorders, unspecified 180 - Disorders of the skin and subcutaneous tissue, unspecified 181 - Infections of the skin and subcutaneous tissue 0950 - Other poisonings and toxic effects, unspecified (carbon monoxide poisoning, smoke inhalation) 1421 - Allergic rhinitis 1839 - Other inflammatory conditions of skin, not elsewhere classified (sunburn) 1895 - Disorders of sweat glands, including heat rash 9999 - Non-classifiable	120 - Nervous system and sense organs diseases, unspecified 1232 - Migraine 4111 - Loss of consciousness, not heat-related (fainting) 4113 - Malaise and fatigue 4114 - Dizziness 4115 - Non-specific allergic reaction 419 - Other symptoms, not elsewhere classified (swelling of limb)

Table 3: Chronic SPECIFIED PHYSICAL CONDITIONS

<p>CHRONIC SPECIFIED PHYSICAL CONDITIONS (medically synonymous terms to be accepted by CLAIMS ADMINISTRATOR)</p>	<p>Route of exposure to oil, other hydrocarbons, and other substances released from the MC252 WELL and/or the <i>Deepwater Horizon</i> and its appurtenances, and/or dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES</p>	<p>Timeframe Between Exposure and Manifestation</p>
<p><u>OCULAR</u></p>		
<p>Sequela from direct chemical splash to eye(s), <i>i.e.</i>, documented objective finding of damage to conjunctiva, cornea and/or surrounding structures.</p>	<p>Direct contact</p>	<p>Beginning within 24 hours of exposure</p>
<p><u>RESPIRATORY</u></p>		
<p>Chronic rhinosinusitis (an inflammatory condition involving the paranasal sinuses and linings of the nasal passages that lasts 12 weeks or longer, despite attempts at medical management), as supported by (i) evidence of at least two of the following four signs: (1) anterior and/or posterior mucopurulent drainage; (2) nasal obstruction; (3) facial pain, pressure and/or fullness; and (4) decreased sense of smell; and (ii) objective evidence of sinus mucosal disease on CT imaging or endoscopic examination.</p>	<p>Inhalation</p>	<p>Beginning, or exacerbation beginning, within 72 hours of exposure</p>
<p>Reactive airways dysfunction syndrome (irritant-induced asthma), as supported by a (1) positive methacholine challenge test finding or equivalent test, which signifies hyperactive airways; (2) the absence of pre-existing respiratory disease or asthma; and (3) the exclusion of other causes of symptoms.</p>	<p>Inhalation</p>	<p>Beginning, or exacerbation beginning, within 24 hours of exposure</p>

<u>DERMAL</u>		
Chronic contact dermatitis at the site of contact; Chronic eczematous reaction at the site of contact	Direct skin contact	Beginning, or exacerbation beginning, within 72 hours of exposure

EXHIBIT 9

MEDICAL BENEFITS CLASS ACTION SETTLEMENT

WRITTEN DESCRIPTION OF ZONE A AND ZONE B

This document contains an overview of geographical areas which comprise ZONE A and ZONE B of the MEDICAL BENEFITS CLASS ACTION SETTLEMENT.

I. Definitions

Below are definitions for terms used repeatedly throughout this overview:

1. *SCAT Line*: The collection of segments inspected by Shoreline Cleanup Assessment Technique teams from the beginning of the oil spill to the present. These teams consist of representatives from BP, the federal government, and state governments. The lines are defined by GPS coordinates determined by SCAT teams and published on the Environmental Response Management Application (ERMA) website, which is published jointly by the National Oceanic and Atmospheric Administration (NOAA), the Environmental Protection Agency (EPA), and the University of New Hampshire. The SCAT line includes segments that were oiled and segments that were inspected but in which no oil was observed. A map of these lines is included in this report as Appendix A.
2. *Beach (Zone A)*: Zone A is defined as areas 1/2 mile inland from the SCAT Line whose primary composition is firm land and whose coastal area is a sandy beach or a generally fixed or inflexible shoreline.
3. *Wetlands (Zone B)*: Zone B is defined as areas 1 mile inland from the SCAT line whose primary composition is marshes and/or swamps, and whose coastal areas are defined by soils saturated by water.
4. *Levee*: An artificial earthen ridge designed to control water levels and protect land and property from flooding. In this context, a levee may be either privately or publicly constructed, owned, and maintained. In Plaquemines Parish, for example, the extensive levee system is a combination of federally-maintained structures and those built and maintained by private landowners or groups of private landowners.
5. *Bayou*: A small river or stream with slow-moving water. Although the names of bayous may differ slightly from those used colloquially in different communities, the names of bayous used as zone boundaries are reported by their names as found on Microsoft Bing Maps and/or official maps published by the following sources:
 - a. Louisiana Office of State Lands
 - b. U.S. Geological Survey Board on Geographic Names.¹
6. *Canal*: A man-made water body built for purposes of shipping navigation, pipeline right-of-way, water transport, storm water drainage, or others. Although the names of canals may differ slightly from those used colloquially in different communities, the names of canals used as zone boundaries are reported by their names as found on Microsoft Bing Maps and/or the official maps published by the following sources:
 - a. Louisiana Office of State Lands
 - b. U.S. Geological Survey Board on Geographic Names.

¹ The USGS Board on Geographic Names publishes national and state files containing names of waterways, landmarks, parks, and other areas at the following site: <http://geonames.usgs.gov/domestic/index.html>.

7. *Bank/shore*: A bank or shore refers to the edge of the water or water bottom of a named waterway. Generally, “banks” refer to the edge of canals, rivers, bayous, and streams, while “shores” refer to the edge of lakes, bays, gulfs, etc. In instances where the bank is fluid because of tides or other regular fluctuations in water levels, the bank or shore is defined as whatever remains exposed at the highest regular water level. Regular fluctuations do not include flood events, storm surges, droughts, or other exceptional circumstances.
-

II. Principles of Zone Definitions

The delineation of these zones was guided by three principles:

1. *Distance from SCAT lines*: In Zone A, this distance was ½ mile, and in Zone B, this distance was one mile.
2. *Continuous but focused on areas which were oiled*: The medical zones begin and end at the easternmost and westernmost extent of MC-252 oiling and do not extend into waterways which were inspected by SCAT teams but in which no oil was observed. These waterways include Bay St. Louis, the Back Bay of Biloxi, and Mobile Bay, and Escambia Bay. Zones include areas that were oiled and areas in which no oil was observed.
3. *Defined by objective and cognizable boundaries*: Zones were drawn to be bounded by roads, waterways, and landmarks which are visible, easily-referenced, and ascertainable by residents and visitors. To the extent practicable, these boundaries are the closest to the one-mile (wetlands) or one half-mile (beaches) marker from the SCAT line as possible. In no event are the zone boundaries less than such markers.* The boundaries are defined by road names found on Microsoft Bing Maps and waterways found on Microsoft Bing Maps and/or government-published maps of waterways, including those from the following sources:
 - a. Louisiana Office of State Lands
 - b. U.S. Geological Survey Board on Geographic Names.

*NOTE: Throughout much of the Louisiana wetlands, there was no consistent cognizable boundary proximate to the one-mile distance from the SCAT line. Accordingly, in order to arrive at a cognizable and objective boundary, Zone B in Louisiana often extends well beyond one mile from the SCAT line. This is in no way intended by BP to suggest that those physically present in the zone were exposed to or harmed by oil, other hydrocarbons, or other substances released from the MC252 WELL, and/or exposure to dispersants and/or decontaminants used in connection with the RESPONSE ACTIVITIES. Zone B’s boundaries were determined in many cases by the necessity to define the zone objectively and recognizably.

III. Software Used to Delineate Zones

The zones were drawn and modified as polygons in ArcView 10.0, a Geographic Information Systems (GIS) software product of the Environmental Systems Research Institute (ESRI).

IV. Rules for Inclusion within Zones

To supplement the definitions set forth in Section V of this document, the following rules determine inclusion within Zones A and B:

1. *Sides of roads*: If a zone boundary is defined by a road, parcels on both sides of the road are to be included in the zone. This inclusion includes parcels which have the boundary road as a street (municipal) address and parcels which are directly accessible to the boundary road via a driveway or parking lot.
2. *Waterways*: If a zone boundary is defined by a waterway (e.g., lake, bayou, river, canal, bay, etc.), only parcels on the specified side of the waterway are included in the zone. For example, if a boundary is defined as “the western bank of Main River,” only parcels up to and including the western bank are included in the zone. The Main River itself, and parcels on its eastern bank, are excluded from the zone unless otherwise specified.
3. *Levees*: When a levee is cited as a boundary of a zone, the “crown,” or highest point on the levee itself, is designated as the actual line of demarcation, unless otherwise specified. The width of the crown may vary depending on the overall width of the levee.
4. *Parcels*: A parcel is defined as the areas within and including the boundaries of a single contiguous property. If any portion of the parcel is designated as within a zone, the entirety of that parcel is also included in the zone. Where available, the official definition of a parcel is determined by maps developed and maintained by county/parish assessors.
5. *Non-continuous boundaries*: In some instances, the boundaries of zones are slightly non-continuous. For example, there may be some distances between where streets end and waterways begin, or between the termini of two streets which serve as a zone boundary. In these instances, the direct line between the two named points will serve as the boundary, and parcels which intersect this line are determined to be included in the zone.

V. Zone Boundaries

Zone A.1 – Louisiana

- This zone consists entirely and exclusively of Grand Isle, LA.

Zone A.2 – Mississippi²

Western Boundary: Eastern bank of Turkey Bayou/Bryan Bayou from CSX railroad tracks to Mississippi Sound/Gulf of Mexico.

Southern Boundary: Northern shore of Mississippi Sound/Gulf of Mexico.

Eastern Boundary: Western bank of Bayou Casotte from Petit Bois Street to northern shore of Mississippi Sound/Gulf of Mexico.

² Zone A.2 also includes the entirety of the following islands within the Mississippi Sound: Cat Island, Ship Island/West Ship Island, Horn Island, Petit Bois Island.

Northern Boundary:

- CSX railroad tracks from Turkey Bayou to Booker Street
- Booker Street from CSX railroad tracks to S. Necaize Avenue
- S. Necaize Avenue from Booker Street to Ulman Avenue
- Ulman Avenue from S. Necaize Avenue to Seminary Drive
- Seminary Drive from Ulman Avenue to Highway 90
- Highway 90 from Seminary Drive to Dunbar Avenue
- Dunbar Avenue from Highway 90 to Felicity Street
- Felicity Street from Dunbar Avenue to Beach Boulevard
- Beach Boulevard from Felicity Street to first intersection with western shore of Bay St. Louis
- Western shore of Bay St. Louis from Beach Boulevard to Highway 90
- Highway 90 from western shore of Bay St. Louis to eastern shore of Bay St. Louis
- Eastern shore of Bay St. Louis from Highway 90 to western bank of Mallini Bayou
- Western bank of Mallini Bayou from Bay St. Louis to North Street
- North Street from Mallini Bayou to Menge Avenue
- Menge Avenue from North Street to CSX railroad tracks
- CSX railroad tracks from Menge Avenue to N. Cleveland Avenue
- N. Cleveland Avenue from CSX railroad tracks to Old Pass Road
- Old Pass Road from Cleveland Avenue to McCaughan Avenue
- McCaughan Avenue from Old Pass Road to Old Pass Road
- Old Pass Road from McCaughan Avenue to Hardy Avenue
- Hardy Avenue from Old Pass Road to 11th Street
- 11th Street from Hardy Avenue to 45th Avenue
- 45th Avenue from 11th Street to 13th Street
- 13th Street from 45th Avenue to 42nd Avenue
- 42nd Avenue from 13th Street to 15th Street
- 15th Street from 42nd Avenue to 38th Avenue
- 38th Avenue from 15th Street to 14th Street
- 14th Street from 38th Avenue to 36th Avenue
- 36th Avenue from 14th Street to Southward Drive
- Southward Drive from 36th Avenue to Eastward Avenue
- Eastward Avenue from Southward Drive to 16th Street
- 16th Street from Eastward Avenue to 29th Avenue
- 29th Avenue from 16th Street to 17th Street
- 17th Street from 29th Avenue to 25th Avenue/R.B. Meadows Boulevard
- 25th Avenue/R.B. Meadows Boulevard from 17th Street to 19th Street
- 19th Street from 25th Avenue/R.B. Meadows Boulevard to 22nd Avenue
- 22nd Avenue from 19th Street to 20th Street
- 20th Street from 22nd Avenue to 20th Avenue
- 20th Avenue from 20th Street to 21st Street
- 21st Street from 20th Avenue to 18th Avenue
- 18th Avenue from 21st Street to 22nd Street
- 22nd Street from 18th Avenue to 15th Avenue
- 15th Avenue from 22nd Street to 23rd Street

- 23rd Street from 15th Avenue to Kenneth Avenue
- Kenneth Avenue from 23rd Street to 24th Street
- 24th Street from Kenneth Avenue to Kelly Avenue
- Kelly Avenue from 24th Street to Oak Place
- Oak Place from Kelly Avenue to 25th Street
- 25th Street from Oak Place to Hewes Avenue
- Hewes Avenue from 25th Street to 31st Street
- 31st Street from Hewes Avenue to F Avenue
- F Avenue from 31st Street to 29th Street
- 29th Street from F Avenue to 30th Street
- 30th Street from 29th Street to Courthouse Road
- Courthouse Road from 30th Street to Perry Street/White Street
- Perry Street/White Street from Courthouse Road to Tegarden Road
- Tegarden Road from White Street to Riley Avenue
- Riley Avenue from Tegarden Road to Poplar Avenue
- Poplar Avenue from Riley Avenue to Cowan Road
- Cowan Road from Poplar Avenue to East Pass Road/Pass Road
- East Pass Road/Pass Road from Cowan Road to Ploesti Drive
- Ploesti Drive from Pass Road to Hercules Street
- Hercules Street from Ploesti Drive to Phantom Street
- Phantom Street from Hercules Street to Hangar Road
- Hangar Road from Phantom Street to D Street
- D Street from Hangar Road to Chappie James Avenue
- Chappie James Avenue from D Street to 5th Street
- 5th Street from Chappie James Avenue to Judge Sekul Avenue
- Judge Sekul Avenue from 5th Street to Porter Avenue
- Porter Avenue from Judge Sekul Avenue to Division Street
- Division Street from Porter Avenue to Oak Street
- Oak Street from Division Street to 3rd Street
- 3rd Street from Oak Street to Seymour Lane
- Seymour Lane from 3rd Street to E. Howard Avenue
- E. Howard Avenue from Seymour Lane to western shore of Biloxi Bay
- Western shore of Biloxi Bay from E. Howard Avenue to eastern shore of Biloxi Bay
- Eastern shore of Biloxi Bay from Highway 90 to southern bank of Old Fort Bayou
- Southern bank of Old Fort Bayou from Biloxi Bay to Washington Avenue
- Washington Avenue from Old Fort Bayou to Government Street
- Government Street from Washington Avenue to General Pershing Avenue
- General Pershing Avenue from Government Street to Porter Avenue
- Porter Avenue from General Pershing Avenue to Forest Hills Drive
- Forest Hills Drive from Porter Avenue to Swetman Lane
- Swetman Lane from Forest Hills Drive to Pine Drive
- Pine Drive from Swetman Lane to Kensington Avenue
- Kensington Avenue from Pine Drive to Simon Boulevard
- Simon Boulevard from Kensington Avenue to Lafitte Avenue
- Lafitte Avenue from Simon Boulevard to Holcomb Boulevard
- Holcomb Boulevard from Lafitte Avenue to Davidson Road

- Davidson Road from Holcomb Boulevard to Halstead Road
- Halstead Road from Davidson Road to English Drive
- English Drive from Halstead Road to Park Place
- Park Place/Hanley Drive from English Drive to Belmont Drive
- Belmont Drive from Hanley Drive to eastern terminus of Belmont Drive/Stark Bayou
- Stark Bayou from eastern terminus of Belmont Drive to Hanley Road³
- Hanley Road from Stark Bayou to Park Road
- Park Road/Gulf Island National Seashore Parkway from Hanley Road to Government Street
- Government Street from Gulf Island National Seashore Parkway to eastern bank of Heron Bayou
- Eastern bank of Heron Bayou from Gulf Island National Seashore Parkway to eastern bank of Davis Bayou
- Eastern bank of Davis Bayou from Heron Bayou to eastern bank of Simmons Bayou
- Northern bank of Simmons Bayou from Davis Bayou to Beachview Drive
- Beachview Drive from Simmons Bayou to Point aux Chenes Road
- Point aux Chenes Road from Beachview Drive to 11th Street
- 11th Street from Point aux Chenes Road to Neptune Avenue
- Neptune Avenue from 11th Street to 14th Street
- 14th Street from Neptune Avenue to Clamshell Avenue
- Clamshell Avenue from 14th Street to eastern terminus of Clamshell Avenue
- Shelby Lane from western terminus of Shelby Lane to Jean Lane
- Jean Lane from western terminus of Shelby Lane to Biddix Evans Road
- Biddix Evans Road from Jean Lane to Elm Street
- Elm Street from Biddix Evans Road to Center Street
- Center Street from Elm Street to Main Street
- Main Street from Center Street to Walnut Street
- Walnut Street/Beach Street from Main Street to Main Street
- Main Street from Beach Street to Maple Street
- Maple Street from Main Street to Beach Street
- Beach Street from Maple Street to Octavia Street
- Octavia Street from Beach Street to southern bank of Graveline Bayou
- Southern bank of Graveline Bayou from Octavia Street to Albatross Drive⁴
- Albatross Drive from Graveline Bayou to Tradewinds Drive
- Tradewinds Drive from Albatross Drive to Neptune Drive
- Neptune Drive from Tradewinds Drive to Barracuda Drive
- Barracuda Drive from Neptune Drive to Porpoise Drive
- Porpoise Drive from Barracuda Drive to Graveline Road
- Graveline Road from Porpoise Drive to Belvedere Drive
- Belvedere Drive from Graveline Drive to northern terminus of Belvedere Drive
- Northern terminus of Belvedere Drive to Shepard State Park
- Shepard State Park from northern terminus of Belvedere Drive to southern terminus of Cherokee Road
- Cherokee Road from southern terminus of Cherokee Road to Navaho Road

³ Parcels abutting both banks of Stark Bayou are included within Zone A.2.

⁴ Graveline Bayou forks into a narrower northern branch; this boundary follows that northern branch to Albatross Drive.

- Navaho Road from Cherokee Road to northern terminus of Navaho Road/CSX railroad tracks
- CSX railroad tracks from Navaho Road to Old Spanish Trail
- Old Spanish Trail from CSX railroad tracks to Magnolia Tree Drive
- Magnolia Tree Drive from Old Spanish Trail to Highway 90
- Highway 90 from Magnolia Tree Drive to Pascagoula Street
- Pascagoula Street from Highway 90 to St. Mark Avenue
- St. Mark Avenue from Pascagoula Street to Resca de la Palma Street
- Resca de la Palma Street from St. Mark Avenue to St. Peter Avenue
- St. Peter Avenue from Resca de la Palma Street to Market Street
- Market Street from St. Peter Avenue to Ingalls Avenue
- Ingalls Avenue from Market Street to 11th Street
- 11th Street from Ingalls Avenue to Tyler Avenue
- Tyler Avenue from 11th Street to Belair Street
- Belair Street from Tyler Avenue to Ingalls Avenue
- Ingalls Avenue from Belair Street to Olson Street
- Olson Street from Ingalls Avenue to Petit Bois Street
- Petit Bois Street from Olson Street to eastern terminus of Petit Bois Street/Bayou Casotte

Zone A.3 – Alabama⁵

Western Boundary: Eastern bank of Bayou La Batre

Southern Boundary: Northern shore of Gulf of Mexico

Eastern Boundary: Hemley Road from Old Rock Road to northern shore of Gulf of Mexico

Northern Boundary:

- Midway Street from western terminus of Midway Street/eastern bank of Bayou LaBatre to Highway 188
- Highway 188 from Midway Street to Pirtle Street
- Pirtle Street from Highway 188 to western bank of Bayou Coden
- Eastern bank of Bayou Coden from Pirtle Street to Riva Road
- Riva Road from Bayou Coden to Old Rock Road
- Old Rock Road from Riva Road to Hemley Road

Zone A.4 – Alabama/Florida

Western Boundary: Eastern shore of Mobile Bay

Southern Boundary: Northern shore of Gulf of Mexico

⁵ Zone A.3 includes the entirety of Dauphin Island.

