

Policy/Procedure ID	Announced Date	Policy Subject	Policy Summary	Settlement Agreement Reference	Affected Claim Types/ Review Processes
Pol-1	5/5/2012	Individual Economic Loss Claims: Similar Jobs	The Settlement Agreement refers to "comparable jobs" and "similar jobs." "Comparable job" is defined in Definition C-Benchmark Period, but "similar job" is not defined. Everywhere the Settlement Agreement references "similar job," we will use the "comparable job" definition.	Exhibit 8A	IEL
Pol-2	5/11/2012	Coastal Real Property Claims: Document Requirements for Lessees	If a claimant is the lessee of a Parcel or Deeded Boat Slip, we only require the claimant to submit an executed copy of the lease agreement and proof of payments made under the lease terms.	Exhibit 11A, Section 1	Coastal
Pol-3	5/11/2012	All Property Claims: Joint Ownership	We will process claims based on claimant responses and submitted documentation. If a claimant submits proof of ownership with someone else, the compensation amount will be reduced by the claimant's ownership percentage of the parcel or vessel.	Exhibit 11A, Section 2.F.iii; Exhibit 12A, Sec. 2.E.iii; Exhibit 13A, Sec. 2.B.c	Real Property Sales, VoO Charter Payment, Coastal, Wetlands, Vessel Physical Damage
Pol-4	5/11/2012	Coastal and Wetlands Real Property Claims: Vessel Damage	The Coastal and Wetlands Real Property Claim Forms inform claimants that claims for physical damage to a vessel must be made under the Vessel Physical Damage Claim framework. If a claimant submits a Coastal or Wetlands Real Property Claim for physical damage to a vessel, we will send the claimant a Notice stating that the physical damage claim must be filed as a Vessel Physical Damage Claim.	Exhibits 11A, p. 7, Sec. 3A; 12A, p. 7, Sec. 3A	Coastal, Wetlands
Pol-6	5/11/2012	Exclusions: Sellers/Marketers of BP-Branded Fuel	We will allow individuals that identify as employees of BP-branded fuel to submit and be compensated for any claim not related to BP-branded fuel.	Section 4.4.7, Section 2.2.4.1, Section 2.2.4.2, Section 2.2.4.3, Section 2.2.4.4, Section 2.2.4.5, Section 5.10.2, Section 5.10.3, Section 5.10.4, Exhibit 16, Exhibit 17, Exhibit 18	Exclusions
Pol-7	5/17/2012	Business Economic Loss Claims: Causation	If the claimant only submits 2007 and 2009 documentation, the claimant must use 2009 as the only potential benchmark if he/she/it cannot provide 2008 documentation.	Exhibit 4B	BEL
Pol-8	5/17/2012	Individual Economic Loss Claims: Causation	For each Claiming Job, we will determine if a claimant submitted sufficient information for each category designation to pass causation and perform a calculation. If a claimant cannot submit Tax Information Documentation for 2010 and/or the claimant's Base Year(s), we will consider him incomplete unless the claimant provides a Sworn Written Statement for the years in which he is missing information. For example, if the claimant provided tax records from 2007-2009 and only payroll records from 2010, he is incomplete unless he provides a Sworn Written Statement indicating that no 2010 tax return is available. Submitting pay period documentation is not a substitute for tax documentation that is otherwise available.	Exhibit 8A	IEL
Pol-9	5/17/2012	Individual Economic Loss Claims: Causation	We will evaluate each Claiming Job on its own merits. Therefore, claimants could have one Category I Claiming Job and a Category II Claiming Job and a Category III New Entrant Claiming Job. This should be rare.	Exhibit 8A	IEL
Pol-10	5/17/2012	Individual Economic Loss Claims: Causation	We will treat a claimant who worked for an Eligible Employer and was terminated for cause to be eligible to collect losses until the date of termination with no RTP applied as long as that claimant can produce documentation of earnings for at least a 90 day Compensation Period.	Exhibit 8A, I, II and III, Claimants without a Causation Presumption	IEL
Pol-11	5/17/2012	Individual Economic Loss Claims: Causation	The Compensation Period must be 90 days long, and if not, the Claiming Job will fail for causation. The claimant will receive an incomplete notice requesting additional information. If he cannot produce this information, he will be denied for that Claiming Job.	Exhibit 8A, p.5, and Terminated Claimants, pp. 11 and 20	IEL

Pol-12	5/17/2012	Individual Economic Loss Claims: Causation	We will treat a claimant as if he worked at the time of the Spill if he submits consistent tax document from 2009 to 2010 from the same employer even if there is no clear indication that he was working on 4/20/10. If there is some indication that the claimant was not employed for the entire year (i.e.: through Pay Period Earnings Documentation), we will use that information to make a determination on the start and end date of the claimant's employment.	Exhibit 8A, Terminated Claimants, pp. 11 and 20	IEL
Pol-13	5/17/2012	Individual Economic Loss Claims: Employment-Related Benefits Losses	If the claimant passes causation as a Category I, II, or III (not a New Entrant), we will assume that the termination of his Health Care Benefits are caused by the Spill.	Exhibit 8C, p.3, II.A.2.d	IEL
Pol-14	5/17/2012	Individual Economic Loss Claims: Claimant Classification	Individuals include the self-employed who did not file Form 1040 Schedules C, E, or F. A Schedule C may or may not indicate that the self-employed person is taxed as a business. We will treat claimants who submit a Schedule C that does not show any expenses as Individual Claimants.	Exhibit 8A, Tax Documentation and Classification	IEL
Pol-15	5/17/2012	Individual Economic Loss Claims: New Entrants	The definition of New Entrant does not contemplate geographical limitations. If claimants were employed anywhere in a comparable job, not just in the Gulf, and this disqualifies them from being New Entrants.	Exhibit 8A, p.4	IEL
Pol-16	5/17/2012	Individual Economic Loss Claims: New Entrants	If claimants move from full-time work to part-time or seasonal work, they qualify as New Entrants. If claimants move from part-time to full-time or seasonal work, they qualify as New Entrants. If claimants move from seasonal work to part-time or full-time work, they qualify as New Entrants. If claimants change jobs but stay in the same level of work, regardless of where those jobs are, they do not qualify as New Entrants.	Exhibit 8A, p.4	IEL
Pol-17	8/28/2013	Individual Economic Loss Claims: Restated Policy on Application of Category IV RTP	See the attached Final Policy Announcement memo.	Exhibit 8A, Section IV	IEL
Pol-17	5/17/2012	Individual Economic Loss Claims: Losses Calculation	Exhibit 15 provides an RTP of 1 for Category IV claimants provided they still lived within 60 miles of their place of employment. The Claims Administrator will use mapping software to determine this radius.	Exhibit 8A, I, RTP Calculations	IEL
Pol-18	5/17/2012	Individual Economic Loss Claims: Causation	The Claims Administrator will resurrect denied IEL claims when the Claiming Job's employer later became eligible on a BEL claim.	Exhibit 8A, I and II, Claimants without a Causation Presumption	IEL
Pol-19	5/17/2012	Individual Economic Loss Claims: Document Requirements	In Category IV, A.4.b.iii, the Framework lists information that the employer shall provide, including how the employer terminated the claimant's employment, reduced the claimant's hours of work, etc. , but does not include how the employer amended the claimant's employment. Elsewhere in the Framework (i.e., New Entrant offers of employment), the words "reduced or amended" are used. We will read "amended" into the Category IV, A.4.b.iii definition.	Exhibit 8A, IV.A.4.b.iii	IEL
Pol-20	5/17/2012	Individual Economic Loss Claims: Employment-Related Benefits Losses	We will consider a claimant for losses for Employment-Related Benefits Losses, Reimbursable Search Costs, Reimbursable Training Costs, or One-Time Loss Addendum when a claimant asserts it on a Claim Form, submits a letter specifically referencing it, or submits documentation specific to this. If during review, we determine there is insufficient information to perform a calculation on of these loss categories, we will alert the claimant through a Notice.	Exhibit 8C, Incompleteness	IEL

Pol-21	5/17/2012	Individual Periodic Vendor/Festival Vendor Claims: Causation	One of the eligibility requirements for IPV/FV is that the claimant does not have a fixed business location. However, the causation analysis requires that we determine each loss location because claimants alleging losses in Zone C must provide additional documentation providing causation. We will (1) exhaust every possible avenue to distinguish between the sales (calling the claimant, scouring the documents, etc.) and (2) if we cannot do so, create a calculation method to exclude a certain amount or percentage of the sales that we cannot verify causation.	Exhibit 8D	IPV/FV
Pol-22	5/17/2012	Individual Periodic Vendor/Festival Vendor Claims: Losses Calculation	If a claimant identifies as both an IPV and FV, we will perform a calculation under each and the claimant may be able to recover the maximum amount under both, for a total of \$48,000 maximum compensation amount.	Exhibit 8D	IPV/FV
Pol-23	5/17/2012	Real Property Sales: Foreclosures	Footnote 2 excludes property transfers from borrowers to lenders as part of the foreclosure process. We will review all submitted documentation and determine from the documentation whether the nature of the transaction is a foreclosure.	Exhibit 13A - Footnote 2.	Real Property Sales
Pol-24	9/20/2013	VoO Charter Payment Claims: Use of BP Provided VoO Data	See the attached Final Policy memo.		VoO Charter Payment
Pol-24	5/17/2012	VoO Charter Payment Claims: BP Data	We will use the BP data as a tool, but if a claimant is not in the data but provides all necessary documentation to prove a VoO Claim, we will not deny that claimant.		VoO Charter Payment
Pol-25	5/18/2012	Subsistence Claims: Compensable Species	We will consider other species not mentioned in the short list of game included in the "Other Wetlands and Coastal Wildlife" definition as compensable if claimants prove that access to the resource was impaired by the Spill and those claimants satisfy the other requirements of the Subsistence framework.	Exhibit 9, Footnote 1	Subsistence
Pol-27	5/18/2012	Subsistence Claims: Traditional or Customary Manner	"Traditional or customary manner" means the claimant fishes, hunts, consumes, barbers, and/or trades the resources in a manner that is traditional and customary to the claimant.	Exhibit 9, Section A(2)	Subsistence
Pol-29	5/21/2012	Business Economic Loss Claims: Causation	If the claimant had annual revenue of greater than \$75,000 in the chosen benchmark period, the claimant is not be eligible to establish causation by proxy claimant.	Exhibit 4B	BEL
Pol-30	11/25/2013	Individual Economic Loss Claims: Restated Policy on Alternative Location of Loss	See the attached Final Policy memo.	Exhibit 8A	IEL
Pol-30	5/21/2012	Individual Economic Loss Claims: Causation	The Causation Requirements contain a directive that claimants may establish an alternative location of economic loss for the Claiming Job other than their employer's location by providing evidence that their primary employment activities and responsibilities occur in a location different from their employer's business address, and that the claimed DWH Spill-related economic loss occurred at such location. We will determine primary by looking at the claimant's work to see if more than 50% of the claimant's time at work was at the alternative location.	Exhibit 8A, Section II, B	IEL
Pol-31	5/21/2012	Individual Economic Loss Claims: New Entrants	Under Category III, New Entrants, the Framework requests information demonstrating significant affirmative steps have been taken to establish residency within "close enough proximity" to anticipated location of employment. We will use 60 miles to define "close enough proximity." After receiving a Payment Notice, the claimant can contest this distance.	Exhibit 8A, III, p.34	IEL
Pol-32	5/21/2012	Individual Economic Loss Claims: Reimbursable Training Costs	We will not require original documentation for Reimbursable Training Costs. We will accept photocopies and original documents.	Exhibit 8A, I, II and III	IEL

Pol-33	5/21/2012	Subsistence Claims: Recreational Fishermen and Hunters	We will not use frequency of fishing and/or hunting as a proxy to determine whether a claimant is a recreational fisherman and/or hunter. We will use the information we obtain through claimant interviews and Subsistence Claimant Affidavits to determine whether a claimant is a recreational fisherman and/or hunter.	Exhibit 9	Subsistence
Pol-37	5/21/2012	Seafood Compensation Program Claims: Losses Calculation	We will only include an RTP calculation in the Historical Revenue Method models as the pre-determined compensation award for the Expedited and Reduced Expedited Methods include the RTP.	Exhibit 10	Seafood
Pol-38	5/21/2012	Seafood Compensation Program Claims: Losses Calculation	We will calculate the best Benchmark Period and Compensation Method (where available) for each claimant.	Exhibit 10	Seafood
Pol-39	5/21/2012	Seafood Compensation Program Claims: Losses Calculation	For all non-Crew claims we will consider the Benchmark Period to cover income from the entire year.	Exhibit 10	Seafood
Pol-40	5/21/2012	Seafood Compensation Program Claims: Losses Calculation	We will evaluate each claimant to determine if there is an award under each of the Compensation Methods to determine the best outcome. There is no minimum requirement to qualify for the Historical Revenue Method.	Exhibit 10	Seafood
Pol-41	5/21/2012	Seafood Compensation Program: Prior Payments	Prior Seafood Spill-Related Payments are claimant-specific and any offset will be taken after an award is allocated between the Vessel Owner and Lessee.	Exhibit 10	Seafood
Pol-43	5/22/2012	Business Economic Loss Claims: Sweat Equity	We will use the definition of Sweat Equity in the Framework to compensate business owners for time spent putting the business in place. For example, an ice cream shop owner painting the building is Sweat Equity.	Exhibit 6	BEL
Pol-44	5/22/2012	All Property Claims and Subsistence Claims: Prior Payments	1. We will deduct prior payments for the sale of Real Property made during the GCCF from Real Property Sales Claims. 2. We will deduct prior payments for physical damage made in the GCCF from Coastal or Wetlands Real Property Claims that include physical damage to Real or Personal Property aspects if the damaged Real or Personal Property is the same property previously compensated in the GCCF. 3. We will deduct prior payments for physical damage to a vessel made in the GCCF from Vessel Physical Damage Claims if the vessel claimed in the DWH Program is the same claimed in the GCCF. 4. We will make the deductions/offsets from VoO Charter Payment Claims as described in the Settlement Agreement. 5. We will deduct prior GCCF Subsistence payments.		Real Property Sales, Subsistence, VoO Charter Payment, Coastal, Wetlands, Vessel Physical Damage, Prior Payments
Pol-45	5/22/2012	Exclusions: Gaming	Section 2.2.4.3 and Exhibit 18 list video gaming at bars, bingo parlors, hotels, off-track betting, racetracks, restaurants and truck stops as an exception to the exclusion for gaming industries and employees. If video gaming occurs at bars, restaurants, hotels, and truck stops, it is included. If video gaming occurs at any other location, it is excluded.	Section 2.2.4.3, Exhibit 18	Exclusions
Pol-46	5/22/2012	Individual Economic Loss Claims: Prior Payments	We will consider any BP payment and GCCF payment for Lost Earnings and Profits as an offset against an award for Individual Economic Loss.	Exhibit 8A, p.8	IEL
Pol-47	5/22/2012	Individual Periodic Vendor/Festival Vendor Claims: Losses Calculation	We will calculate a compensation amount by comparing the total earned income for three or more months in 2009 with the same three or more months in 2010 and must also compare all possibilities from May - December in both years to determine this amount. We will ask in the Required Documents that a claimant should provide a monthly breakdown of total earned income for the Compensation Period, if the claimant is able to do so.	4.3.8 and Exhibit 8D, pp. 6-7, 14-15	IPV/FV
Pol-53	5/24/2012	Business Economic Loss Claims: Claimant Classification	We will process claimants under the correct framework, regardless of which Claim Form they filed, and give claimants the opportunity to submit any required documentation.		BEL

Pol-54	5/24/2012	Business Economic Loss Claims: Losses Calculation	If it is clear that a Business Claimant was in business in 2007, but the claimant does not provided financial information from 2007, we will base the calculation only on documents provided. If the claimant selects a period for which they have not provided documents, we will request documents for the period or ask the claimant to pick a period for which he/she has provided documents.		BEL
Pol-55	5/24/2012	Business Economic Loss Claims: Causation	Businesses that establish causation by demonstrating a Spill-related cancellation are compensated solely pursuant to Exhibit 4E and are not entitled to any compensation pursuant to Exhibit 7 (the Framework for Start-Up Businesses).	Exhibit 4E	BEL
Pol-56	5/24/2012	Business Economic Loss Claims: Causation	Causation period is limited to 3 months.		BEL
Pol-57	5/24/2012	Business Economic Loss Claims: Multi-Facility Businesses	If a Multi-Facility Business files a consolidated claim with Headquarters in Zone A, the Claims Administrator will assess the business using Zone A requirements.	Exhibit 5	BEL
Pol-58	5/24/2012	Business Economic Loss Claims: Consolidated Claims	Accountants are not responsible for determining if the claimant would be better off filing a consolidated claim or individual claims by location if the claimant has made an election and provided full documentation for that selection. If, however, the claimant provides full information with the claim, such that we can make a determination that a better option is available, we will notify the claimant.	Exhibit 5	BEL
Pol-59	5/24/2012	Individual Economic Loss Claims: Causation	For each Claiming Job, we will determine if a claimant submitted sufficient information for each category designation to pass causation and perform a calculation. If a claimant cannot submit Tax Information Documentation for 2010 and/or the Base Year(s), we will consider the claimant incomplete unless the claimant provides a Sworn Written Statement for the years in which he or she is missing information. For example, if the claimant provided tax records from 2007-2009 and only payroll records from 2010, the claimant is incomplete unless he or she submits a Sworn Written Statement indicating that no 2010 tax return is available. Submitting pay period documentation is not a substitute for tax documentation that is otherwise available.		IEL
Pol-60	8/28/2013	Individual Economic Loss Claims: Restated Policy on Required Proof of Termination	See the attached Final Policy Announcement memo.	Exhibit 8A	IEL
Pol-60	5/24/2012	Individual Economic Loss Claims: Causation	We will require any terminated claimant working for an Eligible Employer to provide proof that his or her termination was not for cause to pass Causation.	Exhibit 8A, pp. 12, 20, and 30	IEL
Pol-61	5/24/2012	Individual Economic Loss Claims: Reimbursable Search Costs	We will pro-rate the gas tank mileage and allocate the portion of the receipt that we can determine was related to job search to the claimant's losses.	Exhibit 8A, I, II and III	IEL
Pol-63	5/24/2012	Exclusions: NAICS Codes	Section 4.4.7.1 requires the Settlement Program to use the NAICS code found on the Entity's 2010 tax return, 2010 business permits or licenses, and/or other evidence of the Entity's activities necessary for the Settlement Program to determine the appropriate NAICS code for that Entity Claimant and any employees of that Entity making claims related to their employment with that Entity. The Claims Administrator will prioritize 2010 tax records but will use any and all information available to determine the correct NAICS code. If what is on the taxes doesn't match the license or an Entity search, the Claims Administrator will conduct a review to determine the natural of the business and the employees work with that business.	Section 4.4.7, Section 2.2.4.1, Section 2.2.4.2, Section 2.2.4.3, Section 2.2.4.4, Section 2.2.4.5, Section 5.10.2, Section 5.10.3, Section 5.10.4, Exhibit 16, Exhibit 17, Exhibit 18	Exclusions

Pol-63	5/11/2012	Exclusions: NAICS Codes	Section 4.4.7.1 requires the Settlement Program to use the NAICS code found on the Entity's 2010 tax return, 2010 business permits or licenses, and/or other evidence of the Entity's activities necessary for the Settlement Program to determine the appropriate NAICS code for that Entity Claimant and any employees of that Entity making claims related to their employment with that Entity. The Claims Administrator will prioritize 2010 tax records but will use any and all information available to determine the correct NAICS code. If what is on the taxes doesn't match the license or an Entity search, the Claims Administrator will conduct a review to determine the natural of the business and the employees work with that business.	Section 4.4.7, Section 2.2.4.1, Section 2.2.4.2, Section 2.2.4.3, Section 2.2.4.4, Section 2.2.4.5, Section 5.10.2, Section 5.10.3, Section 5.10.4, Exhibit 16, Exhibit 17, Exhibit 18	Exclusions
Pol-65	5/24/2012	Individual Economic Loss Claims: Reimbursable Training Costs	During the review, the reviewer will be guided by a chart we developed to determine if a training would be relevant to a particular industry. If the Claiming Job is in an industry and the claimant completed a training that may be relevant to the industry, the training costs are reimbursable.	Exhibit 8A	IEL
Pol-66	5/24/2012	Business Economic Loss Claims: Claimant Classification	A claimant may file a Business Economic Loss claim as well as an Individual Economic Loss claim.		BEL
Pol-67	5/24/2012	Business Economic Loss Claims: Multi-Facility Businesses	If a Multi-Facility Business Claimant elects to file separate claims for each individual Facility, we will not require simultaneous submission. Each Facility in a Multi-Facility Business will be processed in the correct framework (BEL, Start-Up, or Failed).	Exhibit 5	BEL
Pol-70	5/25/2012	Fraud: Authorizations	Some Exhibits (e.g., Exhibit 8A, Page 10 and Exhibit 10, Page 67) require the claimant to provide forms in which the claimant authorizes the Claims Administrator to: (1) verify employment and wage records, (2) obtain Tax Information Documentation from the Internal Revenue Service and/or Social Security Administration, and (3) confirm any bank account information for certain periods. Other Exhibits provide only that any statements made in a Claim Form and any documentation submitted with a Claim Form may be verified as judged necessary by the Claims Administrator (e.g., Exhibit 4A, Page 2). We will not require the claimant to sign the authorizations at the time that a claim is filed. We will request these authorizations from the claimants if necessary to review and verify the claimant's submitted documentation.	Exhibits 8A, 10, 4A	Fraud Audits
Pol-72	5/26/2012	VoO Charter Payment Claims: Prior Payments	We will apply the VoO Earned Income Offset to the Economic Loss Claim, regardless of whether the claimant has submitted a VoO Claim, provided the vessel claimed in the Economic Loss Claim is identified as the same vessel paid in VoO. We will apply the VoO Settlement Payment Offset to the last reviewed or paid claim.	38.164 38.166	VoO Charter Payment
Pol-76	5/31/2012	Appeals: BP Responses	BP will respond to every Appeal, including those involving Denials. If BP does not participate in the baseball process, the Compensation Amount awarded by the Claims Administrator will become BP's Final Proposal amount.		Appeal
Pol-77	5/31/2012	Appeals: Claimant Responses	If the claimant does not participate in the baseball process, the Compensation Amount awarded by the Claims Administrator will become the claimant's default Final Proposal amount.		Appeal
Pol-78	5/31/2012	Appeals: Denial Appeals	There will be a \$100 filing fee for Appeals of Denials.		Appeal
Pol-79	5/31/2012	Appeals: Parties to the Appeal	BP and the claimant are parties to every Appeal. The Claims Administrator is never a party.		Appeal