Eastern Boundary: Western bank of Gulf County Canal

Northern Boundary:

- Southern shore of Bon Secour Bay/Mobile Bay from beginning of Fort Morgan Peninsula to Highway 180 at intersection with Plantation Road
- Highway 180 from Plantation Road to Hardwood Drive
- All developed land containing the entirety of the following streets and any parcels therein:
 - Hardwood Drive (West and East)
 - Renee Marie Avenue
 - Meeker Lane
 - Twin Pines Circle
 - Pindo Drive
 - Dorado Way
 - Primrose Lane
 - Lagoon Circle
 - Garden Park Terrace
- Highway 180 from Garden Park Terrace to E. Fairway Drive, including the entirety of Boddie Lane, Younce Lane, Buskens Lane, and W. Fairway Drive between Highway 180 and Wedgewood Drive
- E. Fairway Drive from Highway 180 to Holly Lane
- All parcels along and north of Highway 180 and west of Regency Road, consisting of parcels along Briarwood Drive, Pineridge Drive, Forestwood Drive, Royal Oak Circle, Lora Point Lane, and Palmetto Court west of Regency Road
- Regency Road from Palmetto Court to Clubhouse Drive
- Clubhouse Drive from Regency Road to W. 2nd Street
- W. 2nd Street from Clubhouse Drive to W. Commerce Avenue
- W. Commerce Avenue from W. 2nd Street to Highway 59 (Gulf Shores Parkway)
- Highway 59 from W. Commerce Avenue to E. 15th Avenue
- E. 15th Avenue from Highway 59 to E. 2nd Street
- E. 2nd Street from E. 15th Avenue to Route 135 (Alabama's Coastal Connection)
- Route 135 from E. 2nd Street to County Road 2
- County Road 2/State Park Road 2 from Route 135 to Campground Road
- Campground Road from State Park Road 2 to Orange Beach Road
- Orange Beach Road from Campground Road to southern bank of Bayou La Launch
- Southern bank of Bayou La Launch/Arnica Bay/Bellville Bay/Old River/Intracoastal Waterway from Orange Beach Road to Route 292 (Perdido Key Drive)
- Route 292 from Intracoastal Waterway to Sorrento Road
- Northern termini of and all parcels along the following streets between Sorrento Road and Blue Angel Parkway⁶:
 - Sunburst Lane

⁶ This portion of Zone A.4 is intended to capture all parcels south of the described line. For example, all parcels along Quintin Road are included since the entire street is located south of the northern termini of the named roads. Likewise, all parcels along Sage Avenue and Longwood Drive are included since they fall south of Terra Lake Circle. Similarly, Classic Drive and Horton Drive are not named as boundaries but are included in the zone by virtue of being within Terra Lake Circle. Finally, all parcels along the named roads are included.

- Avon Road
- McGrits Boulevard
- Cambria Drive
- Medina Road
- Chatham Avenue
- Kee Memorial Drive
- Statler Avenue
- Yellow Bluff Road
- Arrowhead Road
- Viking Road
- Plateau Road
- Cartier Drive
- Terra Lake Circle
- Naples Drive
- Chandelle Lake Drive
- Chandelle Drive
- Sandcliff Drive
- Shorewood Drive
- Leeward Drive
- Gunwale Road
- Keel Drive
- Marlinspike Road
- Blue Angel Parkway from Martinspike Drive to Gulf Beach Highway
- Gulf Beach Highway from Blue Angel Parkway to S. Loop Road
- S. Loop Road/Road to Fort Barrancas from Gulf Beach Highway to Fuel Farm Road
- Fuel Farm Road from Road to Fort Barrancas to Tow Road
- Tow Road from Fuel Farm Road to Taylor Road
- Taylor Road from Tow Road to Murray Road
- Murray Road from Taylor Road to Duncan Road
- Duncan Road from Murray Road to northern bank of Bayou Grand
- Northern bank of Bayou Grand from Duncan Road to western/southern shore of Pensacola Bay
- Western/southern shore of Pensacola Bay from Bayou Grand to Fort Pickens State Park
- Southern shore of Pensacola Bay/Santa Rosa Sound/Intracoastal Waterway from Fort Pickens State Park to East Pass⁷
- Highway 98 from East Pass Bridge to Main Street (Highway 30A)
- Main Street from Highway 98 to Airport Road
- Airport Road from Main Street to Indian Bayou Trail
- Indian Bayou Trail from Airport Road to Commons Drive
- Commons Drive from Indian Bayou Trail to Paraiso Boulevard
- Paraiso Boulevard from Commons Drive to Route 293 (Danny Wuerffel Way)
- Route 293 from Paraiso Boulevard to Highway 98
- Highway 98 from Route 293 to northwestern-most finger of Powell Lake⁸
- South shore of Powell Lake from northwestern-most finger of Powell Lake to Wild Heron Way⁹

⁷ Zone A.4 includes the entirety of Santa Rosa Island.

⁸ Included in this stretch of Highway 98 is the Destin East Mobile Home Park and Reeves Road.

- Wild Heron Way from south shore of Powell Lake to Highway 98 (Back Beach Road)
- Highway 98 from Wild Heron Way to Clara Avenue
- Clara Avenue from Highway 98 to Hutchison Boulevard
- Hutchison Boulevard from Clara Avenue to Thomas Drive
- Thomas Drive from Hutchison Boulevard to N. Lagoon Drive
- N. Lagoon Drive from Thomas Drive to Joan Avenue
- Joan Avenue from N. Lagoon Drive to Houston Street
- Houston Street from Joan Avenue to Allison Avenue
- Allison Avenue from Houston Street to Terrell Street
- Terrell Street from Allison Avenue to Laurie Avenue
- Laurie Avenue from Terrell Street to N. Lagoon Drive
- N. Lagoon Drive from Laurie Avenue to Bay Avenue
- Bay Avenue from N. Lagoon Drive to northern shore of Grand Lagoon
- Southern shore of Grand Lagoon from Python Street to East Pass
- Southern shore of St. Andrew Bay from East Pass/St. Andrew's State Recreation Area to northern edge of Hurricane Island
- Northern edge of Hurricane Island from St. Andrew Bay to southern shore of St. Andrew Sound¹⁰
- Southern shore of St. Andrew Sound to Crooked Island Beach Road
- Crooked Island Beach Road from closest point to St. Andrew Sound to Highway 98
- Highway 98 from Crooked Island Beach Road to County Road 386 S, including parcels along and south of the termini of the following roads:
 - 44th Street
 - Water Drive
 - N. 35th Street
 - N. 32nd Street
 - N. 30th Street
 - N. 29th Street
 - N. 28th Street
 - E. 27th Street
 - N. 26th Street
 - 22nd Street
 - N. 20th Street
 - Nanook Road
 - Kim Cove
 - Lalla Lane
 - Bailey Lane
 - Ocean Plantation
 - St. Frances Street
 - St. Charles Street
 - Parker Parkway
 - Sleepy Hollow Road
 - Sun and Sands Street
 - W. 15th Street

⁹ This portion of the zone includes parcels along and south of West Shore Drive, N. Walton Street, Lakeshore Drive, and Earl Road.

¹⁰ This portion of the zone includes the entirety of Hurricane Island and Crooked Island.

- Steves Lane
 - Cypress Avenue
 - Oakwood Drive
- County Road 386 South from north of Oakwood Drive to Phillips Drive
- Phillips Drive from County Road 386 South to eastern terminus of Phillips Drive
- The termini of the following roads, including all parcels along and between the northern termini and the Gulf of Mexico:
 - Triton Street
 - Nutmeg Street
 - Tulip Avenue
 - Olive Avenue
 - Sunray Court
 - Beacon Hill Park Road
 - Four J's Road
 - Kaelyn Lane
 - Gulf Aire Drive
 - Cristin's Curve Road
 - Nautilus Drive
 - Ward Street
 - Georgia Avenue
 - Balboa Street
 - Magellan Street
 - Pineda Street
 - Santa Anna Street
 - Gulf Street
 - N. Caicos Drive
 - Sea Haven Drive
 - White Blossom Trail
 - Trace View Way
 - Gulf Terrace Lane
 - Dancing Moon Lane
 - Sea Turtle Drive
- Highway 98 from southern terminus of Sea Turtle Drive to Gulf County Canal, including the termini of the following streets and all parcels along and between the termini and the Gulf of Mexico:
 - Victoria Avenue
 - Whiting Street
 - Snapper Street
 - Dixie View Lane
 - Parker Avenue
 - Cobia Avenue
 - Grouper Avenue
 - Marlin Street
 - Trout Avenue
 - Ling Street
 - Dolphin Street
 - Bonita Street
 - Angel Fish Street

Zone A.5 – Florida¹¹

Western Boundary: Eastern shore of Gulf of Mexico along St. Joseph Peninsula

Southern Boundary: Northern shore of Gulf of Mexico

Eastern Boundary: Eastern edge of Dog Island

Northern Boundary:

- Southern shore of St. Joseph Bay from northern edge of St. Joseph Peninsula State Park to County Road 30A
- County Road 30A from southern shore of St. Joseph Bay to Barefoot Trail
- Barefoot Trail from County Road 30A to Cottage Lane
- Cottage Lane from Barefoot Trail to eastern terminus of Cottage Lane
- Painted Pony Road from western terminus of Painted Pony Road to Indian Pass Road
- Indian Pass Road from Painted Pony Road to southern bank of canal connecting Indian Pass Road to Indian Lagoon
- Southern bank of canal connecting Indian Pass Road to Indian Lagoon from Indian Pass Road to Indian Lagoon
- Southern shore of Indian Lagoon from Indian Pass Road to western shore of Indian Pass
- Western shore of Indian Pass from Indian Lagoon to southern shore of St. Vincent Sound
- Southern shore of St. Vincent Sound from Indian Pass to southern shore of Apalachicola Bay
- Southern shore of Apalachicola Bay from St. Vincent Sound to southern shore of St. George Sound
- Southern shore of St. George Sound from Apalachicola Bay to eastern edge of Dog Island

Zone B.1 – Louisiana:

Western Boundary: Eastern bank of Intracoastal Waterway

Eastern Boundary: Eastern edge of Marsh Island (Russell Sage Unified Game Reserve)

Southern Boundary: Northern shore of Gulf of Mexico

Northern Boundary:

- Southern bank of Belle Isle Bayou from the Intracoastal Waterway to southern shore of Fearman Lake
- Southern shore of Fearman Lake from Belle Isle Bayou to southern bank of Bayou Fearman
- Southern bank of Bayou Fearman from Fearman Lake to southern shore of Vermilion Bay

¹¹ Zone A.5 includes the entirety of St. Vincent Island, Little St. George Island, St. George Island, and Dog Island.

- Southern shore of Vermilion Bay from Bayou Fearman to eastern edge of Marsh Island

Zone B.2 – Louisiana:¹²

Western Boundary: Western edge of Point Au Fer Island

Eastern Boundary: Western shores of Breton Sound, Chandeleur Sound, and Gulf of Mexico

Southern Boundary: Northern shore of Gulf of Mexico

- *Northern Boundary:* Southern shore of Four League Bay from Atchafalaya Bay to southern bank of Blue Hammock Bayou
- Southern bank of Blue Hammock Bayou from Four League Bay to eastern bank of Lost Lake Pass
- Eastern bank of Lost Lake Pass from Blue Hammock Bayou to southern shore of Lost Lake
- Southern shore of Lost Lake from Lost Lake Pass to eastern bank of Bayou de Cade
- Eastern bank of Bayou de Cade from Lost Lake to western bank of Turtle Bayou
- Western bank of Turtle Bayou from Bayou de Cade to western shore of Lake Pagie
- Western shore of Lake Pagie from Turtle Bayou to western bank of Bayou Chevreau
- Western and southern banks of Bayou Chevreau from Lake Pagie to southern shore of Goose Bay
- Southern shore of Goose Bay from Bayou Chevreau to northern shore of Lake Mechant
- Northern shore of Lake Mechant from Goose Bay to southern bank of Small Bayou la Pointe
- Southern bank of Small Bayou la Pointe from Lake Mechant to southern shore of Lake de Cade
- Southern/eastern shore of Lake de Cade from Small Bayou la Pointe to southern bank of Falgout Canal
- Southern bank of Falgout Canal from Lake de Cade to Houma western bank of Houma Navigation Canal
- Western bank of Houma Navigation Canal from Falgout Canal to eastern bank of Four Point Bayou
- Eastern bank of Four Point Bayou from Houma Navigation Canal to Bayou Sale Road
- Bayou Sale Road from Four Point Bayou to eastern terminus of Bayou Sale Road/ eastern bank of Bayou Petit Caillou
- Eastern bank of Bayou Petite Caillou from Bayou Sale Road to southern bank of Bush Canal
- Southern bank of Bush Canal from Bayou Petite Caillou to eastern bank of Bayou Terrebonne
- Eastern bank of Bayou Terrebonne from Bush Canal to southern terminus of Madison Canal Road
- Western shore of Madison Bay from southern terminus of Madison Canal Road to Madison Canal
- Madison Canal from western shore of Madison Bay to southern/western bank of Bayou Barre
- Southern/western bank of Bayou Barre from Madison Canal to southern bank of Canal Saint Jean Charles
- Southern bank of Canal Saint Jean Charles from Bayou Barre to eastern levee protection system surrounding Bayou Saint Jean Charles
- Eastern levee around Bayou Saint Jean Charles from Canal Saint Jean Charles to Island Road

¹² Zone B.2 also includes the Chandeleur Islands.

- Island Road from eastern levee surrounding Bayou Saint Jean Charles to western levee surrounding Bayou Pointe au Chien
- Western levee surrounding Bayou Point au Chien from Island Road to Bayou Pointe au Chien
- Bayou Pointe au Chien from western levee surrounding Bayou Pointe au Chien to southern shore of Pipeline Canal
- Southern bank of Pipeline Canal from Bayou Pointe au Chien to western bank of Grand Bayou Blue
- Western bank of Grand Bayou Blue from Pipeline Canal to western bank of Bayou Pierre et Lee
- Western bank of Bayou Pierre et Lee from Grand Bayou Blue to southern bank of Southwestern Louisiana Canal
- Southern bank of Southwestern Louisiana Canal from Bayou Pierre et Lee to eastern bank of Bayou Lafourche
- Eastern bank of Bayou Lafourche from Southwestern Louisiana Canal to eastern levee system south of Golden Meadow
- Eastern levee system beginning south of Golden Meadow to southern bank of Intracoastal Waterway
- Southern bank of Intracoastal Waterway from end of eastern levee system to southern bank of Paillet Canal
- Southern bank of Paillet Canal from Intracoastal Waterway to western bank of Bayou Barataria
- Western bank of Bayou Barataria from Paillet Canal to southern bank of Bayou des Oies
- Southern bank of Bayou des Oies from Bayou Barataria to western shore of The Pen
- Western shore of The Pen from Bayou des Oies to southern bank of Bayou Dupont
- Southern bank of Bayou Dupont from The Pen to Jefferson/Plaquemines Parish Line
- Jefferson/Plaquemines Parish Line from Bayou Dupont to levee system beginning south of Cheneire Traverse Bayou
- Western levee system from south of Cheneire Traverse Bayou to Hummingbird Lane
- Hummingbird Land from western levee system south of Chaneire Traverse Bayou to Audubon Drive
- Audubon Drive from Hummingbird Lane to Highway 23 (Belle Chasse Highway)
- Highway 23 from Audubon Drive to Myrtle Grove Road
- Myrtle Grove Road from Highway 23 to levee system north of Wilkinson Canal
- Western levee system north of Wilkinson Canal to Highway 23
- Highway 23 from levee system north of Wilkinson Canal to beginning of federal levee system at St. Jude Road
- Federal levee system from Highway 23 to western terminus of Eric Chedville Lane
- Eric Chedville Lane from western terminus to eastern terminus
- Eastern terminus of Eric Chedville Lane to western bank of Mississippi River
- Western bank of Mississippi River from Eric Chedville Lane to E. Karen Lane
- E. Karen Lane from Mississippi River to Highway 11
- Highway 11 from E. Karen Lane to Jules Lane
- Jules Lane/Triumph Pump Road from Highway 11 to western federal levee system
- Western federal levee system from Triumph Pump Road to Highway 23
- Highway 23 from western federal levee system to northern terminus of Red Pass
- Western bank of Red Pass from northern terminus to southern bank of Pass Tante Phine
- Southern bank of Pass Tante Phine to eastern bank of Tiger Pass
- Eastern bank of Tiger Pass from Pass Tante Phine to western bank of Mississippi River

- Western bank of Mississippi River from Tiger Pass to northern mouth of Pass a Loutre
- Northern mouth of Pass a Loutre from western bank of Mississippi River to eastern bank of Mississippi River
- Eastern bank of Mississippi River from Pass a Loutre to southern bank of Bayou Lamoque
- Southern bank of Bayou Lamoque from Mississippi River to eastern bank of Back Levee Canal
- Eastern bank of Back Levee Canal from Bayou Lamoque to terminus at Highway 39 south of Phoenix
- Highway 39 from Back Levee Canal to northern bank of Belair Canal
- Northern bank of Belair Canal from Highway 39 to eastern bank of Joe Brown Canal
- Southern/eastern bank of Joe Brown Canal from Belair Canal to eastern bank of Forty Arpent Canal
- Eastern bank of Forty Arpent Canal from Joe Brown Canal to western shore of Big Mar
- Western shore of Big Mar from Forty Arpent Canal to southern bank of Delacroix Canal
- Southern bank of Delacroix Canal from Big Mar to western bank of Mandeville Bayou
- Western bank of Mandeville Bayou from Delacroix Canal to northern shore of Lake Lery
- Northern shore of Lake Lery from Mandeville Bayou to western bank of Bayou Lery
- Western bank of Bayou Lery from Lake Lery to western bank of Bayou Terre au Bouefs
- Western bank of Bayou Terre au Bouefs from Bayou Lery to southern terminus of Delacroix Highway
- Southernmost segment of Delacroix Highway from Bayou Terre au Bouefs to levee system east of Delacroix Highway
- Eastern levee system east of Delacroix Highway from southernmost segment of Delacroix Highway to northern terminus of eastern levee system at Delacroix Highway
- Delacroix Highway from northern terminus of levee system to levee system beginning just south of Florrisant Highway
- Southern levee system below Florrisant Highway (Highway 46) from Delacroix Highway to the eastern terminus ending at Florrisant Highway
- Florrisant Highway (Highway 46) from eastern terminus of levee system to southern terminus at Bayou la Loutre
- Western bank of Bayou la Loutre from southern terminus of Florrisant Highway to eastern bank of Mississippi River-Gulf Outlet Canal (MR-GO)
- Eastern bank of MR-GO from Bayou la Loutre to eastern bank of Bayou Yscloskey
- Eastern bank of Bayou Yscloskey to southern shore of Lake Borgne
- Southern shore of Lake Borgne from Bayou Yscloskey to Chandeleur Sound