Pol-80	5/31/2012	Attorney Representation: Overlapping Representation	When an overlapping representation arises, we will send an Overlap Resolution Letter to both Firms instructing them to determine who will act as the Primary Counsel for the Claimant. The Firms will have 7 days to respond. The letter will explain that if we do not receive a resolution from the Firms within those 7 days, the Firm that filed the Claim first would be Primary Counsel. If there is no agreement between the Firms with those 7 days, we will mark the Firm that filed the claim first as Primary Counsel.		Other: Attorney Representation
Pol-81	5/31/2012	Attorney Representation: Primary Counsel	For communication purposes, Primary Counsel will be a lawyer or law firm who represents a Claimant pursuant to a written agreement, provided that, for all purposes of this Agreement, the Primary Counsel of any particular Claimant shall be the lawyer or law firm named as such in the Claimant's Claim Form. We will not require retainer agreements to identify Primary Counsel. Rather, Primary Counsel will be the lawyer or law firm that is listed on the Registration Form. For payment purposes, the attorney certification process will be followed.		Other: Attorney Representation
Pol-82	5/31/2012	Business Economic Loss Claims: Failed Businesses	The Failed Business Economic Loss framework only applies to businesses who ceased operations between May 1, 2010 and December 31, 2011.	Exhibit 6	BEL
Pol-83	5/31/2012	Business Economic Loss Claims: Proof of Customer Addresses	In the event that credit card receipts do not have cardholder address information, there are other types of documents specified that a claimant can provide, e.g., customer registration logs and business documents reflecting contemporaneous recording of receipts or invoices listing customers by location.	Exhibit 4A	BEL
Pol-84	5/31/2012	Business Economic Loss Claims: Multi-Facility Businesses	If a Multi-Facility Business Claimant has its Headquarters and all Facilities located within the Gulf Coast Areas and elects to file as a consolidated business, the Entity can file claims for any one, or more, but not all, of the facilities, or it can file a "consolidated" claim for all facilities.	Exhibit 5	BEL
Pol-85	5/31/2012	Business Economic Loss Claims: Profit and Loss Statements	Section 4 of Exhibit 4A states, "Profit and loss statements shall identify the dates on which they were created." If a claimant has already submitted P&L statements that do not identify the dates on which they were created, the claimant may resubmit the P&L statements with addition of the dates on which they were created or may provide a separate document identifying the dates on which the P&L statements were created.	Exhibit 4A	BEL
Pol-87	5/31/2012	Business Economic Loss Claims: Proof to Establish Causation Proxy Claimant	A Rural Business claimant may establish causation through a Causation Proxy Claimant only if the claimant provides information sufficient for the Claims Administrator to determine that a causal relationship exists between the claimant's financial performance and the financial performance of the Causation Proxy Claimant. The claimant must provide sufficient documentation to support the conclusion but is not limited to a particular type or category of documentation.	Exhibit 4B	BEL
Pol-88	5/31/2012	Business Economic Loss Claims: Start-Up Businesses	Exhibit 7 reads: "Claimant's Expected Profit/Loss for the Compensation Period will be calculated as the difference between the claimant's Expected Revenue and Expected Costs, provided that Expected Revenue and Expected Costs must both be based on actual results from the Benchmark Period, or, if alternatively selected by claimants in Zones B and C, both Expected Revenue and Expected Costs must both be based on qualifying projections as described herein." Claimants in Zone A can also alternatively use revenue and costs based on qualifying projections.	Exhibit 7	BEL

Pol-89	5/31/2012	Exclusions: Real Estate Developers	We will allow Businesses that identify as Real Estate Developers to submit a Claim for Coastal, Wetlands and Real Property Sales Damage Claims but no other Claims Forms. The review process will similarly block other Claims if a reviewer identifies a business as a Real Estate Developer.	Section 1.3.1.11, Section 2.2.4.7, Section 5.10.4.1.1, Exhibit 16	Exclusions
Pol-90	8/22/2013	Individual Economic Loss: Restated Policy on the Meaning of "Between" Dates Throughout Exhibit 8A.	See the attached Final Policy Announcement memo.	Exhibit 8A	IEL
Pol-90	5/31/2012	Individual Economic Loss Claims: Length of Time Calculation	For any reference to events between certain dates in the Settlement Agreement, we will include the start and end dates.	Exhibit 8A	IEL
Pol-91	5/31/2012	Individual Economic Loss Claims: Part-Time and Full-Time Employment Definitions	We will treat a part-time employee as someone who regularly works fewer than 40 hours and a full-time employee as someone who regularly works 40 or more hours.	Exhibit 8A	IEL
Pol-92	11/1/2013	Individual Economic Loss Claims: Restated Policy on Career Changers - Application of the 20% Test	See the attached Final Policy memo.	Exhibit 8A, Section III	IEL
Pol-92	5/31/2012	Individual Economic Loss Claims: Career Changers	We will consider a claimant who is employed in the same line of work but with a different employer and the income earned at the comparable job changed by 20% or more between the Benchmark Period and the Compensation Period as a Career Changer subject to the rules of Category III.	Exhibit 8A, Career Changers	IEL
Pol-93	9/18/2013	Individual Economic Loss Claims: Restated Policy on Optimal Calculations	See the attached Final Policy Announcement memo.	Section 4.3.8	IEL
Pol-93	5/31/2012	Individual Economic Loss Claims: Losses Calculation	We will select the best Benchmark and Compensation Periods considering all possible variables to determine the optimal calculation result for claimants.	Section 4.3.8	IEL
Pol-94	5/31/2012	Individual Economic Loss Claims: FEIN Determination	Claimants without tax documentation who provide Pay Period Earnings Documentation may not have a documented FEIN associated with their employer. Assuming we cannot confirm the employer's EIN through GCCF Business Entity or State Databases, we will send an Incompleteness Notice to claimants to request information regarding FEINs that we cannot determine.	Exhibit 8A, II	IEL
Pol-95	5/31/2012	Individual Economic Loss Claims: FEIN Determination	We will request the employer's FEIN as one of the fields in an Employer Sworn Written Statement.	Exhibit 8A, IV	IEL
Pol-96	5/31/2012	Individual Economic Loss Claims: Employment-Related Benefit Losses	For amended offers, the protocol requires the Claimant to prove the specific basis of the inability to participate in coverage due to the spill. We will assume a Sworn Written Statement from an Authorized Representative will satisfy this requirement unless other documentation clearly indicates the specific basis.	Exhibit 8C, p.2	IEL
Pol-97	5/31/2012	Individual Economic Loss Claims: Employment-Related Benefit Losses	The Framework requests information and documentation of an offer of COBRA or Replacement Insurance Coverage that was not accepted, but this type of information is not included in any of the calculations of health insurance losses. In addition, if a claimant was offered, but did not accept, an offer for COBRA or Replacement Insurance Coverage, 8C requires the claimant to submit contemporaneous documents evidencing the terms of any COBRA coverage. We request information about offers for Replacement Coverage in the Claim Form as a check box in Section F.2, based on the protocol set forth in 8C. However, based on responses from the Parties, we will not make this part of any incompleteness process, or incorporate this information during review. We will remove this requirement from the online Claim Form and Instructions Booklet, and we will remove it from the hard copy forms for the next printing.	Exhibit 8C., p.4, II.A.5	IEL

Pol-98	5/31/2012	Individual Economic Loss Claims: Reimbursable Search Costs	We will not reimburse for moving/relocating expenses, uniform expenses and required tool expenses that are incurred as part of the employment process. Additionally, we will not reimburse for expenses for car repairs, grooming, clothing and meals.	Exhibit 8A, I, II and III	IEL
Pol-99	5/31/2012	Individual Economic Loss Claims: Reimbursable Search Costs	Expense documentation that does not list the claimant's name are compensable if the expense is eligible, the claimant specifically identifies the expense in either the Claim Form or correspondence and the supporting documentation proves the expense was paid.	Exhibit 8A, I, II and III	IEL
Pol-100	5/31/2012	Individual Economic Loss Claims: Reimbursable Search Costs	We will assume all claimed Search Costs occurring after 4/20/10 to be the direct result of the Spill.	Exhibit 8A, I, II and III	IEL
Pol-101	5/31/2012	Individual Economic Loss Claims: Reimbursable Training Costs	We will reimburse for classes that are not necessary for obtaining a two or four-year degree but that relate to training for new employment.	Exhibit 8A, I, II and III	IEL
Pol-102	5/31/2012	Individual Economic Loss Claims: Reimbursable Training Costs	We will reimburse for training costs incurred by claimants who begin employment in a field related to their training prior to the training's completion, claimants who accept employment with the condition that they pay out of pocket for applicable training expenses and/or certifications are eligible for full reimbursement, and claimants who make a claim for expenses associated with any training and/or certifications required to keep their current job are not eligible for reimbursement.	Exhibit 8A, I, II and III	IEL
Pol-103	5/31/2012	Individual Economic Loss Claims: Reimbursable Training Costs	We will not reimburse for costs associated with Oil Spill Cleanup when calculating Reimbursable Training Costs.	Exhibit 8A, I, II and III	IEL
Pol-105	5/31/2012	Business Economic Loss Claims: Multi-Facility Businesses	A Multi-Facility Business with its Headquarters located outside the Gulf Coast Areas that did not maintain separate contemporaneous profit and loss statements for each Facility in the Gulf Coast Areas during the Benchmark Period and 2010, may submit a consolidated claim for all Facilities located within the Gulf Coast Areas. The Additional Multi-Facility Business Documentation must be provided, and the Settlement program shall apply the relevant Causation standard and RTP separately to each Facility located within the Gulf Coast Areas.	Exhibit 5	BEL
Pol-107	5/31/2012	Business Economic Loss Claims: Start-Up Businesses	In Section III.A.2. of Exhibit 7 (page 2), Paragraph 2 applies to all Zones.	Exhibit 7	BEL
Pol-109	5/31/2012	Business Economic Loss Claims: Start-Up Businesses	If the claimant began operations on or before January 1, 2009, then it could elect to be treated as a regular business, with 2009 as the only Benchmark Period year available. Otherwise the claimant must use 2011.	Exhibit 7	BEL
Pol-112	5/31/2012	Fraud: Claimants Found Fraudulent by the GCCF	We will not automatically deny claimants that were found fraudulent and referred to the DOJ by the GCCF. We will independently evaluate their submissions to the Settlement Program.		Fraud Audits
Pol-113	6/4/2012	Seafood Compensation Program: Vessel Lessees	If a Vessel Owner leases to a Vessel Lessee, we will hold the Vessel Owner's claim until the Vessel Lessee files a claim or until the filing deadline. Likewise, if a Vessel Lessee submits a claim, we will hold the claim until the Vessel Owner files a claim or until the filing deadline. If a Vessel Owner does not assert that he or she leased a vessel to a third party, we will process the claim normally.	Exhibit 10	Seafood
Pol-114	6/4/2012	Seafood Compensation Program: Vessel Lessees	If a claimant files as both a Vessel Lessee and as a Boat Captain, we will hold the Vessel Lessee claim until after the filing deadline, but will process the Boat Captain claim.	Exhibit 10	Seafood

Pol-116	6/15/2012	Business Economic Loss Claims: Causation Proxy Claimants	A non-rural business may establish causation through a Causation Proxy Claimant if the claimant's business is within 100 yards of the Causation Proxy Claimant's business. A Rural Business may establish causation through a Causation Proxy Claimant if the claimant's business is within one-quarter mile of the Causation Proxy Claimant's business. Distance should be measured by roads/walkways.	Exhibit 4B	BEL
Pol-118	6/15/2012	Business Economic Loss Claims: Industry Multiples	Table 1: Industry Multiples lists the median Market Value of Invested Capital (MVIC) to EBITDA multiple for the various industries. The multiple for "All Deals" is listed as 3.2, which is significantly higher than a number of the industries noted, such as Hotels (1.8). We will not use "All Deals" as a minimum industry multiple. The most appropriate Industry Multiple, including "All Deals", will be applied taking into consideration all information available about the New Facility.		BEL
Pol-119	6/15/2012	Appeals: Reconsideration Requirement	We will require that a claimant request Reconsideration and receive a Post-Reconsideration Notice before submitting an Appeal to the Appeal Panel or to the Documentation Reviewer.		Appeal
Pol-120	6/15/2012	Business Economic Loss Claims: Causation	If the only Causation Test(s) the Claimant satisfies is the Causation Proxy Test and/or the Seafood Retailer Test, then the Claims Administrator is not limited to which Benchmark Period (2009, Average of 2008-2009, or Average of 2007-2009) it can use to perform the Compensation Calculation. The CA should use the Benchmark Period that maximizes the claimant's recovery.	Exhibit 4B	BEL
Pol-121	6/15/2012	Business Economic Loss Claims: Causation	If a claimant establishes Causation by providing proof of a Spill-related cancellation, and the claimant satisfies the Modified V-Shaped Revenue Pattern, the claimant's Compensation Calculation must be limited to the losses related specifically to the cancelled contract (as set forth in Exhibit 4E). It is not necessary for the Proof of Spill-Related Cancellations analysis to be applied both with the Modified V-Shaped Revenue Pattern test and then again on its own.	Exhibit 4B	BEL
Pol-125	6/15/2012	Reconsideration: Change in Review Outcome	Payment and Denial Notices issued to claimants will alert claimants that the result on the claim(s) may change, increase, or decrease after Reconsideration.	Section 6.1.1	Other: Reconsideration
Pol-126	6/15/2012	Seafood Compensation Program: Oyster Leasehold Compensation Zone	We will use the database provided by the mapping company to determine Oyster Leasehold compensation zone. Claimants will have the ability to respond to payment or incompleteness notices if they do not agree with the zone designation.	Exhibit 10	Seafood
Pol-127	6/15/2012	Subsistence Claims: License Requirements	We will require each Subsistence Claimant who is not exempt from licensing to submit the following fishing and/or hunting licenses: (1) license(s) valid immediately before his or her loss period(s); and (2) license(s) valid at the beginning of his or her loss period(s).	Exhibit 9, Section C(5)	Subsistence
Pol-128	6/21/2012	Exclusions: US Territories	The "United States" includes the US territories.	Section 1.1	Exclusions
Pol-129	6/25/2012	Business Economic Loss Claims: Contract Cancellation	If a claimant entered into a multi-year contract prior to the Oil Spill and that contract was cancelled as a result of the Oil Spill, the claimant should be compensated only for the value of the contract that would have been earned during the compensation period, less any unincurred expenses related to the earning of that revenue.	Exhibit 4E	BEL
Pol-130	6/25/2012	Exclusions: Government Agencies	The Claims Administrator will allow individuals that identify as employees of government agencies to submit and be compensated for any claim not related to his or her work for a government agency.	Section 2.2.5	Exclusions
Pol-131	11/25/2013	VoO Charter Payment Claims: Eligibility Requirements	See the attached Final Policy memo.	Sections 38.98 and 38.173	VoO Charter Payment

Pol-131	6/25/2012	VoO Charter Payment Claims: Training Requirement	If the claimant signed the MVCA but someone else attended the training (e.g., the captain of the vessel), that claim will still be eligible for payment so long as the claimant submits the training documentation or we know the name of the person who attended training and that person is found in the Training Database.	38.98	VoO Charter Payment
Pol-132	6/25/2012	VoO Charter Payment Claims: Prior Payments	For a claimant who files both VoO and Economic Loss Claims, we will always take any applicable VoO Settlement Payment offset out of the last paid claim, whether it is VoO or Economic Loss. The offset amount is 50% of the VoO Charter Payment amount and should not be offset if a claimant has not filed a VoO Claim, so we must take it out of the last filed claim. Both Parties have stated that we may use the VoO data provided by BP to determine the VoO Earned Income offset at the time of the Economic Loss claim calculation, regardless of whether the claimant has filed or been paid on a VoO Charter Payment Claim. As such, we will always take any applicable VoO Earned Income offset out of the Economic Loss Claim, whether the claimant has filed a VoO Charter Payment Claim or not.	38.164 38.166	VoO Charter Payment
Pol-135	6/29/2012	Business Economic Loss Claims: Qualifying Projections	Article IV, Section A, Bullet 2 of Exhibit 7 (page 9) states "Claimant's Expected Profit/Loss for the Compensation Period will be calculated as the difference between the claimant's Expected Revenue and Expected Costs, provided that Expected Revenue and Expected Costs must both be based on actual results from the Benchmark Period, or, if alternatively selected by claimants in Zones B and C, both Expected Revenue and Expected Costs must both be based on qualifying projections as described herein." There should be no distinction among Zones for using "qualified projections". Claimants in All Zones are permitted to use projections, as indicated in Exhibit 7, Section IV(A)(1)(b).	Exhibit 7	BEL
Pol-136	6/29/2012	Seafood Compensation Program: Losses Calculation	The default presumption for the loss calculation should be that 70% of the claimant's annual earnings that were paid after April 20, which roughly reflects the number of days between April 20 and December 31. However, if the documentation submitted by the claimant establishes that the earnings were received in a disproportionate manner to a daily rate, then the settlement program should apportion the annual, earnings in a manner consistent with the documentation. For example, if documentation submitted by the claimant establishes that all of his seafood crew earnings reflected on tax documents were paid from July through December 2009, then 100% of the claimant's seafood crew annual earnings for 2009 should be apportioned to the 4/20 to 12/31 time period. The definition of "pay period earnings documentation" in the seafood compensation program provides examples of documentation that are likely to provide information relevant to apportionment of seafood crew earnings.	Exhibit 10	Seafood

Pol-137	6/29/2012	Seafood Compensation Program: Category I Claimants	<p>In the event a claimant qualifies under both Category I (by providing necessary documentation, including tax returns and/or pay period earnings documentation) and Category II (by providing necessary documentation, including employer sworn written statements), and the Category II calculation reflects a higher compensation level for the claimant, the claimant should be allowed the option to choose to proceed under Category II provided the claimant can provide an affirmation that Category II more accurately reflects his or her actual seafood crew lost earnings. The procedure for obtaining an affirmation from the claimant should be left to the Claims Administrator. This would permit individuals whose tax returns do not reflect total earnings to participate under either Category I or Category II. However, such a claimant should be advised that no Category II claim shall be paid until a later date, and that if the total aggregate amount of Category II compensation claims for all claimants who have timely submitted eligible and qualifying Category II claims exceeds the aggregate compensation amount for Category II, then Category II claimants will be subject to a pro rata reduction in compensation.</p>	Exhibit 10	Seafood
Pol-139	6/29/2012	Seafood Compensation Program: Determination of Oyster Harvesting Year	<p>Under the oyster compensation plan, the benchmark period for a claimant is the combination of 2007, 2008, and 2009. There are two exceptions to this requirement: a new entrant exception, and a possibility of excluding one or more years if the claimant did not participate at the same level of effort in oyster harvesting due to circumstances beyond the claimant's control. Under the new entrant exception, which is the subject of this question, in the event that a claimant entered the oyster industry after 2007, then the benchmark period is to include all full years since the claimant entered the oyster harvesting industry, so 2008-2009 or 2009. (Exhibit 10, page 28). In determining whether to use 2008 and 2009 or only 2009, the Claims Administrator should determine whether 2008 also constitutes a representative year in terms of the claimant's work as an oyster harvester. For example, if the claimant worked as an oyster harvester in 2008, 2009, and 2011, only during the months May to December, then 2008 is a representative year and both 2008 and 2009 should be used as the benchmark period. In contrast, if the claimant worked as an oyster harvester from January to December 2009, but only in May to December 2008, then 2008 should not be included in the benchmark period.</p>	Exhibit 10	Seafood
Pol-140	6/29/2012	Seafood Compensation Program: Multiple Vessels	<p>For the Historical Revenue Compensation Method in the Shrimp Compensation Plan, the only plan in the seafood compensation program for which the compensation amount varies by vessel type and size. Compensation should be calculated separately for each vessel by size and type and the appropriate multiplier used, and then aggregated for a total shrimp compensation plan amount paid to the claimant. A boat captain must select one benchmark period for all vessels for which he seeks compensation under the shrimp compensation plan. (Exhibit 10, page 7). If claimants qualify for Expedited or Reduced Expedited Compensation methods, the offer will be the highest qualifying Expedited or Reduced Expedited award.</p>	Exhibit 10	Seafood

Pol-141	6/29/2012	Seafood Compensation Program: New Entrants	The new entrant compensation method of the shrimp compensation plan states that only a claimant who had not previously worked as a boat captain for a commercial shrimping vessel home ported in the Gulf Coast areas is eligible for compensation.(Exhibit 10, page 16). Pursuant to this requirement, "previously worked" means that the claimant cannot have worked as a boat captain for a commercial shrimping vessel home ported in the Gulf Coast areas at anytime during 2007, 2008, or 2009. This interpretation of "previously worked" is appropriate because the benchmark period for the shrimp compensation plan is 2009,2008, and 2009, or 2007,2008, and 2009. (Exhibit 10, page 7). Thus, if the claimant has revenue as a boat captain for a commercial shrimping vessel home ported in the Gulf Coast areas during a period of time that could be used as a benchmark period, the claimant is not eligible for compensation under the new entrant compensation method. However, being a boat captain for a shrimping vessel home ported in the Gulf Coast areas prior to 2007 does not prohibit one from being a new entrant.	Exhibit 10	Seafood
Pol-147	7/13/2012	Individual Economic Loss Claims: Pay Period Earnings Document Requirement	The SA states at I.A.2, "To the extent Pay Period Earnings Documentation is unavailable, the claimant shall so indicate in the sworn Claim Form, and earnings shall be treated as earned evenly throughout each year." In the absence of a Sworn Written Statement attesting that no Pay Period Earnings Documentation exist for the missing time periods, we will make claimants incomplete when they do not provide PPED for 2010 and the Benchmark Period.	Exhibit 8A, Section I.A.2, p. 10	IEL
Pol-149	7/15/2012	Business Economic Loss Claims: Commercial Fishermen	We will consider Commercial Fishermen to be covered by the Seafood Compensation Program, not by the Business Economic Loss framework. To the extent a Commercial Fisherman has an economic loss unrelated to seafood, he or she may file a BEL claim.	Exhibit 4B	BEL
Pol-152	7/15/2012	Business Economic Loss Claims: Claimant Classification	If a claimant files a schedule C-EZ in 2009 (no breakout of expenses - therefore understood to be an individual claimant) and a Schedule C in 2010 (breakout of expenses-therefore understood to be a business claimant), the claimant should be evaluated under the business framework.		BEL
Pol-153	7/15/2012	Business Economic Loss Claims: Sub-Accounts	If an expense account includes sub-accounts, Accountants should classify the expense based upon the sub-account, if sub-account detail is provided in the P&Ls.		BEL
Pol-154	7/15/2012	Business Economic Loss Claims: Sweat Equity for Failed Start-Up Businesses	Failed Start-Up Businesses must receive compensation under the framework in order to be compensated for an owner's "Sweat Equity."	Exhibit 6	BEL
Pol-155	7/15/2012	Business Economic Loss Claims: Sweat Equity for Failed Start-Up Businesses	The Total Monthly Sweat Equity for Failed Start-Up Businesses in any month is a \$12,500 maximum amount per month for all owners.	Exhibit 6	BEL
Pol-156	7/19/2013	Business Economic Loss Claims: Book Value of Assets	The Claims Administrator will interpret "subtract the book value of assets remaining to be liquidated unless such assets are tendered to BP then the value shall not be subtracted" from Exhibit 6, Section V.2.d to be the total book of assets remaining to be liquidated as of the claim filing date. To the extent net book values are not available as of the filing date, the Claims Administrator will use the most recent available net book values for the unliquidated assets; however, the net book value data should never precede the values available as of the failure date.	Exhibit 6	BEL
Pol-158	7/15/2012	Individual Economic Loss Claims: One Time Loss Addendum	In Documentation and Causation 3 in the One Time Loss Addendum, the choices account for a claimant with more than ten sales for per year, and a claimant with less than ten sales per year. For claimants with exactly ten sales, the Claims Administrator will determine the most favorable result for the claimant.	Exhibit 8A, p.52	IEL