Zone B.3 – Louisiana and Mississippi

Western Boundary:

- Eastern shore of Lake Pontchartrain from Salt Bayou to eastern/ northern bank of the Rigolets Pass
- Eastern/northern bank of the Rigolets Pass from Lake Pontchartrain to western bank of East Double Bayou
- Eastern shore of Lake St. Catherine from Rigolets Pass at East Double Bayou to Bayou Platte

- Eastern bank of Bayou Platte from Lake St. Catherine to southern bank of Intracoastal Waterway
- Southern bank of Intracoastal Waterway from Bayou Platte to eastern bank of Chef Menteur Pass
- Eastern bank of Chef Menteur Pass from Intracoastal Waterway to northern bank of Lake Borgne

Southern Boundary: Northern shore of Lake Borgne

Eastern Boundary: Western bank of Turkey Bayou and Bryan Bayou from CSX railroad to northern shore of Mississippi Sound/Gulf of Mexico

Northern Boundary:

- Southern bank of Salt Bayou from eastern shore Lake Pontchartrain to western bank of West Pearl River
- Western bank of West Pearl River from Salt Bayou to eastern bank of East Mouth
- Eastern bank of East Mouth from West Pearl River to northern bank of Johnson Pass
- Northern bank of Johnson Pass from East Mouth to western bank West Middle River
- Western bank of West Middle River from Johnson Pass to southern bank of Johnny Three Bayou
- Southern bank of Johnny Three Bayou from West Middle River to western bank of Old Pearl River
- Western bank of Old Pearl River from Johnny Three Bayou to eastern bank of Pearl River
- Eastern bank of Pearl River from Old Pearl River to western/ southern bank of Cross Bayou
- Western/southern bank of Cross Bayou from Pearl River to western bank of Mulatto Bayou
- Western bank of Mulatto Bayou from Cross Bayou to southern bank of Woody Bayou
- Southern bank of Woody Bayou from Mulatto Bayou to southern bank of Grand Plains Bayou
- Southern bank of Grand Plains Bayou from Woody Bayou to CSX railroad tracks
- CSX railroad tracks from Grand Plains Bayou to Turkey Bayou

Zone B.4 – Mississippi and Alabama

Western Boundary:

- Eastern bank of Bayou Casotte from Gulf of Mexico to Tillman Street
- Tillman Street from Bayou Casotte to Orchard Road
- Orchard Road from Tillman Street to Industrial Road
- Industrial Road from Orchard Road to Old Mobile Highway
- Old Mobile Highway from Industrial Road to Bayou Cumbest Road

Southern Boundary: Northern shore of Mississippi Sound/Gulf of Mexico

Eastern Boundary:

- Highway 188 from Highway 19 (Irvington Bib Highway) to western bank of Bayou La Batre
- Western bank of Bayou La Batre from Highway 188 (Alabama's Coastal Connection) to Gulf of Mexico

Northern Boundary:

- Bayou Cumbest Road from Old Mobile Highway to Orange Grove Road
 - Orange Grove Road from Bayou Cumbest Road to CSX railroad tracks
 - CSX railroad tracks from Orange Grove Road to Mississippi/Alabama state line
 - Mississippi/Alabama state line from CSX railroad tracks to Hugh Fort Road
 - Hugh Fort Road from Mississippi/Alabama state line to Miller Lane
 - Miller Lane from Hugh Fort Road to Roy Miller Road
 - Roy Miller Road from Miller Lane to Potter Tract Road
 - Potter Tract Road from Roy Miller Road to Turkey Farm Road
 - Turkey Farm Road from Potter Tract Road to Henderson Camp Road
 - Henderson Camp Road from Turkey Farm Road to Wheatcroft Road North
 - Wheatcroft Road North from Henderson Camp Road to eastern terminus of Wheatcroft Road North/beginning of Locust Drive
 - Locust Drive from western terminus of Locust Drive to Glass Road
 - Glass Road from Locust Drive to Highway 188 (Alabama's Coastal Connection)
 - Highway 188 from Glass Road to Bayou La Batre
-

Zone B.5 – Alabama

Western Boundary: Hemley Road from northern shore of Gulf of Mexico to Patrusky Road

Southern Boundary: Northern shore of Gulf of Mexico

Eastern Boundary: Western shore of Mobile Bay

Northern Boundary:

- Patrusky Road from Hemley Road to Gwodz Road
- Gwodz Road from Patrusky Road to Old Rock Road
- Old Rock Road from Gwodz Road to Highway 59 (Alabama's Coastal Connection)
- Highway 59 from Old Rock Road to Highway 188
- Highway 188 from Highway 59 to Highway 193 (Dauphin Island Parkway)
- Highway 193 (Dauphin Island Parkway) from Highway 188 to Jones Road
- Jones Road from Highway 193 to eastern terminus of Jones Road/ Mobile Bay

EXHIBIT 10

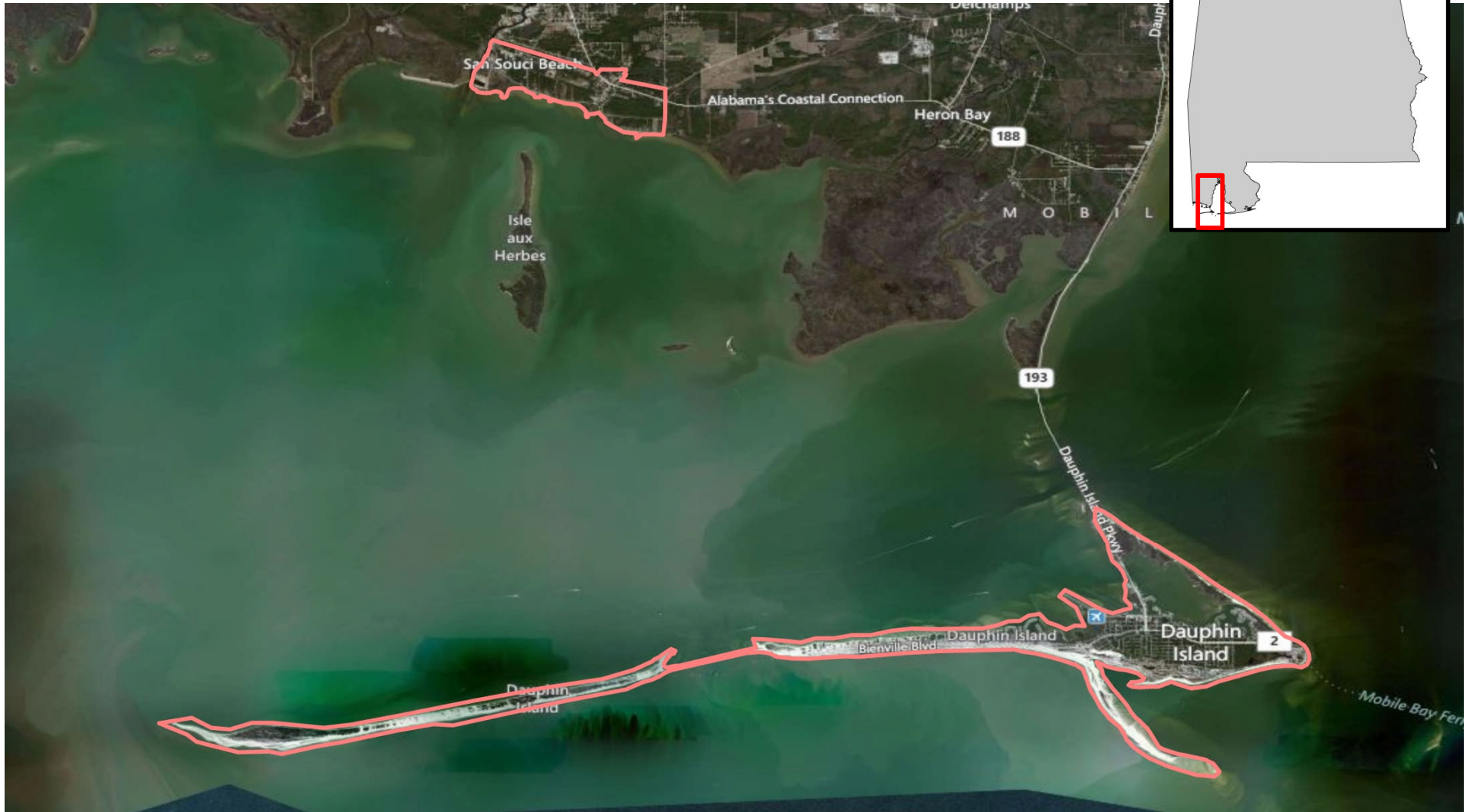
Zone A.1 - Louisiana



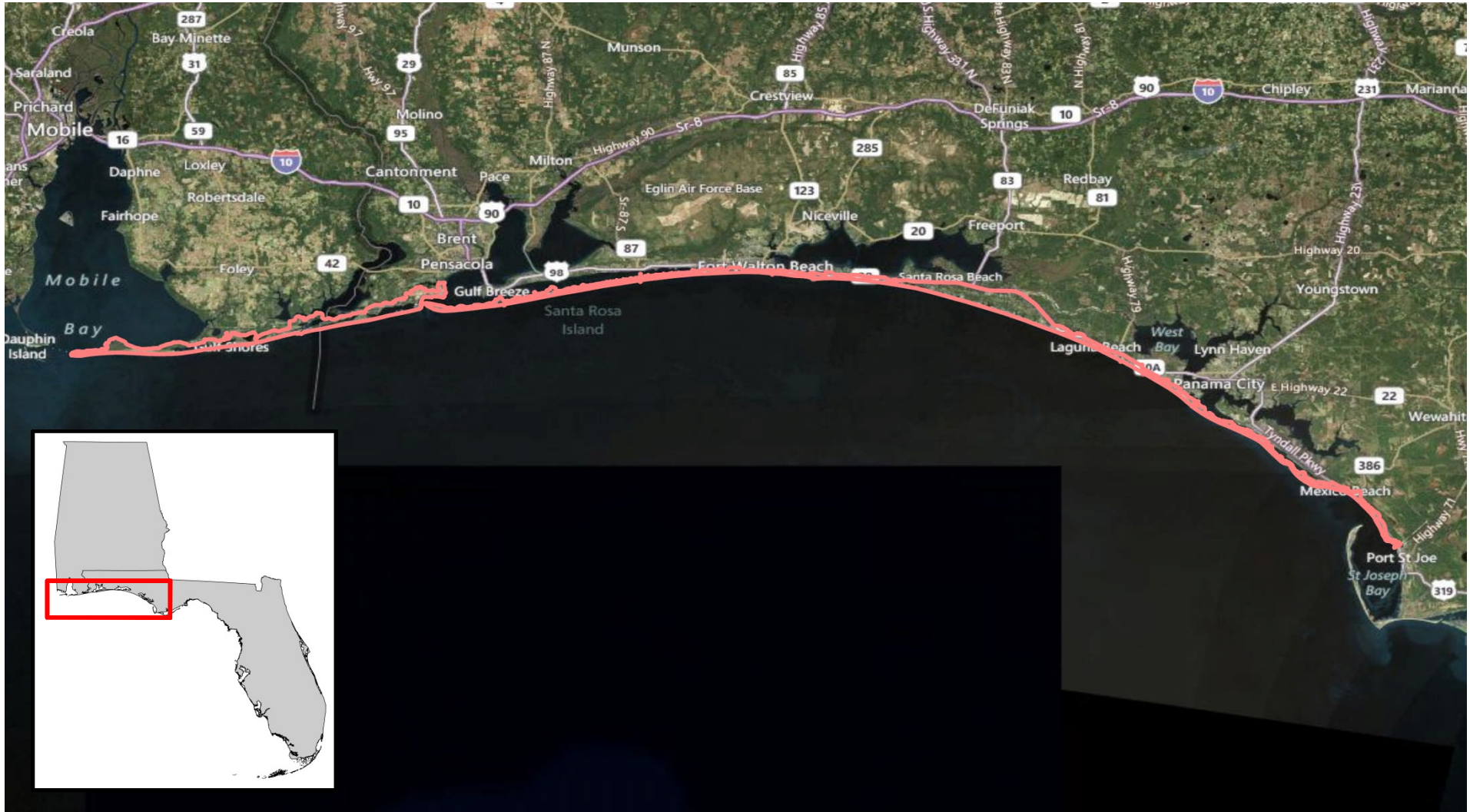
Zone A.2 - Mississippi



Zone A.3 - Alabama



Zone A.4 – Alabama/Florida



Zone A.5 – Florida



EXHIBIT 11

Zone B.1 - Louisiana



Zone B.2 - Louisiana



Zone B.3 – Louisiana/Mississippi



Zone B.4 – Mississippi/Alabama

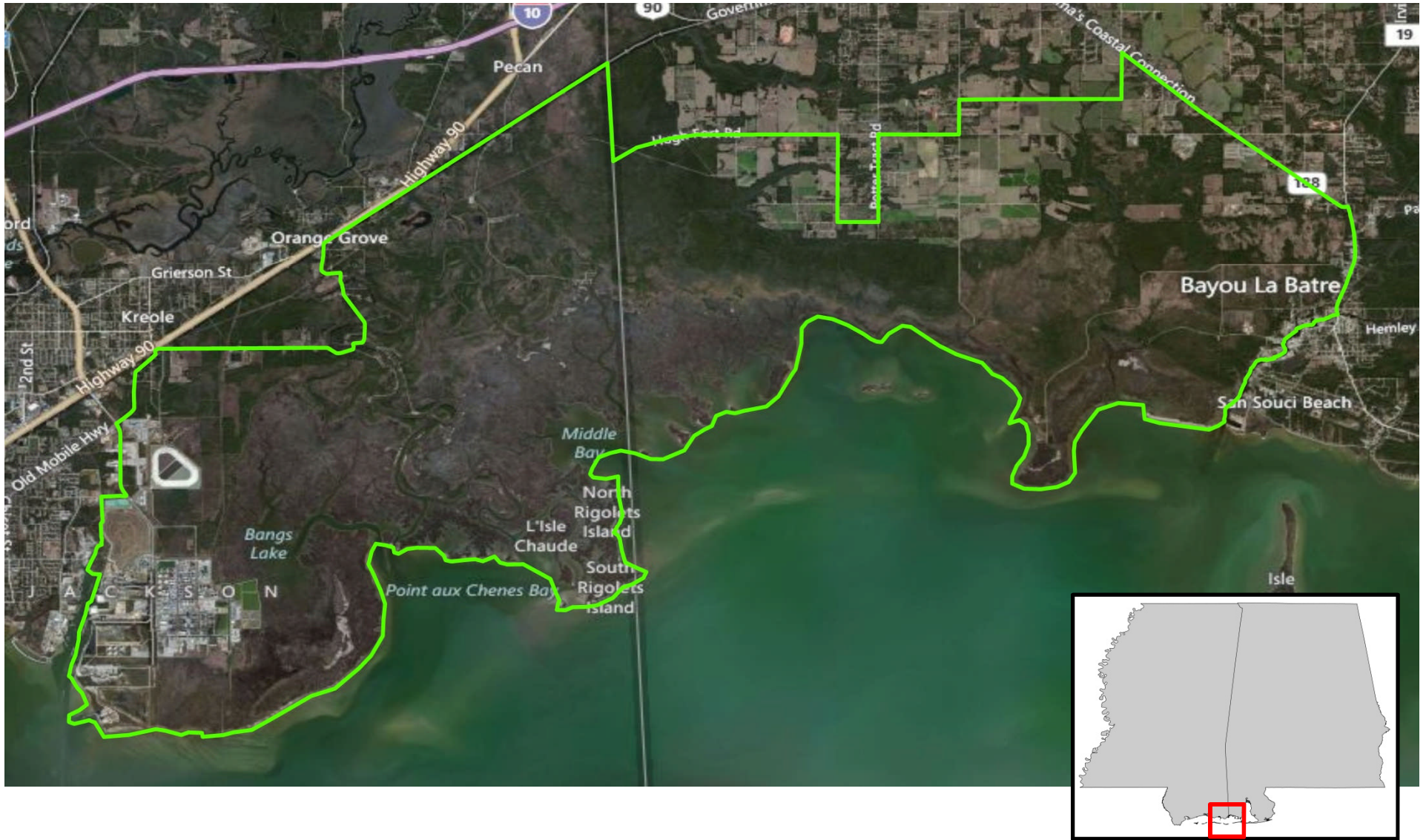


EXHIBIT 12

Components of the PERIODIC MEDICAL CONSULTATION PROGRAM

Medical Evaluation

Comprehensive medical, occupational and environmental history, and physical examination including vision screening.

Blood / Urine Tests

(To be performed at the discretion of the Program physician performing the examination, taking into account the individual's age, reported symptoms, personal and family history, and clinical presentation. Young children may not be able to perform blood/urine tests.):

- Complete blood count (CBC) automated to include hemoglobin (Hgb), hematocrit (HCT), red blood cell (RBC) indices, white blood cell (WBC) count with differential, and platelet count
 - Comprehensive metabolic panel to include serum glucose, calcium, human serum albumin, serum total protein (TP), sodium, potassium, carbon dioxide (CO₂), chloride, blood urea nitrogen (BUN), creatinine, alkaline phosphatase (ALP), alanine amino transferase (ALT or SGPT), aspartate amino transferase (AST or SGOT), and bilirubin
 - b-2 micro globulin (urine)
 - Gamma glutamyl Transferase (also known as Gamma-glutamyl Transpeptidase; GGTP)
 - Urinalysis automated with microscopy
 - C-reactive protein, high sensitivity (hs-CRP)
 - Hemoglobin A1c (HgBA1c)
 - Lipid panel (including total cholesterol, triglycerides, HDL cholesterol, non HDL cholesterol and calculated LDL)
 - Fecal occult blood test (FOBT) high sensitivity (for adults 50 years old and over)
 - Prostate-specific antigen (PSA) (for males 40 years old and over)
-

Cardiac/Respiratory Tests

(To be performed at the discretion of the Program physician performing the examination, taking into account the individual's age, reported symptoms, personal and family history, and clinical presentation. Young children may not be able to perform cardiac/respiratory tests.):

- 12-lead electrocardiogram (EKG, ECG) - resting
- Spirometry (baseline and, if indicated, post bronchodilator)
- Pulse oximetry
- Chest x-ray
- Six minute walk test (for individuals with clinical indication of dyspnea (shortness of breath or difficulty breathing))

Description of Components of the PERIODIC MEDICAL CONSULTATION PROGRAM

Medical Evaluation

Initial comprehensive preventive medicine evaluation and management of an individual including an age and gender appropriate history, examination, counseling/anticipatory guidance/risk factor reduction interventions, and the ordering of appropriate immunization(s), laboratory/diagnostic procedures, new patient.

Current Procedural Terminology (CPT) codes:

- Child 1-4 years old = 99382
 - Child 5-11 years old = 99383
 - Adolescence 12-17 years old = 99384
 - Adult 18-39 years = 99385
 - Adult 40-64 years = 99386
 - Adult ≥ 65 years = 99387
-

Blood / Urine Tests

The following outlines the list of tests available to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, to be performed at the discretion of the Program physician performing the examination, taking into account the individual's age, reported symptoms, personal and family history, and clinical presentation. Young children may not be able to perform blood/urine tests.