Pol-159	7/15/2012	Subsistence Claims: Prior Payments	We will deduct prior GCCF Subsistence payments from Subsistence payments in the Settlement Program. The loss period for Subsistence Claims in the Settlement Program is April 20, 2010, to December 31, 2011. This covers the loss period for Subsistence Claims in the GCCF, which was April 20, 2010, to December 31, 2010.	Exhibit 9	Subsistence
Pol-160	7/15/2012	Subsistence Claims: Interviews	We will conduct phone or in person interview as and when we determine that doing so will facilitate the accurate processing of the claim or will address questions regarding the reliability of the evidence submitted on the claim. We will call a Subsistence Claimant to explain his or her incompleteness before we issue a Notice of Incompleteness.	Exhibit 9	Subsistence
Pol-164	8/28/2013	Seafood Compensation Program: Commercial Fishermen Without Benchmark Period Revenue	See the attached Final Policy Announcement memo.	Exhibits 6 and 7	BEL,Seafood
Pol-167	5/29/2013	Business Economic Loss Claims: Multiple Rental Properties	Claimants with multiple rental properties can be processed under the Multi-Facility framework if the claimant files a Multi-Facility Claim Form. If the claimant is non-corporate structured (i.e. Schedule C, E, F claimant), the claimant should file individually as headquarters could not be determined.	Exhibit 5	BEL
Pol-169	5/29/2013	Business Economic Loss Claims: Third-Party Rental Management	For claimants with rental properties that are managed by a third party, if the management statement indicates "maintenance" and the tax returns indicates "repairs" for the exact same dollar amount, Accountants should classify the expense as combined 50/50.		BEL
Pol-170	5/29/2013	Business Economic Loss Claims: Multi-Facility Businesses	A business that owns rental property and engages in some other business activity may file one Business Economic Loss Claim for a Multi-Facility Business. In our example, the real estate sales office would be one location and the rental property would be another location.	Exhibit 5	BEL
Pol-172	5/29/2013	Business Economic Loss Claims: Multi-Facility Businesses	Claimants with more than one business for which the claimant files taxes under the same Tax ID may file claims as Multi-Facility Businesses. For example, a towing company would be one location and the commercial rental property would be another location.	Exhibit 5	BEL
Pol-173	7/19/2013	Business Economic Loss Claims: Failed Businesses	For Failed Businesses that do not receive a causation presumption and ceased operations between May 1, 2010 and May 30, 2010, it is not possible to apply the revenue pattern test set forth in Section II.6.a of Exhibit 6, which states that the claimant may establish causation by demonstrating a 8.5% decline in revenues during the months for which it operated between May 2010 and its last full month of operations (not to extend beyond April 2011) as compared to the comparable months during the period of May 2009 through April 2010. For these claimants, the last full month of operations was April 2010, and the test does not permit a comparison of April 2010 to April 2009. Instead, all such businesses will be flagged for causation review by Settlement Program Accountants if they satisfy the requirement set forth in Section II.6.b of Exhibit 6 by providing evidence through documentation or affidavits that provide a reasonable basis to conclude that the Spill was a substantial cause of the claimant's revenue decline. The Settlement Program Accountants will perform the revenue pattern portion of the Causation analysis by using the comparable days in May 2009. For example, if a business ceased operations on May 10, 2010, the Accountants will compare the revenues earned from May 1, 2010 through May 10, 2010 to the revenues earned from May 1, 2009 to May 10, 2009.	Exhibit 6	BEL
Pol-179	5/29/2013	Business Economic Loss Claims: Unpaid Obligations to Creditors	The Claims Administrator will interpret, "Add the total current amount of unpaid obligations of claimant to its creditors" from Exhibit 6, Section V.2.c to be total liabilities at the time of filing.	Exhibit 6	BEL

Pol-185	7/18/2012	Rescission of Payment Awards and Releases	(a) A claimant may not rescind a signed Release after the Program has received it. (b) The Program may not rescind a payment award after the claimant has submitted a properly completed Release, except for fraud or the claimant's exercise of an opt-out.		All Claims
Pol-186	7/18/2012	Award Amounts	(a) Award amounts shall be paid as calculated, without rounding the amounts in any manner. (b) There shall be no minimum amount for Awards. (c) There shall be no de minimis amount below which an Award will not be paid.		All Claims
Pol-191	7/18/2012	Missing Records for a Prior Year	If financial records are missing for any year from 2007-2009 on BEL Claims, the Claims Administrator will consider the claim incomplete and issue an Incomplete Notice only when the missing year was one chosen by the claimant for inclusion in the Benchmark Period.	Exhibit 4A	BEL
Pol-191	7/15/2012	Business Economic Loss Claims: Benchmark Period	If the claimant selects a specific benchmark period (e.g., 07/09, 08/09) and does not provide the required documentation for the full selected benchmark period, but provides enough documentation to calculate a loss, Accountants should calculate the claim based upon the documentation provided by the claimant, even if this is not complete monthly data for full year 2007 through 2010. For example, if the claimant selects 2007-2009 as the benchmark period and only provides 2009 data, the Accountants would perform a calculation using the benchmark period 2009.	Exhibit 4C	BEL
Pol-191	7/15/2012	Business Economic Loss Claims: Benchmark Period	Accountants should calculate the claim based upon the documentation provided by the claimant even if this is not complete monthly data for full year 2007 through 2010. For example, if the claimant selects 2009 as the benchmark period and only provides 2009 data, the accountants would perform a calculation using the benchmark period 2009.	Exhibit 4C	BEL
Pol-192	7/18/2012	Deadlines: Reconsideration	The Settlement Agreement Reconsideration Deadline is 30 days from the Notice date.		Deadlines
Pol-193	7/18/2012	Deadlines: Claimant Appeal	The Settlement Agreement Appeal Deadline is 30 days from the date of Post-Reconsideration notice for Denied and Payable claims and 20 days from the date of Post-Reconsideration notice for Incompleteness Appeals		Deadlines
Pol-195	7/18/2012	Deadlines: Seafood Claim Form Submission	Pursuant to Ex. 10 the deadline to file Seafood Compensation Claims was January 22, 2013, as that was thirty (30) days from the date of entry of the Final Order and Judgment of the District Court ruling upon final approval of the Settlement.		Deadlines
Pol-196	7/18/2012	Deadlines: Non-Seafood Claim Form Submission	The Settlement Agreement Deadline for submitting all Claim Forms other than Seafood Compensation Program Claim Forms is the earlier of six months (180 days) from first payment (date of check or wire) or 4/22/14.		Deadlines
Pol-197	7/18/2012	Deadlines: Incompleteness Response	We set the deadline for claimants to respond to an Incompleteness Notice as 30 days after the Notice date.		Deadlines
Pol-198	7/18/2012	Deadlines: Offer Acceptance	There is no deadline for claimants to accept an Offer.		Deadlines
Pol-200	7/18/2012	Deadlines: Cashing Checks	We set the deadline for claimants to cash a check as 180 days.		Deadlines
Pol-201	7/18/2012	Deadlines: Compliance	1. Online: Midnight user's time. 2. Mail: Postmark date. If a mailed item contains no postmark date, we will assume that the sender mailed it three days before receipt. 3. Overnight Delivery: Date given to carrier. 4. Delivery to CAC or Hammond: Date of receipt. 5. Holidays and Sundays: If the deadline falls on a holiday or Sunday, we will accept a submission on the next business day.		Deadlines

Pol-203	7/18/2012	Payment: Retracting Acceptance	Claimants may retract acceptance of an offer by written notice at any time until the claimant has signed and returned a Release.		Payments
Pol-204	7/18/2012	Payment: Retracting Acceptance	Claimant may not retract acceptance after we receive a complete, properly executed Release, even if we have not issued payment, received a W-9 or Attorney Fee Acknowledgment.		Payments
Pol-205	7/18/2012	Payment: Retracting Offer	The Claims Administrator may correct an Eligibility Determination until the claimant has submitted an Acceptance.		Payments
Pol-206	7/18/2012	Payment: Retracting Offer	The Claims Administrator will not revoke an Eligibility Determination after receipt of a properly executed Release, except for fraud or the exercise of an Opt-Out right.		Payments
Pol-207	7/18/2012	Payment: Rounding	We will not round payment amounts up to the next dollar. We will pay the exact amount, to the penny.		Payments
Pol-208	7/18/2012	Payment: Minimum Amount	There will be no minimum payment amount. The claimant will receive payment for exactly the amount our review yields, even if it is a few dollars or even pennies. The Settlement Agreement does not provide us with the discretion to either: (1) not pay a claim that falls below a certain amount; or (2) pay more than the exact amount by picking a minimum payment amount.		Payments
Pol-210	5/29/2013	Prior Seafood Spill-Related Payments	In applying offsets of Seafood Spill-Related Payments to compensation under the Seafood Program, the Claims Administrator will offset only the amount of the prior payment related to Seafood harvesting, rather than the entire amount of any prior payment relating to Seafood, where the Claims Administrator is able to make that determination with reasonable certainty.	Exhibit 10	Seafood
Pol-211	5/29/2013	Seafood Compensation Program: Prior Payments	The Settlement Agreement directs the Claims Administrator to determine whether the claimant has already received Seafood Spill-Related Payments from BP or the GCCF and, if so, to offset those against the total compensation amount. The Settlement draws a fundamental distinction between (1) business activities associated with the actual harvesting or catching of Seafood and (2) non-harvesting business activities that nevertheless involve Seafood, such as the processing or wholesale distribution of Seafood. The Seafood Compensation Program covers claims for losses related to harvesting Seafood, while the Business Economic Loss (BEL) and Individual Economic Loss Programs (IEL) cover claims for losses related to non-harvesting business activities that involve Seafood. The Claims Administrator determined the term "Seafood Spill-Related Payment" as used in Exhibit 10 includes only prior payments made for Seafood harvesting activities, as the Seafood Program compensates only Seafood harvesters. Therefore, prior payments for Seafood harvesting activities would offset payments made to Seafood harvesters for harvesting activities under the Seafood Program, but other prior payments made to Seafood harvesters for non-harvesting Seafood-related business activities would offset a claimant's BEL or IEL claims.	Exhibit 10	Seafood
Pol-213	6/16/2014	Individual Economic Loss Claims: Restated Policy on the Definition of Claiming Jobs	See the attached Final Policy memo.		IEL
Pol-213	8/22/2013	Individual Economic Loss Claims: Restated Policy on the Definition of Claiming Jobs	See the attached Final Policy Announcement memo.	Exhibit 8A	IEL
Pol-213	7/19/2012	Claiming Jobs	The Claims Administrator will evaluate as a Claiming Job only those jobs that an IEL claimant designates as Claiming Jobs.		IEL
Pol-215	8/2/2012	Method for Deducting Prior Payments on Business Economic Loss Awards to Multi-Facility Businesses	Prior Spill-related payments issued to claimants with a consolidated claim in the GCCF will be treated as an advance payment against any calculated losses for a Multi-Facility Business filing consolidated or individual claims for each facility location under the New Facility and will be deducted from the total compensation amount as calculated by the New Facility on a First-in, First-out basis.	Exhibit 4C.II	BEL

Pol-216	8/2/2012	Entities with No Physical Location Home Port or Landings Within the Geographic Area of the Class Definition	If an entity claimant has no physical location, home port or landings within the geographic area of the Class Definition, the claimant is not in the Class unless the claimant has full time employees who performed their full-time services while physically present in the Gulf Coast Areas. This rule applies even if the claimant's business activity, sales or service activity, or revenue source is located within one of the Economic Loss Zones.		BEL
Pol-217	8/2/2012	Time Period for Projections for Start-Up Businesses	The Claims Administrator projections will base projections of revenues for Start-Up Business claimants for the period May 2010 through April 2011.	Exhibit 7	BEL
Pol-218	8/2/2012	Claimants with 13-Month Reporting Periods	The Program's accountants have the ability to convert the 13-period revenue and expense statements into a twelve month year by allocating each period's revenue and expense items into their respective months. For example, if Period 1 starts on 1/1 and ends on 1/28 and Period 2 starts on 1/29 and ends on 2/25, 100% (28 days/28 days) of the Period 1 revenue and expenses will be included in January as well as 10.71% (3 days/28 days) of Period 2 revenue and expenses. The remaining 89.29% (25 days/28 days) of the Period 2 revenue and expenses will be included in February.	Exhibit 4A	BEL
Pol-219	8/2/2012	Failed Businesses	For purposes of inclusion in the Failed Business Compensation Framework, the Claims Administrator will define assets in Liquidating Value of assets to mean total net assets received from liquidating a failed business both current and long term assets. However, an accounting of the cash account may be required to identify cash that may have accumulated (from operations) over time, or received because of liquidating an asset.	Exhibit 6	BEL
Pol-220	8/2/2012	Access to the Workbooks of Accountant Reviewers	The Program will make the Accountants' workbooks available, in PDF form, to the claimant, Class Counsel and BP upon the issuance of an initial Notice of Eligibility.	Exhibit 10	BEL, Seafood
Pol-221	8/2/2012	Updated Seafood and Game Retail Price Chart	The Claims Administrator will use values recommended by BP for Seafood and Game, Class Counsel's recommended value for frogs, and values determined by the Claims Administrator for alligator and turtle.	Exhibit 9, Section B(3)	Subsistence
Pol-221	5/21/2012	Subsistence Claims: Fishing and Hunting Area Impairment	We will use the information provided by claimants about post-Spill fishing and/or hunting areas to determine how the Spill impaired such areas and reduced subsistence resources.	Exhibit 9	Subsistence
Pol-221	5/18/2012	Subsistence Claims: Retail Price Chart	We will use the Seafood and Game Retail Price Chart provided by the Parties.	Exhibit 9, Section B(3)	Subsistence
Pol-222	8/2/2012	Presumption of Working and Training Status from a VoO Payment by BP	The Claims Administrator will presume that payment for VoO work equates to training. If the VoO database compiled by the Claims Administrator from VoO spreadsheets provided by BP does not contain a definitive finding of Working or Non-Working status, payment for two or more days of work, based on the daily pay rate determined by vessel length, shall be considered to be proof of Working status and training status. Accordingly, claimants with an indication of dispatch or placed on hire in the VoO data provided to the Claims Administrator by the Parties will be presumed to have satisfied the training requirement and are not required to submit proof of training.	38.173	VoO Charter Payment
Pol-224	8/2/2012	Notice of Decontamination Does Not Prove Working Status	The Claims Administrator will not use a Notice of Decontamination as proof that a vessel was dispatched or placed on hire for purposes of determining Working status.	38.173	VoO Charter Payment

Pol-225	8/2/2012	Proof of Training	Proof of dispatch or being placed on hire (â€œWorkingâ€ status) will constitute proof of training. Accordingly, claimants with an indication of dispatch or placed on hire in the VoO data provided to the Claims Administrator by the Parties will be presumed to have satisfied the training requirement and are not required to submit proof of training.	38.173	VoO Charter Payment
Pol-226	8/2/2012	Proof of Working Status	The Claims Administrator will apply these rules to determine whether a claimant has established being dispatched or placed on hire (â€œWorkingâ€ status) in the VoO program: (a) If the claimant answers Non-Working in the Claim Form: Process the claimant as Non-Working. (b) If the claimant answers Working in the Claim Form: Process the claimant as follows: (1) If the VoO data from BP shows Working or Presumption Working: Process the claimant as Working. (2) If the VoO data from BP shows Non-Working: Process the claimant as Non-Working, unless the claimant submits proof of Working status, such as proof of payment from BP for two or more days of work in the VoO.	38.98 38.173	VoO Charter Payment
Pol-230	8/2/2012	Confirming Vessel Length	The Claims Administrator will not use invoices containing vessel length ranges to determine vessel length. The Claims Administrator will only use official documentation, such as a vessel registration or title, and the VoO records if they list the vessel. If the submitted documents conflict with the VoO records, the Claims Administrator will use the greater length.	Sections 5.5.2 and 5.5.3	VoO Charter Payment
Pol-230	7/18/2012	VoO Charter Payment Claims: Vessel Length	When the claimant submits documentation showing two different lengths for the same vessel, we will use overall vessel length to calculate payment.	Sections 5.5.2 and 5.5.3	VoO Charter Payment
Pol-230	5/21/2012	VoO Charter Payment Claims: Hull Size	We will look at various documents to verify hull size, which could include registration, ownership documentation or the MVCA. If hull size is in not available in the data or not provided by the claimant, we will send an Incompleteness Notice.	Sections 5.5.2 and 5.5.3	VoO Charter Payment
Pol-231	8/14/2012	Business License	Business Economic Loss claimants are no longer required to submit a business or professional license or permit.	Exhibit 4A	BEL
Pol-232	8/14/2012	Profit and Loss Statements (P&Ls)	(a) If a claimant submits 12 monthly P&Ls, an annual P&L is not required. (b) If a claimant submits 11 out of 12 monthly P&Ls and an annual P&L, the 12th monthly P&L is not required. The Claims Administrator will calculate the missing monthâ€™s revenue and expenses as the difference between the 11-month total and the annual total.	Exhibit 4A	BEL
Pol-233	8/14/2012	2010 Property Tax Assessment to Prove Value of a Parcel	To prove value, claimants are no longer required to submit the 2010 Tax Assessment upfront. Instead, the Claims Administrator will rely on the Mapping Software, which contains the 2010 appraised value of the property. If the Mapping Software is missing the information, the Program will contact the claimant to submit the 2010 Property Tax Assessment.	Exhibit 11A, Exhibit F, Section 1.b	Coastal
Pol-234	8/14/2012	Business License	Individual Economic Loss claimants (including Individual Periodic Vendor/Festival Vendor claimants) are no longer required to submit a business or professional license or permit.	Exhibit 8D, I.C.2 Exhibit 8D, II.C.2	IEL
Pol-235	8/14/2012	Proof of Employability	Individual Economic Loss claimants are no longer required to submit documentation to prove employability, if the Claims Administrator can verify the claimantâ€™s Social Security Number or taxpayer identification number through public databases. If the Claims Administrator is not able to do so, the claimant will be required to submit proof of employability.		IEL

Pol-236	8/14/2012	Proof of Age	Individual Economic Loss and Seafood Crew claimants are no longer required to submit documents to prove their age. The Claims Administrator will rely upon the age provided by the claimant in the Registration Form or require a Sworn Written Statement (SWS-32) signed by the claimant.	Exhibit 10	IEL,IPV/FV,Seafood
Pol-237	8/14/2012	License Required by Law to Make Sales	Claimants are no longer required to submit proof of a license required by law to make sales.		IPV/FV
Pol-238	8/14/2012	Proof that the Claimant Sold the Good(s) or Service(s) Claimed Regularly Before 4/20/10	Claimants are no longer required to submit all of the following, but may submit any one of: Photographs reflecting the goods or services sold, news articles, sales flyers or advertisements reflecting the goods or services sold, and documents showing revenues and expenses.		IPV/FV
Pol-239	8/14/2012	Total Income of Claimants	At this time, the Claims Administrator has determined that he must continue to require Individual Periodic Vendor and Festival Vendor claimants to submit documents showing the claimant's total income in 2009 and 2010. Such documents are mandatory under the Settlement Agreement.	Exhibit 8D, I.C.1(c)	IPV/FV
Pol-240	8/14/2012	Documents Required When the Mapping Software Does not Show the Parcel as Within the Compensation Zone	Claimants whose Parcels do not appear in the Compensation Zone in the Mapping Software are no longer required to submit official documentation from the county or parish Assessor or a Professional Land Survey showing: (a) the actual presence of a Parcel for which there are no Parcel lines on the Real Property Sales Compensation Zone Map; (b) the Parcel is located within the geography identified in the Real Property Sales Compensation Zone Map; and (c) the county where the Parcel is located has designated the Parcel as Residential. Instead, the Claims Administrator will perform online research of the public property records and try to find the tax assessment notice issued under the name of the claimant/seller for the parcel, make a PDF of it, and then upload it into the claimant's claim file. If the Claims Administrator is not able to obtain the tax assessment, we will contact the claimant for the information.	Exhibit 13A - Section 1.C.	Real Property Sales
Pol-241	8/14/2012	Documents that Allocate Benchmark Period Revenues by Vessel, Landing, and Catch Type	Exhibit 10 to the Settlement Agreement requires Vessel Owners, Commercial Fisherman Vessel Lessees, and Boat Captains to provide trip tickets or their equivalent to allocate their annual revenues by catch type, vessel and landing site. Alternatively, claimants may submit (1) federal or state tax records showing their revenues and (2) sufficient documentation of vessel-specific and catch type-specific revenue derived from Seafood landed in the Gulf Coast Areas in the Benchmark Period. See Ex. 10 at 10-12, 14, 17-20, 31-32, 45-47, 56-58. Exhibit 10 further provides that, if necessary, the Claims Administrator may require supplemental information from the Claimant to make determinations related to (1) the allocation of revenue from a certain catch type as compared to other sources and (2) the allocation of revenue for that catch type derived from landings in the Gulf Coast Areas. See, e.g., Ex. 10 at 19. To streamline the claims process and generate significantly more payable outcomes without changing claims criteria, the Claims Administrator exercised his expressly granted authority and created a Sworn Written Statement to serve as sufficient information to allocate Benchmark Revenue shown in tax returns to specific vessels and specific catch types for Seafood landed in the Gulf Coast Areas. This Sworn Written Statement for Sufficient Documentation of	Exhibit 10	Seafood

Pol-242	8/14/2012	Vessel Registration and Ownership 4/20/10 to 12/31/10	Claimants who have submitted proof of vessel registration for 2011 or 2012 (or if the Claims Administrator has obtained confirmation of such registration) may submit, or the Program may use, any one of the following to show vessel registration and ownership: (a) A copy of the current vessel registration as well as Trip tickets or landing reports issued by Louisiana or Florida that show vessel registration information for the proper time period; (b) Federal registration information provided on submitted Federal Fisheries Permits for the proper time period; (c) Information in Federal and/or State vessel registration databases where available for the proper time period; (d) Saltwater products license showing vessel registration numbers for the proper time period; (e) Vessel registration receipts for the proper time period; or (f) Vessel title for the proper time period.	Exhibit 10	Seafood
Pol-243	8/14/2012	Commercial Fishing License Issued Before 4/20/10 for 2009 or 2010 Season	If a claimant has submitted valid commercial fishing license documents for 2011 or 2012, claimants may submit, or the Program may use, either of the following for proof of a commercial fishing license: (a) Trip tickets or landing reports issued by Louisiana or Florida that show commercial fishing license information for the proper time period; and (b) Commercial fishing license receipts for the proper time period.	Exhibit 10	Seafood
Pol-248	6/25/2013	Notifying Claimant that BP has Appealed	A claimant is notified as soon as BP files an Appeal, regardless of whether the claimant's option to request Re-Review or Reconsideration is still available. If the claimant requests Re-Review or Reconsideration, the Appeals process stops.		Appeal
Pol-249	6/24/2013	Deadlines for Processing Claims	Please see the attached reissued policy memo.		Deadlines
Pol-250	9/5/2012	Measuring Compliance with Deadlines	The Claims Administrator will use these rules to measure the date of submission of any material to the Program: (a) Online: Midnight user's time (b) Mail: Postmark (c) Overnight Delivery: Date given to carrier (d) Delivery to CAC or Hammond faculty: Date of receipt (e) Cashing payment check: 180 days. (f) If the deadline falls on a holiday, Saturday or Sunday, the deadline shall be the next business day. (g) If a mailed item contains no postmark, the Claims Administrator will assume that the sender mailed it three days before receipt.		Deadlines
Pol-251	7/11/2013	Relief from Claims Processing Deadlines	Please see the attached memo.		Deadlines
Pol-252	9/15/2012	Start-Up Businesses and 2012 Tax Returns	The Claims Administrator interprets Paragraph 3 of Exhibit 4A not to include any requirement that Start Up Business claimants produce 2012 tax returns unless, in his discretion, the Claims Administrator determines a need for such documents to resolve questions presented by a particular claim. The use of 2012 tax returns would be of very limited use when compared to financial statements for only a part of 2012, which by definition, is what any Benchmark Period for 2012 would be. Further, the language of footnotes 2 and 3 as well as the body of Section 3 of Exhibit 4A suggest that 2012 tax returns fall outside the scope of those tax returns that are required. The Claims Administrator reserves the right to require such documents if in his discretion he determines a need for them to address questions presented by a particular claim.	Exhibit 7	BEL