- Complete blood count (CBC) automated to include hemoglobin (Hgb), hematocrit (HCT), red blood cell (RBC) indices, white blood cell (WBC) count with differential, and platelet count.
 - For all ages
 - CPT code = 85025

 - Comprehensive metabolic panel to include serum glucose, calcium, human serum albumin, serum total protein (TP), sodium, potassium, carbon dioxide (CO₂), chloride, blood urea nitrogen (BUN), creatinine, alkaline phosphatase (ALP), alanine amino transferase (ALT or SGPT), aspartate amino transferase (AST or SGOT), and bilirubin.
 - For all ages
 - CPT code = 80053
-

- b-2 micro globulin (urine)
 - For all ages
 - CPT code = 82232

 - Gamma glutamyl Transferase (also known as Gamma-glutamyl Transpeptidase; GGTP)
 - For all ages
 - CPT code = 82977

 - Urinalysis automated with microscopy
 - For all ages
 - CPT code = 81001

 - C-reactive protein, high sensitivity (hs-CRP)
 - For all ages
 - CPT code = 86141

 - Hemoglobin A1c (HgBA1c)
 - For all ages
 - CPT code = 83036

 - Lipid panel (including total cholesterol, triglycerides, HDL cholesterol, non-HDL cholesterol and calculated LDL)
 - For all ages
 - CPT code = 80061

 - Fecal occult blood test (FOBT) high sensitivity
 - For adults 50 years old and over
 - CPT code = 82270

 - Prostate-specific antigen (PSA)
 - For males 40 years old and over
 - CPT code = 84153
-

Cardiac/Respiratory Tests

The following outlines the list of tests available to the MEDICAL BENEFITS SETTLEMENT CLASS MEMBER, to be performed at the discretion of the Program physician performing the examination, taking into account the individual's age, reported symptoms, personal and family history, and clinical presentation.

- Electrocardiogram (EKG, ECG) - resting
 - Lowest age limit at the discretion of the treating physician.
 - CPT code = 93000
 - Routine ECG with at least 12 leads with interpretations and report.

 - Spirometry
 - For ages ≥ 7 years old
 - CPT codes:
 - Baseline:
 - Spirometry, including graphic record, total and timed vital capacity, expiratory flow rate measurement(s), and/or maximal voluntary ventilation (94010)
 - With post bronchodilator:
 - Pre and post spirometry, also charge for bronchodilator (94060)
 - Administration of bronchodilator; aerosol or vapor inhalations for sputum mobilization, bronchodilation, or sputum induction for diagnostic purposes; initial demonstration and/or evaluation (94664)
 - Meeting American Thoracic Society criteria (ATS 2005)

 - Pulse oximetry (resting)
 - For ages ≥ 7 years old
 - CPT codes:
 - Noninvasive ear/pulse oximetry single determination (94760)

 - Chest x-ray, two views, frontal and lateral
 - CPT code = 71020

 - 6-minute walk test
 - For individuals with clinical indication of dyspnea (shortness of breath or difficulty breathing)
 - CPT code =
 - Pulmonary stress testing; simple (e.g., 6-minute walk test, prolonged exercise test for bronchospasm with pre- and post-spirometry and oximetry) (94620)
-

EXHIBIT 13

GULF REGIONAL HEALTH OUTREACH PROGRAM PRIMARY CARE CAPACITY PROJECT

I. EXECUTIVE SUMMARY

A. Purpose

The purpose of the Primary Care Capacity Project (“PCCP” or the “Project”) of the Gulf Regional Health Outreach Program (the “Outreach Program”) is to expand access to integrated high quality, sustainable, community-based primary care with linkages to specialty mental and behavioral health, and environmental and occupational health services in coastal Alabama, the Florida panhandle, Louisiana, and Mississippi. To achieve this purpose, the Project will establish a regional health partnership across coastal counties in these four states that aims to improve the capacity and infrastructure for delivering quality health care to the residents of this region.

Gulf Coast residents face health care challenges that are severe and specific to the particular geography, demography, and economy of this region. In recent years, vulnerability of this region to natural and man-made disasters has exposed the lack of an adequate healthcare infrastructure. For rural residents in particular, proximity to facilities, cost of treatment, and lack of insurance and transportation make access to quality primary care, behavioral and mental health services, and environmental medical services an ongoing problem. Cultural and language barriers also impact health seeking behavior across these communities. Access is further compromised because existing community health clinics are often overburdened and experience difficulty hiring and retaining health care providers. These challenges were exacerbated following the hurricanes over the last two decades, and the recent Deepwater Horizon oil spill, and have never been fully addressed.

B. Sustainability

From this five-year investment in the regional primary care health system, participating coastal communities will have greater prospect for sustainable community health centers with expanded capacity and a regional health information infrastructure to support them into the future. Community Health Centers (“CHCs”) will advance towards becoming more efficient and financially sustainable through: 1) using the “patient centered medical home” (“PCMH”) “whole person” approach to delivering integrated services; 2) improving quality of care and business operations; and 3) enhancing patient-referral relationships with specialty and social services providers.

Coastal communities will have an unusually comprehensive assessment of health needs and assets and CHCs will also be better prepared for disasters, have improved resiliency and be able to align their efforts around health and safety priorities,

to enhance the prospects for thriving, healthy and sustainable communities over the long term.

C. Target Populations

The target population of the PCCP is residents, especially the uninsured and medically underserved, of the 17 coastal counties and parishes in Alabama (Mobile, Baldwin), Florida (Escambia, Santa Rosa, Walton, Okaloosa, Bay), Louisiana (Orleans, Jefferson, St. Bernard, Plaquemines, Lafourche, Terrebonne, Cameron) and Mississippi (Hancock, Harrison, Jackson).

D. Partnerships and Collaborations

As the hub for the Outreach Program, the PCCP will be directed by the Louisiana Public Health Institute (“LPHI”), with support from the Alliance Institute. LPHI will work closely with the other Outreach Program participants – the University of South Alabama, The University of Southern Mississippi, the University of West Florida, Louisiana State University Health Sciences Center (“LSU”) and Tulane University School of Public Health and Tropical Medicine (“Tulane”) – to ensure that the PCCP, Community Health Worker Training Project (“CHWTP”), Environmental Health Capacity and Literacy Project (“EHCLP”), and Mental and Behavioral Health Capacity Project (“MBHCP”) are integrated into the facilities funded by the PCCP. The PCCP will have as one of its goals ensuring coordination and integration of these various projects.

To facilitate the integration and coordination of the Outreach Program projects, the Outreach Program Coordinating Committee has been established. This Committee, with members jointly appointed by BP and Medical Benefits Class Counsel, will consist of representatives from each of the Outreach Program projects, as well as other representatives from the Gulf region and national public health leaders. The PCCP will have up to three representatives on the Committee.

For all components of the PCCP, LPHI will also identify and collaborate with key state level and local community-based organizations in all four states and subcontract when appropriate. This will ensure that regional health interests and needs unique to Gulf Coast communities and Outreach Program activities are aligned and integrated.

LPHI’s senior leadership has long-standing close relationships with public health officials and experts in Alabama, Louisiana, Mississippi, and Florida, each of whom will be instrumental in identifying and recruiting other key state and local organizations to participate in the PCCP. LPHI will partner with state organizations whose mission, competencies and organizational relationships are aligned with the goals of this project and will collaborate with these partner organizations on planning and implementation of various aspects of the PCCP, such as: 1) conducting the regional community health assessment; and 2) providing technical assistance and consultation to the CHCs, brokering linkages to other partners and aligning with existing state and community

resources. In addition, at the local level, the Alliance Institute, under direction from LPHI, will contract with community-based organizations to assure community participation in the regional health assessment and to build local coalitions in support of the CHCs.

II. BACKGROUND AND RATIONALE

Gulf coastal communities are distinctive in many ways when compared to their inland counterparts. These distinctions relate to the demographics, economies, employment patterns, infrastructure, services capacity and hazards to community safety and welfare. In addition, much of the central Gulf coastal region is rural in make-up, with transportation issues related to distance, back roads and bridges or ferries, which can create barriers to accessing health services. Also, a significant proportion of people are employed at low wages, without benefits, in service support roles for the coastal tourism and hospitality industry.

With regard to community hazards, when compared to their inland counterparts, coastal communities face a significant risk profile for both natural and man-made perils. Natural risks relate in great part to those posed by severe tropical weather. Man-made risks relate to explosion, fire and toxic exposure to the environment from petrochemical activities and commerce, which are common to coastal communities.

The existing regional infrastructure of community health centers plays a critical role in addressing health care inequalities, but current limited resources cannot meet the widespread needs of the Gulf Coast. Building and expanding this infrastructure by using the Federally Qualified Health Center ("FQHC") model has many advantages for communities and the long-term viability of health centers. FQHCs are non-profit entities that provide high-quality primary, behavioral, preventive, dental, and pharmacy services to more than 23 million people nationwide at 8,000 sites. In addition, they must function as PCMHs, deliver care in a culturally competent manner and provide enabling services such as transportation, translation, case management, and other support services. They are regulated and funded by the federal government, required by law to provide care to anyone regardless of their ability to pay, governed by community boards, and must report regularly on finances, quality of care, and operations.

III. OBJECTIVES AND KEY COMPONENTS

I. Objectives

These are the Objectives and Key Components of the Project:

- Regional Community Health Assessment
 - Comprehensive regional assessment of community health needs to inform priority-setting, policy-making, assets cataloguing, health

strategy development and baseline for setting community health objectives and measuring change over time.

- Community Health Clinic Capacity Building
 - Expanded access to integrated, sustainable community-based primary care and linkages to specialty mental and behavioral health, and environmental and occupational health services.
 - Improved quality and effectiveness of health care services consistent with evidence-based practice and PCMH model.
 - Improved sustainability of community health clinics as business entities and increased organizational capacity based on the FQHC and PCMH models.
 - Establishment of a regional care collaborative that supports integration of services, sustainability of systematic changes and collaboration among providers as a group.
 - Improved community disaster preparedness and resilience.

- Community Engagement
 - Increased community engagement and resident participation in local community health planning efforts.
 - Enhanced understanding by residents and leaders about the health of the community, services integration for “whole person” approach to health care and environmental health dynamics and services.

II. Key Project Components

- Regional Community Health Assessment (“CHA”)
 - Rapid Local CHAs
 - Comprehensive Regional CHA

- Building Community Health Clinic Capacity
 - Primary Care Clinics as the PCMH
 - ❖ Integrated Primary Care Behavioral Health Services
 - ❖ Bi-directional Specialty Referral and Consultation
 - ❖ Collaboration with the EHCLP Community Health Worker Network
 - Regional Care Collaborative
 - Technical Assistance and Training (“TAT”)
 - ❖ Quality Improvement and Financial Management TAT
 - ❖ Health Information Technology TAT

- Community Engagement
 - Local Community Participation in Regional CHA and Feedback to CHCs
 - Funding and Technical Assistance to Community-Based Organizations (“CBO”)
 - ❖ Outreach and Engagement
 - ❖ Coalition Development
 - ❖ Local Support for CHC Sustainability
 - Health Literacy
 - ❖ Health Literacy Materials Related to Primary Care
 - ❖ Community Health Worker Recruitment and Coordination with CBOs

IV. PROJECT ACTIVITIES

A. Regional Community Health Assessment

I. Rapid Local Community Health Assessments

Prior to awarding funding in the three pre-identified communities in Alabama, Louisiana and Mississippi and a yet to be determined community in the Florida panhandle, LPHI will work with state partner organizations to conduct rapid local CHAs. The purpose of this rapid CHA is to further define and verify community health needs and gaps in health care services that will inform specific funding priorities in those communities.

II. Comprehensive Regional Community Health Assessment

LPHI will coordinate with state public health and community-based organizations across all four states to conduct a comprehensive community health assessment during the first program year. Working closely with these groups, LPHI will bring together residents, local community leaders and health professionals and the coordinators of the other Outreach Program projects to understand the health needs and existing capacities of communities across the region.

This assessment is essential to targeting the highest need communities and informing subsequent funding of healthcare organizations and community-based organizations in the region. The specific goals of the CHA include identifying:

- Community health assets, needs, and challenges across the region;
- Current capacity and gaps of the region’s health care delivery system; and

- Key community health issues and concerns of residents regarding health and well-being.

LPHI proposes a two-level approach for community health assessment. This systematic and comprehensive approach will assess the existing capacity of the health system and the broader social context for health in order to lay the foundation of a thoughtful, community-focused, evidence-based, and integrated plan of action. The assessment will also establish baseline data for participating Outreach Program communities and clinics and increase community engagement.

The first level of assessment will consist of a comprehensive quantitative analysis of existing (secondary) data sources related to population and demographic trends, existing health outcome and disparities data, community health care needs, barriers to care, and environmental health issues, based on indicators developed by the Catholic Health Association. Wherever possible, GIS mapping will be used to produce thematic and/or point maps. Potential datasets to be analyzed include: Gulf States Population Survey¹ (results to be available February, 2012); Behavioral Risk Factor Surveillance System (“BRFSS”); vital statistics; FQHC, clinic, and hospital data as available; other state and local datasets, to be identified by the state partner organizations.

The second level of assessment will focus on the health delivery system characteristics, such as number and location of primary care and behavioral health clinics, type of health care professionals at each location, inventory of available health services, hours of operation, linkages to other social services, and information technology capacity. LPHI may also employ established PCMH and clinical transformation assessment tools currently being used in a learning collaborative with primary care practices in the Greater New Orleans area as part of the Crescent City Beacon Community.

Primary, qualitative data collection will be conducted regionally and at the community level in order to supplement, validate, and prioritize the quantitative analysis. State and local organizations will be key partners in completing primary data collection. Special attention will be given to vulnerable and/or underserved populations. Potential methods to be used include key informant interviews, focus groups, and town hall/community meetings. LPHI will work with the Alliance Institute and other community-based organizations to ensure local community participation and input into LPHI’s efforts. Through this community engagement and outreach process, the Alliance

¹ “...telephone survey to be conducted monthly for a one-year period, from December 15, 2010 to December 15, 2011, in selected Gulf coast counties affected by the oil spill. The survey includes questions taken from the ongoing BRFSS as well as additional questions taken from standardized scales or from other surveys designed to measure anxiety, depression, and potential stress-associated physical health effects.” - http://www.cdc.gov/OSELS/ph_surveillance/gsp.html

Institute and other community groups, working under the coordinating efforts of LPHI, will directly support the overall goals of the Project.

The final component of primary data collection will be a survey or similar assessment of all local health service providers to determine patient population, catchment area, gaps in services and population, and workforce density. The results of the CHA will be disseminated widely among the Outreach Program partners and coastal communities. This evidence-based data will be useful not only in implementing the Outreach Program, but also in formulating additional health-related projects that will attract other funding to the region.

B. Building Community Health Clinic Capacity

After meeting with coastal communities in 2011, the Alliance Institute and the Robert F. Kennedy Center for Justice and Human Rights identified four Gulf Coast communities experiencing significant barriers to accessing primary and behavioral health services. Representing coastal Louisiana, Mississippi, Alabama, and the New Orleans Vietnamese community, along with a yet-to-be-determined Florida panhandle community, these communities can be fast-tracked for assessment and funding. Prior to awarding funds to community health centers in these communities, LPHI will work with state partner organizations to conduct rapid local CHAs to further define and verify community health needs and gaps in health care services that will inform specific funding priorities in those communities.

Subsequent to the comprehensive regional CHA and input from key stakeholders across the region, LPHI will award funds to eligible health care providers in target high need communities to provide primary and behavioral and mental health services, to address health needs identified by the CHA. LPHI will also develop specific program goals, design concepts, priority funding areas, provider eligibility criteria, allowable expenditures (i.e., technology, staffing, capital improvements), and award requirements.

Equitable geographic distribution of funding across the region with input from the state partner organizations will be a key guiding principle. In target communities where there is community consensus around which specific service provider can best address the unmet need and the provider meets the program eligibility requirements, grants will be fast-tracked for funding. In those communities where multiple eligible providers exist, LPHI will select a service provider through a facilitated community dialogue or another mechanism, for transparent and effective allocation of funds, which may include an open Request for Proposal (RFP) process.

Potentially eligible clinic/sub-awardees may include, but are not limited to: 1) not-for-profit primary care clinics; 2) community health centers; 3) FQHC and FQHC look-alikes; 4) outpatient clinics of hospitals and universities established specifically for the purpose of providing primary care in the context of PCMH; 5) National Health Service Corps sites in Federally-designated Health Professional Shortage Areas

("HPSAs"); 6) primary care clinics operated by charitable organizations, including faith-based organizations; 7) other clinic entities (faith-based or otherwise) and primary care providers whose specific mission is to provide primary care, but that do not formally fall within the more discrete and identifiable categories mentioned above. In such case where no viable not-for-profit candidate is available, then a for-profit primary care provider may be considered for funding, upon agreement of the terms of the Outreach Program.

1. Primary Care Clinics as Patient Centered Medical Homes

The PCMH model is a patient-driven, team-based approach that delivers efficient, comprehensive and continuous care through active communication and coordination of health care services and patient engagement. It focuses on prevention, comprehensive care, chronic disease management and close coordination with specialty care providers. In demonstration projects around the country, it has been associated with improved health outcomes, high quality of care, better efficiency, and lower costs. This model has been widely endorsed by providers, policy-makers, purchasers, payers, and consumer groups as vital to healthcare transformation efforts in our country and will contribute to improved population health. Aligning care delivery to the PCHM model is vital towards improving the overall health of the residents of the Gulf Coast, and will contribute greatly to the long-term sustainability of primary care providers by enabling them to transition to more performance-based payment systems. It will also serve as a model for other medically underserved regions of the country.

Services provided by PCMH CHCs may include: 1) family medicine, internal medicine, general practice, pediatrics, obstetrics, gynecology and occupational and environmental medicine; 2) diagnostic laboratory and radiological services; 3) preventive health services, including: prenatal and perinatal services; appropriate cancer screening; well-child services; immunizations; screenings for elevated blood lead levels, communicable diseases and cholesterol; pediatric eye, ear, and dental screenings to determine the need for vision and hearing correction and dental care; mental health prevention and screening services; and voluntary family planning services; 4) dental services; 5) optometric services; 6) psychiatry, mental health and/or substance abuse screening, assessment, counseling, referral, treatment, follow-up services and consultation; and 7) other services provided directly or paid for by the primary care clinic setting, such as emergency medical or mental health services, pharmacy services, patient care and case coordination/management services.

PCCP funding to community health centers will emphasize strategic investments in clinical systems and technology enhancements (i.e., HIT, tele-health) that contribute to centers performing as a high-functioning PCMH. Funds may also be used for building renovations although not for new construction. In addition, LPHI, state partner organizations and consultants will provide technical assistance, training and peer-to-peer learning through the PCCP regional partnership to assist CHCs in these efforts. In further defining the PCCP, consideration will also be given to including funding

incentives to CHCs who achieve recognition by the National Committee for Quality Assurance (“NCQA”) as a PCMH.

2. Integrated Primary Care Behavioral Health

Several studies have shown the devastating effect of recent disasters on the mental and behavioral health of populations living in and around the Gulf Coast region and the lack of behavioral health services available to meet that need. Often, the presence of co-occurring physical and behavioral health conditions such as depression work to aggravate chronic diseases such as diabetes. The majority of individuals with a behavioral health condition first present or seek treatment in the primary care setting. Nationwide, there is a growing movement to integrate general medical and behavioral health services in order to treat patients with co-morbid physical and behavioral health conditions, which typically account for higher medical costs.

Integrated primary care and behavioral health services in the PCMH model are critical to addressing the region’s unmet mental and behavioral health needs in a sustainable way. The PCCP seeks to assist CHCs to build more capacity to screen, treat, diagnose and follow-up with patients with behavioral (mental health and/or substance abuse) conditions in an integrated fashion within the primary care setting. Through the PCCP regional partnership, LPHI, state partner organizations, and consultants will provide technical assistance, training and peer-to-peer learning to assist CHCs in these efforts. In implementing the PCCP, LPHI will also consider including funding incentives to reward CHCs which achieve certain levels of onsite or tele-health primary care behavioral health integration.

3. Bi-Directional Specialty Referral and Consultation

Another key aspect of the PCMH model is bi-directional specialty referral and consultation. LPHI will coordinate closely with the two separately funded Outreach Program projects, Mental and Behavioral Health Capacity Project (“MBHCP”) and Environmental Health Capacity and Literacy Project (“EHCLP”), to facilitate bi-directional referrals and consultation between CHC providers and specialists in the behavioral health and environmental health specialty networks, respectively.

As proposed by Mental and Behavioral Health Capacity Project, while integrated primary care behavioral health services are being established and expanded in CHCs, primary care providers will be able to refer patients in need of behavioral health to the MBHCP behavioral health specialty network. During the first two years, supplemental therapeutic treatment services will be provided by the MBHCP network to address the immediate mental and behavioral health needs indicated by psychosocial assessments. Supplemental treatment services include supportive strength based services, consultation, training, education, counseling, psychotherapeutic, tele-psychiatry and psychiatric treatment. Over all five years of the Outreach Program, the MBHCP network will provide longer-term supportive services including assessments, school-based

programs, resilience building, time limited interventions, support groups for residents and consultations, trainings, and education for clinical providers.

The Environmental Health Capacity and Literacy Project's regional environmental health specialty network of occupational/environmental physicians will provide peer consultation to the primary care providers regarding individual patients presenting with conditions potentially related to environmental exposure. When indicated, specialists will provide an environmental health clinical evaluation in consultation with the primary care provider to develop a patient-tailored trajectory of care through referral back into the patient's PCMH.

4. Collaboration with EHCLP Community Health Worker Network

The PCCP will work closely with the other Outreach Program partners to ensure that the community health workers ("CHWs") trained by the Community Health Worker Training Project ("CHWTP") will serve as the bridge linking residents to the community health clinics and behavioral and environmental specialty networks. LPHI will collaborate with the CHWTP to develop the primary care module for the CHW training curriculum. The Alliance Institute will coordinate with environmental health and other community partners to identify community members in each health center "footprint" for recruitment into Community Health Worker Program. Where appropriate and feasible, CHWs will be based out of CHCs, with their salaries and benefits paid for by the EHCLP.

5. Regional Care Collaborative

LPHI is committed to enhancing the quality, efficiency, and sustainability of healthcare services provided by a wide array of Gulf Coast health care providers across the continuum of care. To that end, LPHI proposes to develop a cross-sector partnership across coastal Louisiana, Mississippi, Alabama and the Florida panhandle that aims to improve the capacity and infrastructure for delivering quality healthcare to the residents of this entire region. Based on the PCMH model of providing integrated primary care and behavioral health services, the Gulf Health Care Collaboration ("GHCC") will be formed with representation from health care providers in the region, including the Outreach Program-funded clinics. LPHI and state partner organizations will convene GHCC to establish strategic priorities and an action plan to implement comprehensive, far-reaching, and sustainable improvements in the healthcare delivery system for the residents of this region. LPHI and state partner organizations will facilitate regular communications among GHCC participants, developing communication tools (e.g., a website, "listserv," et cetera), hosting periodic meetings and joint training and continuing education sessions, and encouraging other opportunities to interact and collaborate with each other. Technical assistance will play an essential role in these efforts. These activities will also be integrated with broader community development actions related to behavioral and environmental health and other social services.

6. Technical Assistance and Training

LPHI has proven experience in providing technical assistance to primary care practices to improve clinical and operational processes and received a National Quality Award by NCQA in 2010. Based on the strategic priorities established collectively by the GHCC, LPHI and state partner organizations will coordinate and/or provide an ongoing continuum of technical assistance and training (“TAT”) tailored to each clinic and the specific community it serves. The broad technical assistance goals are to build organizational capacity, to improve the quality and efficiency service delivery, and to plan for sustainability. TAT will include, but is not limited to: quality improvement; finance and operations; using health information technology to enable clinical transformation for improved population management; data collection and analytics to inform continuous quality improvement; and community health assessment and planning.

7. Quality Improvement and Financial Management Technical Assistance

For this project, PCCP seeks to increase capacity for clinics to provide high quality care by offering a full range of technical assistance in the areas of: primary care transformation, PCMH, primary care behavioral health integration, workflow redesign, chronic care management, standardized, evidence-based care, innovative technologies, population management, care teams and care coordination, patient self-management, cultural competency, and performance monitoring through measurement.

Many health centers struggle with sustainability and capacity for expansion due to operational inefficiencies, staffing and facility constraints, and poor financial management and internal controls. Technical assistance in the area of finance and operations is vital for creating a network of stable, sustainable and responsive health care entities across the Gulf Coast. Specific areas of technical assistance may include: financial and operational management, revenue cycle, billing and collections, ICD-10 procedure codes, recruitment and retention, credentialing, operational budgeting, grants management and compliance, contractual/affiliation agreements, financial performance reporting, strategic planning and preparation for health care financing reform and insurance expansion. The intended outcomes include: stronger more diverse revenue streams, lower costs, increased efficiency, and improved quality of care.

8. Technology-enabled Coordination

LPHI has experience in helping providers, particularly community health clinics, with care coordination and referrals through the adoption and optimization of electronic medical records (“EMR”) systems and connecting hospitals and clinics through health information technology (“HIT”). In collaboration with designated state HIT Regional

Extension Centers in Alabama, Florida, Louisiana, and Mississippi, LPHI will provide technical assistance on adoption and optimum use of electronic medical records in primary clinics to help them manage their patient populations effectively, use their resources efficiently, and employ clinical decision support systems in the electronic medical record systems. Technical assistance will also be available to primary clinics that do not have electronic records, to select, adopt, and test implementation of EMRs. Primary care physicians will also benefit from the use of Direct Project, which allows for secure, standards-based exchange of clinical summaries between trusted entities. LPHI will work with each of the primary clinics to help them use PCCP grant funds to develop interfaces and design workflows with local hospitals or health information exchange (“HIE”) for care coordination and patient referral. Clinics that do not have such options will be offered to connect to the Greater New Orleans Health Information Exchange to benefit from services available through the HIE which includes an extensive disease management component.

C. Community Engagement

1. Local Community Participation in Regional CHA and Feedback to CHCs

Through community engagement and outreach efforts, the Alliance Institute and other community-based organizations (“CBOs”), working with the Alliance Institute, under the direction of LPHI or through one of its state partner organizations, will support LPHI’s efforts by directing local community participation and input into the Regional CHA and health planning process. Special attention will be given to engaging vulnerable and/or underserved populations in surveys, key informant interviews, focus groups, and town hall/community meetings. CBOs will also facilitate ongoing dialogue between health care providers and local community partners to encourage greater participation of marginalized communities in the current and future decisions regarding access to health care.

2. Funding and Technical Assistance to Community-Based Organizations

The Alliance Institute and other partner organizations throughout the region, under the direction of LPHI, will provide funding and technical assistance to CBOs, to build local capacity, identified initially in the community health assessment process, and to support health-related outreach and engagement efforts in the Outreach Program projects. Closely coordinated with LPHI and the other Outreach Program project leaders, the Alliance Institute will provide technical assistance and training to CBOs on outreach and community engagement methodologies, coalition development and maintenance, and engagement of key decision makers, all for the purposes of collecting information about the health needs of their communities and disseminating information about the local health centers and other health-related issues.

3. Health Literacy

The Alliance Institute will work with LPHI and the other Outreach Program projects to develop health literacy materials to be used by other Outreach Program projects, including CHWs, to educate residents and community leaders about the health of their community, services integration for "whole person" approach to care and environmental health dynamics and services. In addition, the Alliance Institute will coordinate with the project leaders at Tulane and the University of South Alabama to identify and recruit community members into the Community Health Worker Training Project and EHCLP.

V. PROJECT ASSESSMENT

LPHI will develop and implement a comprehensive monitoring system to ensure that the PCCP program operates according to plan and that information is disseminated back to partners for continuous quality improvement. Monitoring activities will focus primarily on PCCP program objectives and activities. Specifically, evaluation will focus on: 1) building capacity in community health clinics, and 2) community engagement. Measures will be developed around program activities including the PCMH implementation, regional care collaborative, technical assistance and training, and community engagement activities.

LPHI will work closely with state and local partners, as well as with funded CHCs, to establish baseline measures and feasible data collection methodologies. We propose piloting and establishing these methods in year one, with the first group of funded clinics in order to streamline processes for years two through five. In addition, the LPHI team will conduct an initial assessment of data collection and reporting capacity of clinics. This will partly be completed through the regional CHA, and will be expanded upon with selected clinics. Additionally, LPHI has experience with web-based reporting systems and intends to implement such a system with the funded clinics. Web-based reporting will facilitate both timely collection of data, and reporting to stakeholders and funders.

VI. PROJECT MANAGEMENT AND ORGANIZATIONAL BACKGROUND

A. Project Management

LPHI will serve as the lead entity and administrative and programmatic home for PCCP. It will provide overall direction and will be responsible for the day-to-day grants management, and communication and coordination among grantees, communities, state partners, community-based organizations (including the Alliance Institute), consultants and other key stakeholders. In consultation with key partners, LPHI will establish a strong grant monitoring and program evaluation system with protocols to ensure that LPHI personnel, the Alliance Institute and other subcontractors and grantees are accountable through periodic financial and programmatic reports to

document grant-related expenditures and demonstrate achievement of project deliverables and milestones. In addition, LPHI will work with the Outreach Program state partners to develop an information technology infrastructure to facilitate capture of clinical data, quality data reporting and future tele-health applications.

LPHI will develop the necessary program elements to implement the project effectively and accountably, to administer the grants and to manage the overall grant activities, including: hiring staff and purchasing equipment; developing and monitoring contracts with the individual CHCs and project partners (including state partner organizations, the Alliance Institute, other CBOs, et cetera), and implementing a periodic cost reimbursement process to pay grantees; and developing and implementing programmatic and financial monitoring processes to track information for grant reporting purposes for all participants in the Project.

LPHI will implement an appropriate financial monitoring plan to provide reasonable assurance that grant funds are spent by LPHI, the Alliance Institute and other sub-grantees and contractors in accordance with the agreed upon grant terms and conditions. While not limited to the following, this plan will, at a minimum, require recipient clinics to submit the following documents, which will be reviewed and audited by LPHI staff on an on-going basis:

- Budget outlining proposed uses of grant funds
- Periodic "Budget vs. Actual" reports
- Detailed General Ledger Reports
- Supporting documentation for charges selected for testing
- A copy of its annual independent audit report

Additionally, LPHI will implement a formal approval process to ensure that large equipment items and/or expenditures related to capital projects are procured in a manner which is in keeping with business best practices.

Finally, LPHI will facilitate regular communication among its state partner organizations. LPHI and its state partners will collaborate on their Project-related efforts, providing information, assistance and support, as needed, to each other, as well as to other Outreach Program participants. As noted above, the director of each state partner will be available to participate, if asked, in the Outreach Program Coordinating Committee. LPHI and each state partner organization will prepare quarterly and annual reports on the Project, tailor proposed program activities to meet the needs of their states and local communities, identify programmatic changes required to address changing community needs, identify concerns that should be discussed and reviewed by the Outreach Program Coordinating Committee, and ensure that the Project is meeting the needs of the communities affected by the Deepwater Horizon incident.

B. Organizational Background

LPHI is an independent, statewide 501(c)(3) nonprofit organization established in 1997. The mission of LPHI is to promote and improve health and quality of life in Louisiana through diverse public-private partnerships with government, foundations, community groups, academia, and private businesses at the community, parish, and state levels. LPHI designs and manages public health initiatives in the areas of health systems development, health promotion, and disease prevention and provides an array of services to help meet the needs of partner organizations. With a fiscal year 2011-2012 total portfolio of over \$32 million in local, state, federal grants, and contracts, including private foundation awards, LPHI will re-grant or subcontract \$17 million of that portfolio to external organizations.

LPHI has a demonstrated capability to work with multi-sector partners at many levels in complex health systems and with underserved populations to follow a systematic approach in building on community assets, identifying gaps, and prioritizing strategic technical assistance needs. In the aftermath of Hurricane Katrina, LPHI administered the \$100 million federal Primary Care Access and Stabilization Grant to help restore and expand health care services in the Greater New Orleans region. LPHI is also leading the Crescent City Beacon Community Program – a federal initiative to improve quality of healthcare using health information technology. As one of only 17 communities selected by the Office of the National Coordinator for Health Information Technology, the Beacon Community is implementing strategic and transformative improvements in the healthcare delivery system using state-of-the-art quality improvement clinical programs and information technology solutions. These include interventions to improve chronic care management using PCMH models and optimization of EMR use in primary care practices and FQHCs, facilitating transitions of care with bi-directional exchange of information through an HIE, and broader consumer engagement efforts using innovative technologies like mobile health.

LPHI also has experience in designing and implementing learning collaboratives, training, consultation, and coaching programs, materials, tools and resources to improve clinical and operational processes for primary care practices. In addition, LPHI provides comprehensive monitoring and evaluation services, including community health assessments to inform public health and related programs and policies.

VII. Project Timeline

See detailed budget attachment

VIII. Itemized Budget

See detailed budget attachment

**Gulf Regional Health Outreach Program
Primary Care Capacity Project**

	Year 1		Year 2		Year 3		Year 4		Year 5		TOTAL	
	Budget	Pct.	Budget	Pct.	Budget	Pct.	Budget	Pct.	Budget	Pct.	Budget	Pct.
Clinic Support												
Direct Clinic Payments	\$ 6,000,000	59%	\$ 12,000,000	74%	\$ 10,000,000	71%	\$ 2,000,000	36%	\$ 518,759	13%	\$ 30,518,759	61%
Technical Assistance	650,000	6%	450,000	3%	250,000	2%	200,000	4%	100,000	2%	1,650,000	3%
Community Health Assessments	435,066	4%	-	0%	-	0%	-	0%	-	0%	435,066	1%
Monitoring	276,862	3%	541,106	3%	717,848	5%	540,678	10%	764,648	19%	2,841,142	6%
Project Management & Support	896,222	9%	1,250,337	8%	1,271,827	9%	1,320,893	24%	1,371,661	33%	6,110,940	12%
Clinic Support Sub-Total	8,258,149	82%	14,241,442	88%	12,239,676	87%	4,061,571	74%	2,755,068	67%	41,555,907	83%
Community Support												
Community Engagement	968,551	10%	795,045	5%	744,565	5%	740,085	13%	740,085	18%	3,988,331	8%
State Partner Organizations	300,000	3%	300,000	2%	300,000	2%	300,000	5%	300,000	7%	1,500,000	3%
Indirect*	572,105	6%	885,925	5%	788,439	6%	384,693	7%	324,599	8%	2,955,762	6%
Total	\$ 10,098,806		\$ 16,222,413		\$ 14,072,680		\$ 5,486,348		\$ 4,119,753		\$ 50,000,000	

* Indirect is calculated as 12% on direct costs and 5% on contracts and includes: executive oversight; finance, human resources, administrative and support staff; IT infrastructure, support and maintenance; non-direct rent, phone and supplies; office equipment and maintenance; insurance, audit fees

Required Seed Funding	
Community Health Assessment	\$ 500,000
Payments to 4 Clinics - 6 months operations	1,250,000
Program Start Up	500,000
Total	\$ 2,250,000

EXHIBIT 14

**GULF REGION HEALTH OUTREACH PROGRAM
MENTAL AND BEHAVIORAL HEALTH CAPACITY PROJECT**

I. EXECUTIVE SUMMARY

A. Purpose

The Mental and Behavioral Health Capacity Project (“MBHCP” or the “Project”) of the Gulf Region Health Outreach Program (“Outreach Program”) will provide much needed mental and behavioral health treatment and longer-term supportive services to improve the overall well-being of individuals, families and communities affected by the Deepwater Horizon oil spill in Alabama, the Florida panhandle, Louisiana, and Mississippi.

Based on data gathered by the Directors of the Project from Louisiana State University Health Sciences Center Departments of Psychiatry and Pediatrics, the University of Southern Mississippi, School of Social Work and the University of South Alabama Department of Psychology, there are significant mental and behavioral health needs directly attributable to the Deepwater Horizon oil spill. This Project will address these immediate needs and help build mental and behavioral health treatment capacity and literacy to help the communities along the Gulf Coast prepare for future man-made and natural disasters.

B. Sustainability

Early provision of high quality mental and behavioral health services following disasters is a sustainable and cost effective way to prevent the development of long-term mental health problems, promote well-being for individuals and strengthen communities. In the Project, sustainability will be accomplished by raising awareness, providing education and training about mental health needs, and demonstrating the effectiveness of interventions and services in order to raise local agency, school district, county, state, foundation, and federal funds. The Project will establish a Quad-State Consortium designed to coordinate and promote mental and behavioral health efforts within each state. In addition, regular meetings with stakeholders in each state will be held to identify mental and behavioral health needs and to help shape ongoing programs. One of the goals of the Project is to strengthen the connections among the Gulf States and within individual communities that will remain in place and serve as a foundation for identifying and treating mental and behavioral health needs long after the funding for this particular Project is over.

C. Target Populations

The target population will include adults, children and families who were affected by the Deepwater Horizon oil spill. Proposed services will be directed to the following parishes and counties: Mobile and Baldwin in Alabama; Escambia, Santa Rosa, Okaloosa, Walton and Bay in Florida; Lafourche, Cameron, Terrebonne, Jefferson, St. Bernard, Orleans, and Plaquemines in Louisiana; and Jackson, Hancock, and Harrison in Mississippi.

D. Partnerships and Collaborations

As part of the State Emergency Response Grant Tri-State Consortium (2011-2012) funded by the Substance Abuse and Mental Health Services Administration, the Director and Co-Director from the Louisiana State University Health Sciences Center Departments of Psychiatry and Pediatrics, the University of Southern Mississippi School of Social Work and the University of South Alabama Department of Psychology have worked together collaboratively doing behavioral health surveillance in areas heavily impacted by the oil spill in Louisiana, Alabama, and Mississippi for over a year. These departments and institutions, with the addition of the West Florida University School of Social Work, will continue to work together in conducting the MBHCP. Given that these institutions are located in areas most affected by the Deepwater Horizon oil spill and have strong existing relationships with community partners and agencies, they are, in fact, uniquely qualified and able to develop and implement this Project and to ensure that the best and most effective services reach the people with greatest needs.

The MBHCP will work closely with the other Outreach Program projects, as mental and behavioral health component activities are imperative to their success. Specifically, the Project will provide the immediate and critical mental and behavioral health services that are needed while the Primary Care Capacity Project ("PCCP") of the Outreach Program is planning and implementing its efforts to increase mental and behavioral health capacity of Federally Qualified Health Centers ("FQHC") and community health clinics. The MBHCP's efforts during this period will also provide data and other relevant information to the PCCP to assist it in identifying local communities which lack sufficient mental and behavioral health services.