Pol-253	9/20/2012	Proof of Ownership of Parcel	<p>Exhibit 12A, Section 1.A of the Settlement Agreement requires that the claimant be an owner of an Eligible Parcel during the period from April 20, 2010, to April 18, 2012. If the claimant owned the Eligible Parcel for the entire time period, the claimant must submit the deed and both 2010 and 2011 Tax Assessments to prove ownership. To prove ownership, the Claims Administrator proposed to the Parties that the Program require a deed and either the 2010 or 2011 Tax Assessment, but not both the 2010 and 2011 Tax Assessments. The Parties did not agree to that proposal and instead directed the Claims Administrator to attempt to locate this proof by researching and uploading tax assessments for all parcels, regardless of whether the parcel is in the Wetlands Claim Zone. If the parcel is not in the Wetlands Claim Zone, the Claims Administrator sends the claim to the mapping vendor for its analysis. For deeds, if the parcel is in the Wetlands Claim Zone, the Claims Administrator uses the services of local counsel to research and upload the applicable deed.</p>	Exhibit 12A, Appendix F, Section 1	Wetlands
Pol-254	9/25/2012	Proof of Prior Spill-Related Payments to Claimants	<p>With regard to the requirement under the Seafood Program concerning submission of a sworn written statement establishing the amount of any prior Spill-related payments to the claimant, the Claims Administrator will consider the data transferred to the Claims Administrator by the Gulf Coast Claims Facility as the equivalent of the required sworn statement and will not require submission of additional documents on this issue, unless the Claims Administrator in his discretion determines a need for an additional statement and/or documents to resolve questions presented by a particular claim.</p>		Seafood
Pol-255	9/25/2012	Sworn Statement on the Absence of Tax Information Documents or Pay Period Earnings Documentation	<p>To facilitate the processing of Individual Economic Loss claims, the Claims Administrator determined that the requirements in Exhibit 8A that claimants submit sworn statements regarding the absence of Tax Returns or Pay Period Earnings Documentation do not aid in the process of properly evaluating Business Economic Loss claims and thus are not necessary to process Claim Forms under the applicable Claims Processes. However, the Claims Administrator interprets the language of Exhibit 8A of the Settlement Agreement to be mandatory in this regard, as BP has contended, requiring the claimant to produce either the missing records or the sworn statement, absent mutual agreement of the Parties to the contrary or unless and until the Court directs otherwise. The Claims Administrator also had considered the efficacy of issuing a potential eligibility notice to claimants with these document deficiencies announcing the compensation available on the claim if the claimant submitted the required documents and such documents then established eligibility, rather than issue incomplete notices that solely direct claimants to submit the missing documents or the sworn statement concerning their absence. BP has taken the position that the Claims Administrator has no discretion to issue potential eligibility notices and instead must have all required documents on file before advising claimants of the</p>	Exhibit 8A	IEL

Pol-260	10/3/2012	Vessel Registration and Title; Percentage of Ownership	The Settlement Agreement requires claimants to submit proof of both registration of the damaged vessel to the claimant and proof of title to the damaged vessel in the claimant's name, during the period from 4/20/10 to 12/31/11. Claimants who have submitted proof of registration or title to a vessel but not both are no longer required to submit proof of both registration and title, but instead submit a Sworn Written Statement (SWS-42) in place of the missing title or registration. Claimants who do not own 100% of the vessel may also use the SWS-42 to establish the percentage of the claimant's ownership of the vessel. The Claims Administrator will pay such claimant the percentage of the Vessel Damage award corresponding to the claimant's percentage of ownership. The claimant (and not a lawyer or claims preparer) must sign the SWS-42, but a wet ink signature is not required.	Exhibit 14, Appendix C.a-b, Exhibit 14.2.C	Vessel Physical Damage
Pol-261	10/8/2012	Exclusion of a Benchmark Year for Seafood Program Claimants	In any instance in which Exhibit 10 permits a Seafood Program claimant to request that the Claims Administrator exclude one or more years of the Benchmark Period from the compensation calculation if the claimant earned less-than-normal revenue for the year(s) identified because the claimant could not fish the same level of effort . . . due to circumstances beyond the claimant's control, the Claims Administrator will consider each request on a case-by-case basis to determine: (1) whether the circumstances presented justified the claimant's absence from seafood harvesting exclusion for one or more years of the Benchmark Period; and (2) the level of proof required to establish such justification.	Exhibit 10	Seafood
Pol-262	10/8/2012	Documents that Allocate Benchmark Period Revenues by Vessel, Landing, and Catch Type.	Documents that Allocate Benchmark Period Revenues by Vessel, Landing, and Catch Type. UPDATE: The Claims Administrator modified these rules further and issued the following revised policy in the 10/8/12 Memo to the Parties after the 10/1/12 Panel hearing: On any claim in the Seafood Program where the Claims Administrator is required to allocate the claimant's Benchmark Period revenue by catch type, vessel and landing location, interpreting and applying the language in Exhibit 10 that the claimant must provide sufficient information for the Claims Administrator to make such allocation, the Claims Administrator will use the information available on the claim in the following hierarchy of proof, as sufficient to satisfy the proof requirements of Exhibit 10 to the Settlement Agreement: (a) Single Catch/Single Vessel Claimants: If the claimant has submitted tax returns with supporting documents for the Benchmark Period and the Claims Administrator can determine from the Claim Form or other information available on the claim that the claimant is submitting a claim for only one vessel and one catch type: (1) The Claims Administrator will allocate the revenues from the claimant's tax returns to the one type of catch asserted on the Claim Form, subject to the following. (2) The revenues shall be limited to those shown in the applicable tax returns. (3) The Claims	Exhibit 10	Seafood

Pol-263	10/10/2012	Costs Associated with Producing Hard Copies of Claim Files to Claimants or Third Parties	<p>The Claims Administrator regularly received requests from claimants for copies of the documents in the claimant's claim file. Claimants and claimant's attorneys may view, save, or download their Claims Information through a secure web-based Portal created by the Claims Administrator (the "DWH Portal"). Claimants and lawyers not using a DWH Portal have asked that the contents of the claim file be copied and sent to them. In addition, the Claims Administrator receives from third parties and law enforcement agents and officials who cannot access a DWH Portal and must be given hard copies of Claims Information, where permitted under the terms of the Order Regarding the Confidentiality of Claims Information of the Claims Administrator of the Deepwater Horizon Economic and Property Damages Settlement Agreement, issued on June 29, 2012. The Claims Administrator has determined it appropriate to have the Settlement Program pay the expenses of assembling, copying and shipping such hard copies to these claimants or third parties, rather than attempting to invoice the claimants or third parties for such costs.</p>		AllClaims
Pol-264	10/10/2012	Zone Classification for Businesses in the Class But Not Located in the Gulf Coast Areas	<p>Under the definition of the Class in Section 1.2 of the Settlement Agreement, a business that is physically located outside of the Eligibility Zone is a member of the Class if it engaged in certain activities during the Class Period in the Gulf Coast Areas or Specified Gulf Waters. Such a business has no physical location in any one of the Economic Loss Zones A through D. For purposes of the assignment of a Risk Transfer Premium and the Causation review process required under the Settlement Agreement, the Claims Administrator will place such a business in Zone D. This approach will replicate the rule applied to businesses that are located in Zone A, B, C, or D, but have activities that cross zones. Under that rule, such a business is classified in the Zone of the primary physical location of the business. Allowing businesses with no physical location in the Gulf Coast Areas to use the Zone where the activities occurred that placed them in the Class would treat them more favorably than businesses with physical locations in the Gulf Coast Areas in Zones less favorable than the Zones in which certain activities of the business occurred. In order to apply the zone considerations in the most consistent and equitable manner, the Claims Administrator will default to Zone D for businesses in the Class but with no physical location in any Zone.</p>	Exhibit 2	BEL
Pol-265	10/10/2012	Submission of Consolidated Tax Returns	<p>The Claims Administrator has encountered the question of whether a business entity with its own profit and loss statements but with federal tax returns that are filed as part of a consolidated return with other related but separate corporate entities must file the complete consolidated tax return when filing a claim. Section 3 of Exhibit 4A to the Settlement Agreement requires the submission of complete federal tax returns. The Claims Administrator interprets this provision such that it does not necessarily require the production of the complete consolidated returns in this instance. When a claimant business entity does not file a separate federal income tax return, but rather is included in the consolidated return of its parent or affiliate, the Claims Administrator will work with the claimant to ensure that adequate returns and information are provided such that the Claims Administrator is sufficiently satisfied that the books and records used in preparing the financial statements are the same books and records that were used in the preparation of the income tax return. The required documents and information will typically include: (a) face page/main page of the consolidated return, (b) statement / schedule of entities and their respective Employer Identification Numbers (EIN's) covered by the return, (c) consolidating schedule setting forth a breakdown of the covered entities.</p>	Exhibit 4A	BEL

Pol-269	10/10/2012	Seafood Distribution Chain Definitions	<p>The Claims Administrator has encountered claims relating to these businesses that do not expressly fit in any of the definitions of the Seafood Distribution Chain in Exhibit 3. These businesses play a necessary role in the distribution of Seafood, but they are not listed in Exhibit 3: (a) Seafood Brokers: These companies facilitate the bulk purchase of seafood from Commercial Wholesalers and the subsequent sale to Retailers and end users, but do not purchase, sell, take possession of or title to the seafood product. Because Seafood Wholesaler or Distributor most accurately describes the activities of a Seafood Broker, the Claims Administrator will classify such a company as a Seafood Wholesaler or Distributor under the Seafood Distribution Chain. (b) Seafood Transportation/Trucking/Hauling: These are transportation businesses that deal exclusively with seafood. They take possession of the seafood, but do not purchase or take title to the seafood transported and do not also operate a Landing Site. Like Seafood Brokers, Seafood Transportation Businesses are third party intermediaries necessary to facilitate the purchase of bulk seafood and resale to the next step in the Distribution Chain. Accordingly, the Claims Administrator will classify such a company as a Seafood Wholesaler or Distributor under the Seafood Distribution Chain.</p>		IEL,BEL
Pol-270	10/10/2012	Definition of "Landings" in Seafood Program	<p>Certain claimants have contended that the term "landings" or "landed" in the Seafood Program in Exhibit 10 to the Settlement Agreement should be construed to include the act of harvesting the seafood and placing it in a vessel while on any of the Specified Gulf Waters. The term "landings" is not expressly defined in the Settlement Agreement. The term "Landing Site" is defined as a business at which boats first land their catch, including facilities for unloading and handling Seafood. Ex. 3 at § 2.a. (emphasis added.) The use of "landed" in this definition informs the meaning of "landings," as vessels "land" their catch at a physical, shore-side location for handling and sale. The definition of a "Seafood Dockside Worker" as a Natural Person performing services for a Landing Site further indicates that fishermen "land" their catch at shore-side docks. In addition, the Settlement Agreement defines Gulf Coast Areas separately from "Specified Gulf Waters," which suggests that "landings" made in the "Gulf Coast Areas" mean those made on shore and not the act of loading catch onto a vessel when out on the water. Accordingly, the Claims Administrator interprets the term "landings" or "landing" in the Settlement Agreement to mean solely landing seafood at dockside, and not the act of placing catch</p>	Exhibit 10	Seafood
Pol-271	10/10/2012	Oral Agreements Relating to Seafood Program Oyster Leasehold Claims	<p>Section 2.2.B of the Oyster Leaseholder Compensation Plan in Exhibit 10 of the Settlement Agreement requires that, in addition to tax returns, financial statements, or business documents, an Oyster Leaseholder Lost Income Compensation claimant must provide "contracts or agreements between the Oyster Leaseholder and another natural person or entity that harvests oysters from their leaseholds located in Zones A, B or C, as reflected on the Oyster Leasehold Compensation Zone Map." Certain Oyster Leaseholder Lost Income claimants have informed the Claims Administrator that while they had oral agreements with oyster harvesters to harvest oysters off of the claimant's oyster leases, they had no written agreements and thus have no documents to submit in response to this requirement. The Claims Administrator has determined that this language of Exhibit 10 does not require that such contracts or agreements be in writing. The Claims Administrator will permit such claimants to satisfy this requirement by submitting a document that memorializes the terms of the oral agreements that existed at the relevant time. The Claims Administrator will require submission of a writing prepared at any time that describes the terms of the oral agreement and that is signed by the claimant and the oyster harvester that is a party to the oral agreement.</p>	Exhibit 10	Seafood