Once the short-term supplemental treatment services are completed, the newly developed FQHCs and community clinics will serve as a "one stop shop" for primary care and mental and behavioral health care. The MBHCP will provide assessment, consultation, training, prevention, and education services to the FQHCs and community clinics, as well as accept referrals from such clinics. The MBHCP will work with FQHCs and community clinics to provide public education and community training programs on mental and behavioral health issues. The MBHCP will also assist in the training of community health workers, through the Community Health Workers Training Program ("CHWTP"), on mental and behavioral health resources and issues, including indications for referral to the MBHCP.

There will be up to three members of the MBHCP Project Leaders (including the Louisiana Co-Leaders) who will serve, if requested, as a member of the Outreach Program Coordinating Committee to facilitate collaboration among the Outreach Program projects.

II. BACKGROUND AND RATIONALE

The Louisiana State University Health Sciences Center Department of Psychiatry has conducted two phases of psychosocial assessments in Louisiana Gulf Coast communities since the oil spill. The purpose of the assessments was to improve understanding of mental and behavioral health needs following the Deepwater Horizon oil spill. Over 2000 surveys were collected since August 2010;

683 individuals completed the assessment in Phase I and 1,393 completed the assessment in Phase II, which ran through December 2011. Based on the results of these assessments, and the results from similar studies in Alabama, Florida and Mississippi, it is established that negative mental health symptoms were higher for those individuals reporting to have been affected by the oil spill. (See Table 1). Further, screening assessments of children and adolescents impacted by the Deepwater Horizon oil spill have demonstrated increased symptoms of posttraumatic stress and depression with parents, teachers, and students requesting professional consultations and therapeutic and supportive services. These findings present the rationale for immediate mental and behavioral health treatment and longer-term supportive services by skilled psychiatrists, psychologists and social workers to improve the overall well-being and health of individuals, families and communities affected by the Deepwater Horizon oil spill.

Table 1. Louisiana Sample Mental Health Indicators by Oil Spill Status

Mental Health Indicators	Not Affected by Oil Spill %	Affected by Oil Spill %
Serious Mental Illness	4%	20%
PTSD	3%	19%
Substance Abuse	5%	14%
Depression	10%	37%
General Anxiety Disorder	8%	34%
Suicide Ideation	2%	4%
Somatic Indicators	64%	83%
Aggression Conflict	24%	42%
Poor Quality of Life	6%	20%
Counselor Request	22%	34%

III. OBJECTIVES AND KEY COMPONENTS

A. Objectives

Two categories of services will address mental and behavioral health needs and well-being following the Deepwater Horizon oil spill, both of which have flexible components available to meet the unique needs of each state and community. The two categories are:

1. **Supplemental therapeutic treatment**
2. **Supportive strength-based services**

Each state's programmatic team, along with community stakeholders, will tailor state plans to meet their specific community needs. Mental and behavioral health services will be made available to children and families in locations where needs are the most immediate and pressing, for example, in school settings to

specifically address the needs of children and families. These services will also be made available to children and families with severity of problems that exceed the limits of services provided by the Community Health Workers Training Project.

Efforts also need to be undertaken to develop skills in trauma and disaster response and recovery among medical students, psychology, psychiatry, and social work graduate and professional school training programs in order to place, and subsequently hire, mental and behavioral health professionals within primary care settings.

The primary outcomes of the MBHCP will be improved overall well-being of adults, children and families and strengthened communities affected by the Deepwater Horizon oil spill. Services that will be provided may include: consultation; training; education; counseling; psychotherapeutic services; psychiatric treatment; assessments; prevention services; resilience building; brief interventions; and support groups.

IV. PROJECT ACTIVITIES

A. Supplemental Therapeutic Treatment

Supplemental therapeutic treatment extends existing mental and behavioral health services in each state by providing psychosocial and mental health assessments, consultations, and direct services – either in person or combined with telemedicine – to clients seeking primary care primarily, but not exclusively, through FQHCs. These therapeutic services will be provided by skilled psychiatrists, psychologists and social workers.

These services will be emphasized in the first 2 years of the initiative and will be supportive of the PCCP, while mental and behavioral health components are being developed in FQHCs and other clinical care centers. They will be continued, as needed, in subsequent years.

B. Supportive Strength-Based Services

To improve overall well-being of these populations over the 5-year project, MBHCP will provide high quality, evidence-based and strength-based supportive services, including assessments, consultation, training, education, counseling, and will serve as a resource for referral for psychotherapeutic and psychiatric treatment. The Project will also provide school-based services, including assessment, consultation, prevention and resilience building programs, time-limited interventions, and support groups. The Project will target adults, children and families who were directly affected by the Deepwater Horizon oil spill.

V. PROJECT ASSESSMENT

The Quad-State Consortium will be used to assess and monitor progress of community indicators. The consortium will be responsible for, at a minimum, convening quarterly conference calls/meetings for collaboration, problem solving,

resource/knowledge sharing, and data development/dissemination for each state-level mental and behavioral health component of the Project.

Quarterly and annual reports will be required from each state component. These reports will be provided to the Outreach Program Coordinating Committee. Indicators of program success will be determined by the state-level Project Leaders and, at a minimum, will include: the number and types of mental and behavioral health services provided; number of individuals and programs receiving these services; collaborations with other Outreach Program projects; number of information and education campaigns conducted; and number of communities, clinics, and agencies being served. Outcome measures will also be utilized, and all aspects of the Project will be evaluated.

VI. PROJECT MANAGEMENT

Programmatic oversight is the key to ensuring that services are available and accessible to those with mental health needs due to the Deepwater Horizon oil spill. The programmatic component will consist of State Leadership Teams that are each represented on the Quad-State Consortium. The directors (and co-directors for Louisiana) for each state will be available to be standing members of the overall Outreach Program Coordinating Committee. The leadership team from each state will oversee and provide direct services and monitor these services. The leadership teams will collaborate with those from other states; they will provide information, assistance and support, and collaborative data management and evaluation as needed, to the Quad-State Consortium and the Outreach Program Steering Committee.

The State Leadership Teams will be responsible for preparing quarterly and annual reports, tailoring proposed programs to meet the needs of their states and local communities, identifying programmatic changes required to address changing community needs, and ensuring that services are meeting the mental and behavioral health needs of individuals affected by the Deepwater Horizon oil spill.

The State Leadership Teams consist of:

Howard J. Osofsky, M.D., Ph.D.
Kathleen and John Bricker Chair and Professor of Psychiatry
Louisiana State University, School of Medicine

Howard J. Osofsky, M.D., Ph.D. is the Chair of the Department of Psychiatry at Louisiana State University, School of Medicine. He is a fellow of the American Psychiatric Association ("APA") and a Diplomat of the American Board of Psychiatry and Neurology, and is also certified by the American Psychoanalytic Association. He is the author or editor of several books and has written or co-authored more than 90 papers. He is nationally and internationally recognized as a leader for his efforts to help children and families exposed to violence, terrorism, and warfare. The American Academy of Child and Adolescent Psychiatry honored him with their first award for the Best Chair of a Department of Psychiatry because of his numerous efforts on behalf of children and adolescents.

Joy Osofsky , Ph.D.,
Professor of Pediatrics and Psychiatry, and Public Health
Head, Division of Pediatric Mental Health
Louisiana State University, School of Medicine

Dr. Osofsky is editor of Children in a Violent Society, two editions of the Handbook of Infant Development, and co-editor of the four volume WAIMH Handbook of Infant Mental Health. Dr. Osofsky edited Young Children and Trauma: Intervention and Treatment. She was recognized in 2007 by Family Service of Greater New Orleans for outstanding service to the community.

Timothy A. Rehner, Ph.D.
The University of Southern Mississippi, School of Social Work

Timothy A. Rehner, Ph.D. is the Director of the School of Social Work at the University of Southern Mississippi. Dr. Rehner has written numerous articles and received numerous grants to fund his work. Dr. Rehner is the co-founder and director of Family Network Partnership, a community-based delinquency prevention agency affiliated with the University of Southern Mississippi.

Jennifer Langhinrichsen-Rohling, Ph.D.
University of South Alabama

Jennifer Langhinrichsen-Rohling, Ph.D. is a Professor in the Department of Psychology at the University of South Alabama. She serves on the editorial advisory boards of numerous professional publications, including the Journal of Family Violence. She was named USA's Youth Violence Research Scholar (2004-2007) and became Co-Principal Investigator of USA's Youth Violence Prevention Program in 2006.

Glenn Rohrer, Ph.D.
University of West Florida, School of Justice Studies and Social Work

Glenn Rohrer, Ph.D. is a Professor and Director of the School of Justice Studies and Social Work at the University of West Florida, where he developed Master's degree programs in both Criminal Justice and Social Work. Dr. Rohrer has served in various administrative and supervisory positions in mental health, criminal justice and substance abuse programs.

VII. PROJECT TIMELINE

Skilled professional services are needed for a minimum of 5 years to address the ongoing and long-term mental and behavioral health needs following the Deepwater Horizon oil spill. Gradient services are proposed to correspond to decreases in mental and behavioral health needs as a result of the Deepwater Horizon oil spill and effective treatment (See Table 1). The first year includes funds for the leadership team in each state to meet with community stakeholders, extend existing and develop new relationships in the community, and plan, develop and implement strategies to address unique mental and behavioral health needs.

Table 2. Service Level Program Gradient by Year

Year	Supportive Services	Supplemental Therapeutic Services	State Administration
1	25%	50%	100%
2	100%	100%	100%
3	100%	0%	100%
4	75%	0%	75%
5	50%	0%	50%

VIII. BUDGET**A. Total Budget**

Estimated costs were based on current mental health programs and service needs. They were further based on team unit principles which include adult and child psychiatrists, psychologists, social workers, counselors, and coordinators of services.

The types and numbers of mental and behavioral health professionals in each state will depend on local needs. The needs within each state were proportionately determined utilizing numbers of counties and parishes being served with consideration to available health care resources including FQHCs and clinical care centers, as well as economic need and disparities in behavioral and mental health care. Implementation of each aspect of the Project will be put in place with some flexibility for each state program depending on behavioral and mental health needs.

The total five-year budget for the MBHCP is \$36,000,000. State proportions based, in part, on numbers of counties or parishes being served, economic needs and current disparities in mental and behavioral health care are: Alabama 23%; Florida 14%; Louisiana 40%; Mississippi 23%.

Within the total budget, a proportion is allocated for state leadership costs described in the Project Management section. In addition, 10% is allocated to account for institutional and agency overhead. State totals for Project costs over 5 years are: \$8,280,000 for Alabama; \$5,040,000 for Florida; \$14,400,000 for Louisiana; and \$8,280,000 for Mississippi. Total costs by service type and year are presented in Table 2.

B. Initial Funding

Three months of the first year budget is requested in order to meet immediate mental and behavioral health needs, sustain services, and develop the collaborative four state initiatives. During the first three months, MBHCP will initiate meetings with community stakeholders, provide training, consultation and support to PCCP to provide supplemental therapeutic support, continue school-based and community trainings, consultation and services, and determine availability of services. The three month budget for the four states is approximately \$1,389,008.

Table 2. Mental and Behavioral Health Capacity Project Approximate Budget

Service	Year					Total
	1	2	3	4	5	
Supplemental Therapeutic Treatment	2,631,348	5,262,696				7,894,044
Supportive Services	1,294,136	5,176,544	5,176,544	3,882,408	2,588,597	18,118,229
Alabama Leadership Team	380,000	380,000	380,000	285,000	190,000	1,615,000
Florida Leadership Team	315,000	315,000	315,000	236,250	157,500	1,338,750
Louisiana Leadership Team	505,000	505,000	505,000	378,750	252,500	2,146,250
Mississippi Leadership Team	380,000	380,000	380,000	285,000	190,000	1,615,000
Subtotal	5,505,484	12,019,240	6,756,544	5,067,408	3,378,597	32,727,273
10% Institutional Overhead	550,548	1,201,294	675,654	506,741	337,859	3,272,727
Total						\$36,000,000

EXHIBIT 15

GULF REGION HEALTH OUTREACH PROGRAM COMMUNITY HEALTH WORKERS TRAINING PROJECT

I. EXECUTIVE SUMMARY

A. Purpose

The Community Health Workers Training Project (“CHWTP”) of the Gulf Regional Health Outreach Program (the “Outreach Program”) will establish a Community Health Workers Training Institute run by the University of South Alabama that will provide five training sessions for Community Health Workers (“CHWs”) over a five-year period (two in years one and two, and one each in years three through five). These efforts will expand traditional health capacity by actively engaging community residents as participants to strengthen community resilience, build social capital, and improve overall health literacy.

Building on empirical data collected by Dr. J. Steven Picou (Professor of Sociology at the University of South Alabama) in Alaska following the Exxon Valdez oil spill, the CHWTP is designed to provide local residents with the counseling skills necessary to assist their community members who are at higher risk for environmental and technological disasters. The focus of the CHWTP is on communities that are dependent on Gulf of Mexico resources. Each CHW, also referred to as a “peer listener,” will act as an advisor, friend, and referral agent for individuals within the worker’s community. The CHW will act as a bridge or “navigator” to help connect residents in need with professional health services. CHWs will be individuals within a community who are highly trusted, dependable, and discrete. For example, CHWs would be drawn from police, schools, civic groups, religious organizations, and other similar community groups and should represent all dimensions of the social fabric of a community, including different cultural, ethnic, and age groups.

CHWs will be trained in communication skills and educated regarding the community, the personal impacts of disasters and the health resources available in each of their communities. Trained CHWs do not provide medical advice or mental health therapy; they are not a substitute for professional care. Rather, CHWs augment traditional health resources. Trained CHWs learn to identify and have the ability to maintain regular contact with individuals who may exhibit symptoms that warrant referral for professional mental, environmental and other health services. They also maintain and share knowledge of networks of professional resources to facilitate efficient access to appropriate care and to help reduce the stigma or other difficulties associated with seeking such care.

B. Sustainability

As a result of this five-year investment, the Gulf region will develop a network of trained local residents, who will help strengthen the health foundation of the community

and will serve as a community resource for years to come. This will help improve the resiliency of the Gulf communities and enhance the prospects for thriving, healthy, and sustainable communities over the long term.

The CHWTP requires participatory action from community residents and equal-status relationships among researchers, health care specialists, professional counselors and the health workers themselves. The implementation of the peer listening program following the Exxon Valdez oil spill resulted in reduced levels of psychological stress, improved social relationships and trust within the community, and high levels of community participation and interest by community residents. (Picou 2009).

Potential impacts of the Project in the Gulf of Mexico include:

- Reduction of the potential for “corrosive communities” to develop:
 - The emergence of “corrosive communities” after technological disasters, such as the Deepwater Horizon oil spill, reflects on-going damage to the social fabric and the production of continuing secondary disasters, such as ancillary litigation, that preclude timely community recovery. (Picou, J.S., *et al.*, “Disaster, Litigation and the Corrosive Community.” *Social Forces*. June 2004, 82(4):1493-1522); and
 - Community health workers form an extension of and resource for traditional mental health providers and help build a permanent element of social capital in all communities. Trusted social networks become a permanent characteristic of the community, responding to the social fragmentation produced by corrosive communities (Picou, J.S., *et al.*, “Disaster, Litigation and the Corrosive Community.” *Social Forces*. June 2004, 82(4):1493-1522).
- Improvement of community social capital through:
 - Strengthening of social networks, community trust, and cooperation among neighbors, friends and groups, and community participation;
 - Strengthening the social context for families;
 - Increasing ability to mitigate systemic issues in the community (e.g., domestic abuse, substance abuse);
 - Cross-sectional community participation by addressing diverse elements of community that might be excluded or underrepresented by conventional mental health treatment providers; and
- Improving preventative capacity to respond to future environmental and technological disasters:

- Community health workers increase capability to mobilize embedded community resources to restore and maintain the well-being of the community.

C. Target Population

The implementation of the CHWTP will be prioritized to focus initially on communities that lack sufficient mental health services and environmental health expertise and that were most directly affected by the Deepwater Horizon oil spill because of their dependence on the Gulf of Mexico resources (e.g. renewal resource communities and tourism). The targeted communities could be expanded based on a combination of demonstrated needs, lack of existing services, potential impact, and sustainability. The target population of the CHWTP is residents, especially the uninsured and medically underserved, of the 17 coastal counties and parishes in Alabama (Mobile, Baldwin), Florida (Escambia, Santa Rosa, Walton, Okaloosa, Bay), Louisiana (Orleans, Jefferson, St. Bernard, Plaquemines, Lafourche, Terrebonne, Cameron) and Mississippi (Hancock, Harrison, Jackson).

D. Partnerships and Collaborations

The CHWTP will work closely with each of the other projects in the Gulf Region Health Outreach Program, implementing specialty training modules for primary care (provided by the Primary Care Capacity Project ("PCCP")), environmental health (provided by the Environmental Health Capacity and Literacy Project ("EHCLP")) and behavioral and mental health (provided by the Mental and Behavioral Health Capacity Project ("MBHCP")). The CHWs will be employed by, and receive benefits from, the EHCLP-funded health clinics in their local communities. Each CHW, trained by the CHWTP, will receive training on mental and behavioral health capacity and skills (including "peer listening" techniques), environmental health networking issues and primary care capacity. In total, with this funding, 40 CHWs will be trained and deployed into the federally qualified health clinics ("FQHCs") and other health clinics across the Gulf coast region most impacted by the Deepwater Horizon oil spill.

II. BACKGROUND AND RATIONALE

Traditional health resources are an important component of a community's social capital. Some communities are economically advantaged and the collective health resources provided by both the public and private sectors allow for a higher standard of living and an improved quality of life. However, the concept of social capital fundamentally recognizes that an individual's family, neighbors, friends and work associates comprise a most significant asset that can be enjoyed, leveraged for social gain and, most importantly, relied upon in a crisis. (Woodcock, M. and D. Narayan, "Social Capital: Implications for Development Theory." The World Bank Observer. 2000, 15(2): 2-26). Indeed, combined with mutual trust, strong individual and collective

networks, and the ability to participate in positive community action, social capital is a critical element for disaster resiliency and recovery. (Nakagawa, Y. and R. Shaw, "Social Capital: A Missing Link to Disaster Recovery." *International Journal of Mass Emergencies and Disasters*. March 2004, 22(1): 5- 34). Sociological research after the Exxon Valdez oil spill and Hurricane Katrina shows that the loss of social capital can be the source of long-term community conflict, social pathology, and severe mental and even physical health problems.

Conceptually framing the building of community resilience and community recovery from disasters in terms of social capital theory has proven to be an innovative and effective model for intervention and prevention. The basis for this claim comes directly from the empirical evaluation of an educational program developed six years after the Exxon Valdez oil spill in Prince William Sound, Alaska, and subsequent revisions and applications of the peer listening training in this Project. (Picou, J. S., "Disaster Recovery as Translational Applied Sociology." *Humboldt Journal of Social Relations*. 2009, 32(1): 123-157). The most recent revision of the peer listening training module occurred in the months following the Deepwater Horizon incident. (Picou, J. S., *et al.* 2011, available at <http://www.masqc.org/pdf/masqp/11-006.pdf>). This module of the larger program developed in Alaska is highly portable and amenable to redesign in terms of geographic and cultural differences.

Dr. Picou will be building on the core training program that he used after the Deepwater Horizon incident and expanding it to other communities in the Gulf Coast. He will also tailor his peer listening training module to these communities, integrating the training with local community behavioral health resources to provide both prevention and intervention services. The objectives of peer listening is to reduce the potential for "corrosive communities" to develop; to improve communities' social capital; and to improve community resiliency for responding to future environmental and technological disasters. To achieve these goals, the CHWs who receive peer listening training will help residents in the community to reconnect and improve their social support networks, establish emotional balance, improve coping skills and develop the social capital necessary to respond proactively to future challenges. The training will directly facilitate information sharing, education, support services and referrals to medical and mental health treatment facilities.

Recruitment strategies will focus on outreach to longstanding community partnerships, including faith-based organizations, teachers, not-for-profit community organizations, frontline health care providers, and well-recognized community leaders. To promote sustainability, the CHWs will be hired and supervised by, and based in, community clinics in the affected parishes and counties, with salary and benefits funded by the Outreach Program's Environmental Health Capacity and Literacy Project. The CHWs will be the "go-to" assets for connecting community members with environmental health information, and will serve as the link between the local health care system and the Tulane/AOEC team in the EHCLP.

III. OBJECTIVES AND KEY COMPONENTS

A. Objectives

The primary goal of this proposal is to train approximately 40 CHWs (total) from across the Gulf Coast. These trained professionals will work in their home communities, helping members of those communities to find appropriate health resources. The CHWs will work in the counties, parishes, and other communities along the Gulf that have empirically documented environmental, behavioral and mental health problems following the Deepwater Horizon oil spill.

The training will include three modules:

- The “core” program module will teach CHWs the basic skills needed to communicate with neighbors and friends about sensitive behavioral, mental, and other health needs. It will provide them with information about local health capacity and how to access such care.
- The “specialty” module will include peer listening training focused on behavioral and mental health and environmental health, with the assistance of the EHCLP.
- Finally, the training will put learning into practice through role playing and practical application of what has been learned.

B. Key Project Components

These are the key project components.

- Provide assistance, as needed, to the Louisiana Public Health Institute (“LPHI”) in assessing the existence and capacity of available behavioral and mental health resources in the highest-need coastal parishes and counties along the Gulf Coast.
- In the communities in which training will be conducted, identify and engage local community organizations and leaders (police, clergy, teachers, residents) most connected to those community members who are likely to be experiencing behavioral and/or mental health problems, for collaborative development of CHWs training materials, including training videos.
- Coordinate and conduct research with organizations in these communities to design and tailor the local training program to county/community needs.

The CHWTP will be integrated within the outreach and education units of any or all of the organizations listed above.

- Work with the EHCLP to develop a protocol that establishes criteria for identifying, inviting and training CHWs. These would be tailored to the issues relevant to the counties/communities being served.
- Recruit and retain CHWs in the local communities identified through the needs assessment discussed above.
- Develop on-line CHWs contact and evaluation website that provides ongoing training among CHWs and provides ongoing data to help evaluate CHWs and refine the training program.

IV. PROJECT ACTIVITIES

- Identify coastal counties, parishes, and communities in Louisiana, Mississippi, Alabama, and the Florida panhandle that have documented behavioral and mental health problems resulting from the Deepwater Horizon oil spill. The Outreach Program's Mental and Behavioral Health Capacity Project will work with CHWTP in these efforts.
- Gather, review, and analyze peer-reviewed publications, reports, and other assessments of economic, social, and psychological impacts of the Deepwater Horizon oil spill to identify the most vulnerable counties, parishes, and communities, including the 2,076 surveys conducted by the Louisiana State University Health Sciences Center Department of Louisiana Gulf Coast Community.
- Provide assistance, as needed, to the LPHI in conducting an independent, up-to-date comprehensive needs assessment in coastal counties, parishes and communities affected by the Deepwater Horizon incident to quantify mental health impacts, community resiliency, and community building services.

Working with the Alliance Institute, the Project Leader will identify potential local organizations to help provide information regarding local health capacity, such as:

- Federally Qualified Health Centers;
- State Mental Health Centers;
- State Sea Grant Organizations;
- State Agricultural Extension Organizations; and
- National Network of Public Health Institutes (based in New Orleans).

As an example, the National Network of Public Health Institutes, an affiliate of the LPHI, with its substantive experience and ties to the Gulf Coast, engages in

collaborative partnerships to improve the quality of life and health of those served through a number of processes, including mental health delivery, operations management, translational and applied research, disaster recovery management, communication and other administrative activities. The utilization of such an organization, or any of the trusted intermediary organizations noted above, would provide an innovative strategy for implementing mental health delivery systems and a comprehensive referral system.

The Project will also include the following:

- In the communities in which research and training will be conducted, identify and engage local community organizations and leaders (police, clergy, teachers, residents) most connected to those community members who are likely to be experiencing behavioral and/or mental health problems, for collaborative development of CHWs training materials, including training videos.
- Coordinate with organizations in these communities to design and tailor the local training program to county/community needs. The Project will be integrated within the outreach and education units of any or all of the organizations listed above.
- Work with the EHCLP to develop a protocol that establishes criteria for identifying, inviting and training CHWs. These would be tailored to the issues relevant to the communities being served.
- Recruit and retain CHWs in the local communities identified through the needs assessment discussed above.
- Develop on-line CHWs contact and evaluation website that provides ongoing training among CHWs and provides ongoing data to help evaluate CHWs and refine the training program.

V. PROJECT ASSESSMENT

The Project will include monitoring and evaluation of the implementation of the CHWTP as follows:

1. Require annual reports from collaborative partners on the activities and effectiveness of the training.
2. Conduct an annual meeting with program administrators, representatives of the collaborative partners and the CHWs.
3. Monitor referrals from CHWs to professional counselors and identify services provided.

4. Reach out to professional counselors to evaluate their interactions with the CHWs, identify the services that are provided as a result of referrals, and obtain feedback from the professional counselor.
5. Prepare and submit peer-reviewed publications analyzing the effect of the peer listening training in the Gulf of Mexico coastal counties, parishes and communities.

VI. PROJECT MANAGEMENT AND ORGANIZATIONAL BACKGROUND

A. Project Management

The CHWs Project is a 5-year program.

The University of South Alabama will be the administrative and programmatic home for the CHWTP. Using best business practices, the University will be responsible for the day-to-day financial oversight and management of the project. It will hire staff, purchase equipment, and provide infrastructure and support to the project.

B. Organizational Background

The CHWTP will be directed by Dr. J. Steven Picou, Professor of Sociology and Director of the Coastal Community Resource and Resiliency Center at the University of South Alabama. Dr. Picou is a nationally recognized environmental sociologist who specializes in the study of disasters, risk and applied sociology. He has published over 100 articles, research monographs and book chapters, and is a co-editor and contributor to *The Exxon Valdez Disaster* (1997 and reprinted 2008) and *The Sociology of Katrina* (2010). Dr. Picou's disaster research projects have been funded by the National Science Foundation, the Rockefeller Foundation, the Bill and Melinda Gates Foundation, the Prince William Sound Regional Citizens' Advisory Council and the Social Science Research Council. In 2001 he was presented with the Distinguished Contribution Award by the American Sociological Association section on Environment and Technology for his translational community training programs designed to mitigate the chronic disaster impacts of the Exxon Valdez oil spill. These programs, developed in 1997, have been modified and distributed to communities along the Gulf Coast. In 2008, he was the recipient of the William Foote Whyte Distinguished Career Award presented by the American Sociological Association and the Olivia Rambo McGlothorn National USA Alumni Outstanding Scholar Award. Dr. Picou has given numerous keynote addresses and lectures including the 2002 Earth Charter Summit Lecture and in 1997 was an invited speaker at Oxford University (England). Over the summer of 2010, Dr. Picou traveled throughout the Gulf Coast giving peer listener training workshops in communities impacted by the BP oil spill. He is the Past President of the Association of Applied and Clinical Sociology and formerly served as the President of the Mid-South Sociological Association and Vice-President of Alpha Kappa Delta. Dr. Picou received his Ph.D. in Sociology in 1971 from Louisiana State University. For more information see: www.stevenpicou.com/

C. Project Timeline

May 1, 2012-April 30, 2017 (May vary according to funding dates)

D. Budget

See attachment.

E. Activities Schedule*

1. May, 2012: Initiate hiring of staff, preparation of training program materials, and community outreach.
2. May, 2013-August, 2013: Training sessions for 40 CHWs from LA, MS, AL, FL.
3. October, 2013: Program administration meeting.
4. May, 2014-August, 2014: Training sessions for 40 CHWs from LA, MS, AL, FL.
5. October, 2014: CHWs meeting.
6. November, 2014: Professional counselor survey regarding CHWs services.
7. May, 2015-August, 2015: Training sessions for 40 CHWs from LA, MS, AL, FL.
8. October, 2015: CHWs meeting.
9. May, 2016-August, 2016: Retraining sessions for 40 CHWs from LA, MS, AL, FL.
10. October 2016: CHWs meeting.
11. November, 2016: Review CHWs website.
12. January, 2017: Professional counselor survey update.
13. February, 2017-March, 2017: Training sessions for 40 CHWs from LA, MS, AL, FL.
14. April, 2017: CHWs meeting.
15. May, 2017: Final project summary.

*There will be four project summary reports per year on accomplished activities and four meetings/calls per year with the Gulf Region Health Outreach Program Coordinating Committee.

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CHWTP -- ITEMIZED BUDGET

	ANNUAL	5 YR TOTAL
<u>SALARIES</u>		
Dr. J. St. Picou, Director	\$ 118,000	\$ 590,000
TBA Assistant Director	\$ 85,000	\$ 425,000
Administrative Assistant (Sec. V)	\$ 36,000	\$ 180,000
Training Program Coordinator	\$ 40,000	\$ 200,000
Summer Salary (Picou @ 28%)	\$ 16,000	\$ 80,000
Fringe Benefits	\$ 73,750	\$ 368,750
TOTAL SALARIES & FRINGE	\$ 368,750	\$ 1,843,750
<u>OTHER PERSONNEL</u>		
TBA Graduate Student	\$ 12,000	\$ 60,000
TOTAL SALARIES/WAGES & FRINGE BENEFITS	\$ 380,750	\$ 1,903,750
<u>PARTICIPANT SUPPORT COSTS/TRAVEL</u>		
Training - USA Training & Retraining for 40 people (3 sessions and 12 training workshops)	\$ 240,000	\$ 1,200,000
Professional Travel	\$ 20,000	\$ 100,000
TOTAL PARTICIPANT SUPPORT COSTS/TRAVEL	\$ 260,000	\$ 1,300,000
<u>EQUIPOMENT</u>		
Office Furniture (one time cost)	\$ 18,000	\$ 18,000
Computers, Printers, Faxes	\$ 16,000	\$ 16,000
TOTAL EQUIPMENT COSTS	\$ 34,000	\$ 34,000
<u>OTHER DIRECT COSTS</u>		
Materials & Supplies	\$ 6,000	\$ 30,000
Publication Cost/Documentation/Dissemination	\$ 10,000	\$ 50,000
Consultant & Contact Services	\$ 30,000	\$ 150,000
Rent (Office Space)	\$ 16,140	\$ 80,700
Graduate Student	\$ 4,500	\$ 22,500
TOTAL OTHER DIRECT COSTS	\$ 66,640	\$ 333,200
Subtotal	\$ 741,390	\$ 3,570,950
TOTAL INDIRECT COSTS (Overhead 12%)	\$ 88,967	\$ 428,514
TOTAL ESTIMATED BUDGE (5 YEAR PERIOD)	\$ 830,357	\$ 3,999,464

CHWTP -- PRELIMINARY DISTRIBUTION BUDGET

May 1, 2012 - August 1, 2012

(Three Months)*

Salaries

Dr. J. Steven Picou	\$	25,000
TBA Assistant Director	\$	67,500
Administrative Assistant (Secretary V)	\$	28,500
Training Program Coordinator	\$	33,750
Fringe Benefits	\$	38,688

Other Personnel

Graduate Students	\$	<u>18,000</u>
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Total Salaries/Wages/Fringes \$ **211,438**

Additional Start-up Costs

Initiate Preparation of Training Materials/Locate

Community Resources and Identify CHWs	\$	30,000
Website Planning & Preparation	\$	25,000
Travel Expenses	\$	12,000
Equipment/Furniture	\$	33,000
Materials/Supplies/Postage	\$	8,000
Office Space Rental	\$	20,000
Tuition (graduate students)	\$	<u>7,500</u>

Total Additional Start-up Costs \$ **135,500**

Sub-Total \$ **346,938**

Indirect Costs @ 12% \$ 41,633

Total Preliminary Distribution Budget \$ **388,571**

*The preliminary distribution budget must include recruitment of professional staff. Salaries have to be in place for providing processing of personnel action forms and employing individuals for this project. It will reduce the Year Five budget, when activities will be phasing down.

EXHIBIT 16

**GULF REGION HEALTH OUTREACH PROGRAM
ENVIRONMENTAL HEALTH CAPACITY AND LITERACY PROJECT**

I. EXECUTIVE SUMMARY

A. Purpose

The Environmental Health Capacity and Literacy Project (“EHCLP” or the “Project”) of the Gulf Regional Health Outreach Program (“Outreach Program”) will strengthen the resilience of vulnerable Gulf Coast communities by: building environmental health capacity to deliver coordinated specialty care; integrating the roles of community health workers, including environmental health navigators, as a viable and sustainable component of the health system; and embedding an environmental health science curriculum in public schools and universities across the region to promote environmental health literacy.

An overarching hallmark of the EHCLP is to ensure that programs and activities are developed using Gulf Coast resources, with deliverables tailored to, and embedded within, the affected Gulf Coast communities.

B. Sustainability

The EHCLP has built-in sustainability, as demonstrated by the following:

- Primary care physicians who have been trained to evaluate patients with environmental health complaints will also understand how effectively to access and maximize environmental peer consultation, and arrange specialty referral assets within their respective health services areas.
- Embedding community health workers (“CHWs”) within primary care centers serves to bolster accessibility of the local health workforce and improves the overall quality of care for the community.
- The future capacity of environmental health scientists will be enhanced by integrating environmental health into high school curricula, and by exposing students to environmental health research through close interaction with faculty and graduate students.

C. Target Populations

The primary target populations for the Project are “fisherfolk,” their families and their health care providers, who are living and working together in the designated parishes and counties within Louisiana, Mississippi, Alabama, and the Florida panhandle that may have been impacted by the Deepwater Horizon oil spill.

D. Partnerships and Collaborations

The EHCLP will work in partnership and collaboration with the Tulane University School of Public Health and Tropical Medicine (“Tulane”), the Louisiana Public Health Institute (“LPHI”), the Alliance Institute, Louisiana State University Health Sciences Center, the University of South Alabama, The University of Southern Mississippi and the University of West Florida. The EHCLP will build on both ongoing and recently funded research by the National Institutes of Health (“NIH”): *the RC2 SECURE GO grant* funded by the National Institute of Minority Health and Health Disparities, and the *U-19 GROWH Consortium* recently funded by the National Institute of Environmental Health Sciences (“NIEHS”), as well as a proposed project submitted to the Baton Rouge Area Foundation.

II. BACKGROUND AND RATIONALE

Communities living on our country’s Gulf Coast have faced decades of interdependent challenges directly affecting their individual health and that of their communities. Those challenges include: a lack of preparedness against natural disasters and the impact of those disasters on physical and psychological well-being; a persistence of health disparities, specifically related to chronic health conditions; and historical environmental contamination exacerbated by the aftermath of Hurricanes Katrina and Rita. While progress has been made in documenting those challenges, the solutions to date have been suboptimal. Those solutions have typically employed narrow, “silo-driven” research designs; lacked a community-based participatory approach; and failed to produce sustainable, system-driven solutions. The Deepwater Horizon oil spill provides a unique opportunity to explore rapid, tailored, and evidence-based environmental health services to address these *preventable* health challenges.

A lack of available baseline data has hampered opportunities to establish early, pre-exposure baseline health status, which has been an impediment to accurate risk assessment and subsequent health interventions. Activities to date have not adequately addressed persistent community health concerns. Most importantly, no comprehensive environmental health services have been provided to allay these concerns. The EHCLP is aimed at filling this pivotal gap.

III. OBJECTIVES AND KEY COMPONENTS

A. Objectives

The overall goal of EHCLP is to strengthen the resilience of vulnerable Gulf Coast communities through implementation of a five-year, Gulf Coast-wide integrated, community-based program to strengthen environmental health knowledge, increase the environmental health literacy of the community, and improve the environmental health knowledge of students and teachers along the Gulf Coast.

B. Key Project Components

There are three key components to the Project:

- Build sustained environmental health capacity in the Gulf Coast through an integrated regional network of informed primary care providers supported by a Gulf-wide environmental health specialty care system.
- Establish a cadre of trained Community Health Workers/environmental health navigators linking vulnerable communities in the affected Gulf Coast communities with frontline health services.
- Embed environmental health science in Gulf Coast high school, undergraduate and graduate education.

IV. PROJECT ACTIVITIES

A. Project Activities

- 1. Build sustained environmental health capacity in the Gulf Coast through an integrated regional network of informed primary care providers supported by a Gulf-wide environmental health specialty care system.**

The environmental health specialty care and health professionals education component of the Project will be implemented in collaboration with the Association of Occupational and Environmental Clinics (“AOEC”). Organized in 1987, the AOEC has grown from twenty-two charter clinics to sixty-three clinics in twenty-nine states, the District of Columbia, Canada, Germany and Dubai. AOEC is committed to environmental health promotion and disease prevention. AOEC has addressed the problem of vulnerable sub-populations exposed to low dose chronic exposures as part of both its environmental and occupational training and education. Since 1998, AOEC has augmented its expertise related to pediatric and pre-natal environmental health with the Pediatric Environmental Health Specialty Unit (“PEHSU”) program.

a. Environmental Health Specialty Referral Network

The AOEC will work with the Tulane team to establish a Gulf Coast-wide specialty referral network, specifically collaborating with AOEC clinics and individual AOEC members in the region. The regional capacity in environmental health will be augmented with AOEC expertise at the national level.

(1) Region-Specific Network

To develop a more region-specific network of referral sites, AOEC and Tulane will initially target frontline health providers connected to existing community clinics and

other primary care clinical units. Eventually, the more comprehensive community health clinics funded by the LPHI Primary Care Capacity Project (“PCCP”) will be included. In addition, AOEC will compile a list of medical school faculty from across the Gulf Coast region who specialize in community and occupational/environmental medicine, as well as individual physician members of AOEC (not affiliated with a particular corporate entity) located within the designated parishes and counties across the Gulf Coast.

(2) Peer Consultation

The proposed region-specific network will provide specialty peer consultation to the primary care providers. This will link primary care providers to environmental health specialists in peer-to-peer discussions that will assist the primary care providers in diagnosing and treating conditions with potential environmental causes. Primary care providers will also be able to refer patients to these environmental health specialists, who will provide environmental health specialty clinical evaluations, when indicated. The Project will pay for approximately 1000 of these referrals over its 5-year term. The specialty clinical evaluation will occur in consultation with the primary care provider, in order to maintain a patient-tailored trajectory of care, with referral back into the Patient Centered Medical Home (“PCMH”).

b. Health Professions Education

AOEC personnel will work with their Gulf Coast partners to develop at least three *Case Studies in Environmental Medicine* (“CSEM”) training modules, for use in educating frontline clinical professionals about environmental health topics. These CSEM modules will focus on issues of concern to the community, most notably those relating to seafood consumption and indoor/outdoor air pollution, and in particular, potential risks to sensitive/vulnerable subpopulations, (e.g. pregnant women and women of reproductive age and populations who depend upon subsistence fishing). While community-generated concerns are the primary focus, the CSEM will include generic information regarding occupational and environmental health, as well a section on risk communication and frequently asked questions.

(1) Educational Materials

The CSEM will incorporate existing AOEC educational materials, such as two previous fact sheets prepared by the PEHSU program, which relate to the 2010 Deepwater Horizon oil spill. The existing Deepwater Horizon-related fact sheets are intended to provide educational information for two distinct audiences: the community (especially parents) and community health care providers. The fact sheets are posted in both English and Vietnamese at <http://aoec.org/PEHSU/facts.html>. In addition to the PEHSU fact sheets, AOEC members have developed over a dozen CSEM modules for the Agency for Toxic Substances and Disease Registry (“ATSDR”) since 2005, on a range of topics, including Pediatric Environmental Health, Reproductive/ Developmental Hazards, Environmental Triggers of Asthma, Pre-Conception Health and Poly Aromatic Hydrocarbons (“PAH”).

(2) Continuing Education Credits

CSEM educational materials must be developed in such a way as to qualify for continuing education (“CE”) credits. Given the diversity of the professional population providing patient care across the Gulf Coast, suitable pre- and post-questions are required to satisfy strict requirements for awarding CE (e.g. Continuing Medical Education, Continuing Education Units, and Continuing Health Education Specialist credits). AOEC personnel have worked with the Centers for Disease Control and Prevention (“CDC”) to award CE credits since 2006, and CE credits provided through the CDC are also free of charge to the participating health care providers. Included in the scope of work for the CSEM is duplicating the educational materials into CD format, estimated to be 500 CDs with color labels, cover art and slim line cases, as well as appropriate posting of CSEM modules on the AOEC web site.

(3) Pilot Programs

AOEC and the developers of the new CSEM modules will work directly with the Tulane team to ensure coordination of efforts leading to pilot testing of the materials. There will be two separate pilot tests for each CSEM. The initial pilot testing should be done within the developer’s institution. To ensure appropriate cultural sensitivity to both the community members and the local health care providers, the final pilot testing should be done at a community health center or similar venue in the Gulf Coast region.

2. Establish a cadre of trained community health workers/environmental health navigators linking vulnerable communities in the designated affected Gulf- Coast communities with frontline health services.

Across the Gulf Coast, forty (40) Community Health Workers (“CHWs”)/environmental health navigators will be hired and trained with the ultimate goal of increasing access to health care information for underserved populations, including low-income individuals, minorities, immigrants, and communities with limited English language proficiency.

a. Recruitment

Recruitment strategies will focus on outreach to longstanding community partnerships, including faith-based organizations, teachers, not-for-profit community organizations, frontline health care providers, and well-recognized community leaders. To promote sustainability, the CHWs will be hired and supervised by, and based in, community clinics in the affected parishes and counties, with salary and benefits funded by the EHCLP. Community clinics, along with those funded by the PCCP, will be targeted for linkage to the environmental health specialty referral care system. The CHW navigators will be the “go-to” assets for connecting community members with environmental health information, and will serve as the link between the local health

care system and the Tulane/AOEC team – putting “just-in-time” and “just-in-case” information at the fingertips of their communities.

b. Training

Navigator training will be provided by the Community Health Workers Training Institute at the University of South Alabama, as part of the Outreach Program’s Community Health Workers Training Project. The training will consist of three parts: a core module emphasizing basic CHW skills, including disaster management and basic behavioral and communication skills; an environmental health specialty module, and a mental health module drawn from the Outreach Program’s Mental and Behavioral Health Capacity Project (“MBHCP”); and problem-based learning using adult learning principles, through case studies.

c. Support For Family Well-Being

A subset of the CHWs will be trained to support family wellness and overall well-being. There is a growing body of evidence that, in disaster-prone regions such as the Gulf Coast, there is a significant level of parental distress. This distress is a key contributor to family dysfunction. From a maternal and child health perspective, this is especially the case for first-time mothers. The CHWs trained in the support of family well-being will serve as trusted resources to assist in alleviating these stressors. All CHWs will receive annual re-training and will meet annually in a learning workshop to share experiences and lessons learned.

3. Develop an environmental health curriculum to train healthcare professionals, community health workers, teachers and students.

The environmental health curriculum and case studies will be developed and taught by the Tulane project team. The competency-driven curriculum will provide the performance benchmarks for evaluating CHW’s knowledge, skills and abilities. Tulane environmental health science experts will develop a curriculum in lay format for training CHWs. Faculty members in the Department of Global Environmental Health Sciences at Tulane have expertise in Toxicology, Risk Assessment, Disaster Preparedness and Management, Policy, Environmental Oncology, Environmental Epidemiology, Air Pollution, and Respiratory Disease. Working with the Community Health Workers Training Project, we will develop a tailored curriculum to train CHWs, using an iterative process. Initially, this will be intended to provide 40 CHWs with the knowledge required to communicate effectively about environmental health issues that may arise in future years.

a. Training Topics

- Basic toxicological principles
- Major environmental agents and hazards
- Exposure assessment

- Basic interpretation of air, water, and food quality data
- Basic risk assessment principles
- Disaster Preparedness
- Susceptible and vulnerable groups (e.g. children and pregnant women)
- Online and electronic resources for information
- Biomarkers and clinical tools for health assessment

b. Training Capacity and Portability

An important goal will be to develop a curriculum that is portable across the Gulf Coast in terms of its applicability and level of comprehension. The intent is to create a cadre of community-based CHWs knowledgeable in the field and armed with the tools to inform local community members in a trusting and engaging format. Therefore, our CHWs will serve as the critical hub between local communities and experts, drawn from both clinical and academic sectors across the Gulf Coast. Another key objective of this program will be to educate and train graduate students in environmental health sciences, including community-based participatory research and effective community risk communication. Select students will play an active role in developing the curriculum, disseminating the information, participating in workshops, and engaging CHWs in the process. This is essential to building sustainable partnerships with both current and future environmental health experts and CHWs.

c. High School, Undergraduate and Graduate Education

In collaboration with high schools, colleges and universities across the Gulf Coast, the program will deploy a tailored portfolio of pedagogical strategies to embed environmental health science in the educational institutions' respective curricula. We will partner with The University of Southern Mississippi, the University of South Alabama and the University of West Florida to deploy several key strategies.

(1) Regional Teacher's Education Workshop

Full-time teachers currently working in K-12 public and charter schools will be recruited to participate in a four-day *Regional Teacher's Education Workshop* ("RTEW") focused on environmental health sciences. The goal of the workshop is to engage teachers and expand their knowledge of environmental health, and the related public health implications, through an intensive four-day learning experience focused on environmental health content, instructional design methodologies, skill-based student assessments and strategies for integrating environmental health science into the existing school science curriculum. Workshops will be convened in each of the four affected states and will be hosted by a local teaching institution. A special aspect of the RTEW experience will be fieldtrips where teachers can learn firsthand how seafood is harvested and brought to market, and how oil resources are explored, produced and transported across the Gulf Coast.

(2) Environmental Health Summer Academy

The primary goal of the *Environmental Health Summer Academy* (“EHSA”) for advanced high school students is to provide Gulf-Coast youth with an opportunity for a ‘hands-on’ research experience. In collaboration with the partner universities in the affected areas (South Alabama, Southern Mississippi, West Florida), this program seeks to recruit students with exceptional potential to perform environmental health research, drawing on high schools, as well as undergraduate and master level students, attending regional public schools and colleges/universities. Summer students will design and work on their own research projects in areas of their specific interests. Faculty members who are actively involved in research across the Gulf Coast will act as mentors to provide valuable guidance and support, while simultaneously encouraging independent thought and exploration.

(3) Interacting With University Scientists

Summer students selected from across the Gulf Coast will work closely with post-doctoral fellows and candidates for Masters in Public Health (“MPH”) and Masters in Science (“MS”) degrees. Program participants will communicate research findings to their peers and instructors in a weekly student seminar series, and will be mentored in scientific writing by preparing a written report at the end of their project. Students who are selected to participate in the EHSA program will complete an 8-week internship, and will receive a stipend for successful completion of the training.

(4) The Emerging Scholars Program

This curriculum is designed for select high-school students, primarily those who are predisposed to or interested in science and environmental health sciences. Entrance into this program will be through a competitive process. The goal of this program is to engage promising young students in environmental health sciences, and demonstrate how the results of this experimental field are then applied in public health and policy. Students who participate in this program will be brought into participating university laboratories where a primary mentor will be responsible for their laboratory or field training. It is anticipated that current pre-doctoral and post-doctoral students in participating laboratories will serve as secondary mentors and will be credited for their contributions. This approach is designed to involve the student in the scientific process: from formation of hypotheses using topical research, to experimental analyses, and ultimately to description and presentation of findings. Tulane will develop curricula tailored to the expertise and capabilities of participating institutions and preceptors.

(a) Promoting evidence-based Science

A major goal of this program is to highlight the research being conducted across the Gulf Coast, affording an opportunity for promising young high-school students to participate in research in their region and promoting the training of current graduate students and postdoctoral trainees, as future mentors and leaders. This will create an

academic pipeline for high-school students to attend local Gulf Coast colleges and universities, and ultimately pursue graduate opportunities themselves.

(b) Understanding Gulf Coast Issues

Another key program goal will be to highlight important issues across the Gulf Coast by exposing promising young high-school students, their teachers, and current graduate students to the economic and environmental engines in our region, including the seafood industry, the energy industry and tourism. Participants will go into the field to get first-hand experience and learn how these industries operate and interrelate with one another, and how they interface with our communities, in both positive and negative ways.

V. PROJECT ASSESSMENT

The detailed budget highlights the deliverables. In year one, emphasis will be on conducting health professions education and developing the Gulf Coast environmental health specialty care network. Over its five-year life, the Project will make environmental specialty care services available to approximately 1000 participants by arranging for primary care providers to refer patients with more complex environmental health concerns to members of the network. A triage system will be developed by involving nurse case managers trained in environmental and occupational health.

Formal arrangements with area community clinics will facilitate hiring and supervising of CHWs. Similarly, the collaborative infrastructure in place with partner institutions (University of South Alabama, University of Southern Mississippi, University of West Florida) will facilitate implementation of the emerging scholars program across the Gulf Coast. Full-scale implementation over the five-year term of the EHCLP will result in a trained, primary care provider network, supported by the specialty care system; trained CHWs in each effected parish/county; and a cadre of environmental health scholars, who are put on a path to graduate education in environmental health sciences – from the bench (“lab”) to the community (“frontline”).

Each activity has a built-in evaluation component, which assesses the performance of both the participant/learner and the program components. For primary care providers at the learner level, the assessment of knowledge, skills and abilities will be accompanied by discipline-specific CEs. The AOEC has an existing program in place for evaluation of specialty referral care. Performance benchmarks and learner assessments will accompany the CHW training. Specific learning objectives and a “360 degree evaluation” assessment will be embedded in the Emerging Scholars Program. An evaluation specialist will coordinate the overall project evaluation activities.

VI. PROJECT MANAGEMENT AND ORGANIZATIONAL BACKGROUND

A. Project Management

Dr. Lichtveld, Project Leader, will provide technical and administrative oversight for all aspects of the EHCLP. In collaboration with the Tulane team, she will oversee the scope of work of all partners identified in the budget. It is important to note that, to be successful and foster sustainability, both community clinics and academic partners will have specific responsibilities and accountabilities to be outlined in their respective scope of work. Dr. Wickliffe, EHCLP's co-Project Leader, will provide technical oversight and implement the environmental health CHW training and will co-lead the emerging scholars program, including the teacher summer education workshop. He will coordinate the activities with the partner academic institutions. AOEC will provide technical oversight and programmatic management of all activities related to health professions education and environmental health specialty peer consultation, and clinical evaluations.

Maureen Lichtveld, MD, MPH, the EHCLP's Project Leader, is a Professor and Chair in the Department of Environmental Health Sciences. Dr. Lichtveld has a 30+ year career in public health and is an expert in disaster preparedness and management. She is currently the Principal Investigator for the NIH/NIEHS funded *Transdisciplinary Research Consortium for Gulf Resilience on Women's Health (GROWH)*, bringing together a regional consortium to enhance sustainable community infrastructures to advance innovative, community-centered, transdisciplinary research focusing on the environmental and psychosocial determinants of health. Dr. Lichtveld's expertise includes environmentally-induced disease; research methods in community-based participatory research; environmental health; epidemiology; and randomized intervention trials. Her research focus is primarily on vulnerable populations and reducing health disparities, regionally and nationally. Dr. Lichtveld has served as an expert consultant to the Institute of Medicine for many years on contemporary public health. During her 18-year career at CDC, Dr. Lichtveld provided national expertise in environmental health, emergency preparedness and public health systems research: as Associate Director for Workforce Policy and Planning, Dr. Maureen Lichtveld established and directed the National Network of *Centers for Public Health Preparedness*; directed CDC's prevention research program with schools of public health, schools of medicine, and the Association of Minority Health Professions Schools; was one of the original scientists in public health systems research specifically as it relates to workforce development. During her tenure at the Agency for Toxic Substances and Disease Registry, she provided oversight to the partnership with AOEC and conducted several community-based environmental health studies in minority and disadvantaged populations nationwide.

Jeffery Wickliffe, PhD, is trained as an environmental and ecological toxicologist, interested in the adverse effects that our chemical environment has on the genetic material and impacts on the public's health. He uses biomarkers of exposure and effect in conjunction with estimates and assessments of exposure to occupational toxicants as

well as environmental pollutants. Dr. Wickliffe has developed research projects examining genetic susceptibility to these chemical agents under this same experimental approach. He has expertise in human health and ecological risk assessment and instructs graduate level study in this field. He has a keen interest in risk communication in the context of chemical hazards. He has published on the ecological impacts associated with the Exxon Valdez oil spill in Alaska, as well as research conducted on impacts in the oil-impacted areas near Baku, Azerbaijan. Dr. Wickliffe has collaborative, funded research projects examining the impacts, direct and/or indirect, of the Deepwater Horizon accident on local seafood resources and local Vietnamese-American and non-Vietnamese-American communities using a community-based platform for research and risk communication. The ultimate goal of his research is to characterize and understand the complex nature of exposure to environmental chemicals and elements to better define cumulative stressors that humans actually encounter while not ignoring but incorporating the simultaneous benefits of consumption of important dietary nutrients.

Association of Occupational and Environmental Clinics (“AOEC”) has a long history of providing clinical consultation for primary care health providers. Since 1988, AOEC has been a recipient of cooperative agreements, grants and contracts totaling more than \$16 million with the American Red Cross Liberty Fund, the National Institute for Occupational Safety and Health (“NIOSH”) and the Agency for Toxic Substances and Disease Registry (“ATSDR”). In addition to clinical services, approximately 14,000 health professionals have received instruction under these NIOSH and ATSDR programs, and an additional 16,000 health professionals have been educated under the AOEC Pediatric Environmental Health Specialty Unit program. The AOEC also has supported postgraduate training opportunities in occupational and environmental medicine through one to two month rotations at NIOSH, participation in Health Hazard Evaluations and promotion of the occupational medicine residency programs. On a national basis, the AOEC currently provides over 200 referrals per month for adult occupational and/or environmental issues. These figures do not include the calls made directly to the AOEC clinics. The PEHSU program receives and responds to approximately 100 referral/consultation calls per month. These calls are a mix of referrals for treatment, information, and consultation for both community members and health professionals.

VII. PROJECT TIMELINE

See detailed budget attachment

VIII. BUDGET

See detailed budget attachment



"Environmental Health Capacity and Literacy Project"

Budget for the Entire Proposed Project Period

July 1, 2012 - June 30, 2017

Budget Category Totals	Year 1*	Year 2	Year 3	Year 4	Year 5
Personnel	955,678	982,708	697,375	716,657	736,518
Consultant Costs	28,000	20,000	15,000	15,000	15,000
Supplies	68,000	30,000	30,000	30,000	30,480
Travel	28,500	28,500	23,500	20,250	22,250
Other Expenses	229,190	214,690	214,690	184,000	184,000
Subcontracts	1,390,084	1,401,012	1,700,360	1,710,440	1,670,975
Total Direct Costs	2,699,452	2,676,910	2,680,925	2,676,347	2,659,223
IDC	323,934	321,229	321,711	321,162	319,107
Total Costs	3,023,386	2,998,139	3,002,636	2,997,509	2,978,330

Total Cost - \$15,000,000

* Required Preliminary Budget - \$755,847

EXHIBIT 17

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 Medical Benefits 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 Medical Benefits Settlement Class Counsel (“**Medical Benefits 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 Medical Benefits Settlement Agreement to be dated on or around April 16, 2012 (the “**Medical Settlement 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 XXII of the Medical Settlement Agreement. For purposes of this Guarantee, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Medical Settlement 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 Medical Settlement Agreement.

(b) The Claims Administrator or Medical Benefits 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 Medical Settlement 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 Medical Benefits 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 Medical Settlement 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 Medical Settlement Agreement have been performed in full and so declared by Court order, or (ii) such time as the Medical Settlement Agreement terminates or becomes null and void for any of the reasons set out in Section XIV of the Medical Settlement 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 Medical Settlement Agreement) for any reason, including (a) any amendment or waiver of any term of the Medical Settlement 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 Medical Settlement 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 Medical Settlement Agreement; (c) any requirement for the enforcement, assertion or exercise of any right or remedy under the Medical Settlement 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 Medical Benefits 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 Medical Benefits 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 Medical Benefits 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 Medical Settlement 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 Medical Benefits 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 Medical Settlement 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 Medical Benefits 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 Medical Benefits 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:

Matthew Garretson
c/o Garretson Resolution Group
7775 Cooper Road
Cincinnati, OH 45242
Fax: 513-936-5186
E-mail: mlg@garretsongroup.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 Medical Benefits 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 Medical Settlement Agreement, the First Guarantor, Beneficiary, Claims Administrator, and Medical Benefits 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 Medical Benefits 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 16th day of April, 2012.

BP CORPORATION NORTH AMERICA INC.


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



EXHIBIT 18

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 Medical Benefit Settlement Class (the “**Beneficiary**”) in connection with that certain Deepwater Horizon Medical Benefit Settlement Agreement to be dated on or around April 16, 2012 (the “**Medical Settlement Agreement**”), guaranteeing the payment obligations (the “**Obligations**”) of BP Exploration and Production Inc. and BP America Production Company (the “**Primary Obligors**”) under the Medical Settlement 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 XXII of the Medical Settlement 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 Medical Benefits Settlement Class Counsel (“**Medical Benefits 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 Medical Settlement 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 Medical Settlement 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 Medical Settlement Agreement.

(b) The Claims Administrator or Medical Benefits 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 Medical Settlement 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 Medical Benefits 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 Medical Settlement 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 Medical Benefits 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 Medical Benefits 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 continuance 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 Medical Settlement Agreement have been performed in full and so declared by Court order, (ii) five years after the Effective Date, as defined in the Medical Settlement Agreement, or (iii) such time as the Medical Settlement Agreement terminates or becomes null and void for any of the reasons set out in Section XIV of the Medical Settlement 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 Medical Settlement Agreement) for any reason, including (a) any amendment or waiver of any term of the Medical Settlement 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 Medical Settlement 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 Medical Settlement Agreement; (c) any requirement for the enforcement, assertion or exercise of any right or remedy under the Medical Settlement 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 Medical Benefits 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 Medical Benefits 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 Medical Benefits 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 Medical Settlement 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 Medical Benefits 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 Medical Settlement 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 Medical Benefits 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 Medical Benefits 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:

Matthew Garretson
c/o Garretson Resolution Group
7775 Cooper Road
Cincinnati, OH 45242
Fax: 513-936-5186
E-mail: mlg@garretsongroup.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 Medical Benefits 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 Medical Settlement Agreement, the Second Guarantor, Beneficiary, Claims Administrator, and Medical Benefits 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 Medical Benefits 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 19

**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.