Pol-272	10/10/2012	Deduction of Prior Spill-Related Payments from Oyster Leaseholder Compensation Payments	The Claims Administrator has reviewed with the Parties and the Seafood Neutral the contention presented by certain claimants that payments to Oyster Leaseholder Lost Income claimants under the Seafood Program in Exhibit 10 to the Settlement Agreement should not be offset by prior Spill-Related Payments to the claimant, on the ground that the prior payments represented compensation for lost income, while the Seafood Program payments represent compensation for property damages. The Seafood Neutral, BP and Class Counsel agreed that Prior Spill-Related Payments relating to Seafood must be deducted from payments to Oyster Leaseholder claimants under the Oyster Leaseholder Compensation Plan. Exhibit 10 at p. 2 provides that "compensation received by an eligible Claimant under the Seafood Compensation Program will be reduced by the amount of prior Seafood Spill-Related Payments as described in the Seafood Spill-Related Payment Reduction Procedures in this document." Footnote 3 defines Seafood Spill-Related Payments as "compensation paid to a claimant through the OPA Process, the GCCF, or through the Transition Facility for economic loss claims relating to Seafood." All Oyster Leaseholder claims are covered by the Seafood Program and are Seafood interests. The Settlement Agreement does not delineate between property and other	Exhibit 10	Seafood
Pol-274	10/11/2012	Reconciliation of Financial Information	Pursuant to Section 4 of Exhibit 4A to the Settlement Agreement, the Claims Administrator may, in his discretion, request additional information or documentation to address discrepancies between amounts reflected in a tax return and comparable items in a profit and loss statement for the same period. Reconciliation of tax returns and profit and loss statements may be performed as deemed most appropriate by the reviewing accountants in the exercise of their professional judgment and given the circumstances of any particular claim, whether at the revenue level only or otherwise. The Settlement Program will perform a reconciliation of (i) revenue and (ii) total expenses in the claimant's P&Ls and tax returns. Where such reconciliation reveals a material discrepancy between the claimant's P&Ls and tax return, the Claims Administrator will seek to resolve the discrepancy.	Exhibit 4A	BEL
Pol-275	10/11/2012	Discontinuing Incompleteness Reasons Associated with SWS-10	Exhibit 8A to the Settlement Agreement requires a Claimant Sworn Written Statement (SWS-10) attesting to the number of hours a claimant worked towards earnings reported on a Schedule C or F, for both Claiming Jobs and Non-Claiming Jobs. The number of hours is involved in the Offsetting Earnings calculation. Offsetting Earnings are defined as "earnings from any Non-Claiming Job(s) during the claimant's Compensation Period in excess of earnings from any Non-Claiming Job(s) during the claimant's Benchmark Period" and are used "to offset Claimant Lost Earnings." The Settlement Agreement provides for two exceptions to offsetting a claimant's earnings: (1) if the claimant can provide documentation showing that he worked the same or more total hours at his Claiming Job(s) during the Compensation Period; or (2) if the claimant can provide documentation showing that he worked fewer hours at the Claiming Job(s) and worked increased hours at the Non-Claiming Job(s) during the Compensation Period. A Schedule C or F does not list the hours worked to generate the income reported on those schedules, thus necessitating a sworn written statement to furnish us that information. The Claims Administrator created SWS-10 for that purpose. Under the Settlement Agreement, an IEL claimant with a Schedule C or F	Exhibit 8A	IEL

Pol-276	10/11/2012	Scope of the GCCF Release Exclusions	(a) Spouse of GCCF Claimant: A claimant's spouse who signed a GCCF Release is not barred from pursuing his/her own claims, independent of his/her spouse's claims. (b) GCCF Business Claimant: A claimant that submitted a claim for a business in the GCCF, signed a Release and was paid is not barred from pursuing a claim as an individual, unrelated to the business involved in the GCCF claim. (c) GCCF Individual Claimant: A claimant who submitted a claim as an individual in the GCCF, signed a Release and was paid, is not barred from pursuing a claim for a business operated by the claimant that is unrelated to the individual claim involved in the GCCF claim. (d) GCCF Release on One Claim Type: A GCCF Release after asserting one Claim Type in the GCCF (not a personal injury claim) bars the claimant from pursuing a different Claim Type in the DWH Program (except for VoO Charter Damage and Vessel Physical Damage claims permitted for all GCCF Released claimants). (e) Double Payment Policy: A GCCF Release signed by an owner of a business on a business claim bars that person from asserting a DWH claim as a W-2 employee of that business. A GCCF Release signed by an owner of a business as a W-2 employee of that business bars that business from asserting a DWH claim.	Section 2.2.6, Section 38.75	Exclusions
Pol-277	10/11/2012	Subleases of Oyster Leaseholds	The Claims Administrator recommended to the Parties on 10/9/12 that claims based on subleases of oyster beds are compensable in the Oyster Compensation Plan in the Seafood Program. The Parties responded that such claims can be based on subleases as follows: (a) In Louisiana, Florida, Mississippi, and Texas, the sublessee must have a State-issued oyster lease ID number. (b) In Alabama, sublessees are eligible without a State ID number. (c) If there is both a lessee and a sublessee, allocation of the compensation amount is required. The Claims Administrator is implementing that policy.	Exhibit 10	Seafood
Pol-277	6/29/2012	Seafood Compensation Program: Oyster Leaseholders	We will only consider Oyster Leaseholder claims compensable if they are submitted by the entity or person that holds title to the oyster beds as a lessee through a state issued lease or private landownership document.	Exhibit 10	Seafood
Pol-278	10/16/2012	Lodging Tax Returns and Occupancy Reports for Lodging Businesses	Section 5 in Exhibit 4A the Settlement Agreement requires Lodging Tax Returns and Occupancy Reports for Lodging Businesses. Such documents will be required of all lodging business, except owners of vacation rental properties that are managed by a party other than the claimant. Claimants with such managed vacation rental properties may submit a Form 1099 and annual or other report from the management company regarding the property but need not submit lodging tax returns or occupancy reports. Claimants with self-managed vacation rental properties must submit lodging tax returns and occupancy reports.	Exhibit 4A	BEL

Pol-279	10/16/2012	Minimum Age Requirement for Claimants	Exhibit 8A for Individual Economic Loss claims and Exhibit 10 for Seafood Program Seafood Crew Claims require that claimants submit: Evidence the Claimant was at least 16 years of age as of April 20, 2010. Acceptable evidence includes a copy of a valid driver's license, a valid passport, a certified copy of the Claimant's birth certificate, or a print out from a public database providing the same information as would be provided by the original document. The Claims Administrator determines the claimant's age is determined from the date of birth provided by the claimant in a Registration Form or, if not provided in that Form, in a Sworn Written Statement (SWS-32) signed by the claimant. The Claims Administrator received claims from claimants with dates of birth making them less than 16 years of age on 4/20/10. These claimants contend that the state law in their state allows persons to work legally at age 14 (or younger, in certain circumstances). In a 10/9/12 Memo, the Claims Administrator asked the Parties for their positions on whether such claimants are eligible for compensation under Exhibit 8A and Exhibit 10. The Parties agreed that such claimants are eligible, if as of 4/20/10, the claimant was of an age permitted to work in the claimant's job under applicable state law.	Exhibit 8A, Exhibit 10	IEL, Seafood
Pol-280	10/16/2012	Permanent Business Location of an Individual Periodic Vendor Claimant	Section I.A.3 of Exhibit 8D of the Settlement Agreement defines an eligible Individual Periodic Vendor as one who does not maintain a permanent business location in a building at which the claimant made Covered Sales. The residence of a claimant who sells from his or her home is not considered to have a permanent business location in a building for IPV eligibility purposes.	Exhibit 8D, I.A.3	IPV/FV
Pol-281	10/18/2012	Payment Documentation and Processing	The requirements for the Attorney Fee Acknowledgment Form ('Form') have changed. Until now, claimants were required to submit an original, signed Form. The Program is now authorized to pay a claim that is otherwise ready for payment, if it has a signed copy of the Form. Claimants may upload a .pdf of the signed Form on their Portal. As soon as the Program has received a signed copy (either on the Portal or by mail/overnight delivery), the Program will consider the document received for purposes of processing it for payment. However, claimants still need to mail or deliver the original, signed Form to the Program.	Exhibit 27 Section 8	Payments
Pol-282	10/19/2012	Leases of Private Oyster Beds	Leases of privately-owned oyster beds are included in the Settlement Class and Compensation Program. The Class is defined to include all Oyster Leaseholders, whether the lease establishes the Claimant as the lessee of an oyster leasehold for which the state is the lessor (state-issued lease) or the lessee of an oyster leasehold for which a private landowner is the lessor (private lease). However, while private leases are included in the Settlement Class, certain private leases may not be eligible to receive payment under the Seafood Compensation Program, and thus those oyster leaseholders will have their associated Oyster Leaseholder Interest claims in connection with such private leases Expressly Reserved. To be eligible for compensation under the Seafood Compensation Program, a Oyster Leaseholder Claimants seeking recovery for oyster leaseholds in Louisiana, Florida, Mississippi, and Texas must be the lessee of an oyster lease (whether state-issued or private) for which the State has issued an oyster lease ID number. In Alabama, where the state does not issue oyster lease ID numbers for oyster leases, then Claimants who are lessees of oyster leases (whether state-issued or private) are eligible for compensation from the Seafood Compensation Program. Thus, if a claiming Oyster Leaseholder seeks compensation for	FAQ 189	Seafood

Pol-283	10/19/2012	Revenue History of Vessels Sold Before 4/20/10	Claimants are eligible only for compensation for a vessel that the claimant continued to own or lease during 4/20/10 to 12/31/10. The payable compensation amount is based solely on the revenue that the vessel the claimant continued to own or lease in that period generated during the Benchmark Period. A claimant cannot aggregate Benchmark Period revenue from vessels sold or no longer leased before 4/20/10 with revenues of vessels still owned or leased on 4/20/10.	FAQ 176	Seafood
Pol-284	10/19/2012	Seafood Crew Compensation Plan	Seafood Crew claimants who receive compensation in Categories II and III do participate in any second distribution if there are Seafood Compensation Program Amount funds remaining after the Claims Administrator pays all eligible Seafood Compensation Program claims.	Exhibit 10	Seafood
Pol-285	10/19/2012	No Income During Benchmark Period	Under the Seafood Program, claimants with no income from owning or leasing a vessel or harvesting shrimp, oysters, fin fish, blue crab, or other seafood or from working as a Seafood Crew in the Benchmark Period nonetheless are Class Members. According to the Class Definition in Section 1.1 of the Settlement Agreement, an individual is a Class Member if at any time between 4/20/10 and 4/16/12, the claimant owned or leased or worked on a vessel harbored or home ported in the Gulf Coast Areas, or the Specified Gulf Waters, or worked on a vessel in Specified Gulf Waters after April 20, 2009. With respect to Seafood Crew, persons must have worked on a vessel that landed Seafood in the Gulf Coast Areas after April 20, 2009. Under Section 1.2.3 an entity is in the Class if it owned, operated, or leased a vessel (1) that was Home Ported in the Gulf Coast Areas at any time from April 20, 2010 to April 16, 2012 or (2) landed Seafood in the Gulf Coast Areas at any time from April 20, 2009 to April 16, 2012. Individuals and Entities who meet these geographical descriptions are included in the Economic Class only if their claims meet the descriptions of one or more enumerated Damage Categories, including the Seafood Compensation Program. The description for Seafood Compensation Program provides Damages suffered by a COMMERCIAL	FAQ 177	Seafood
Pol-286	10/22/2012	Creation of Monthly Profit and Loss Statements	I. INTRODUCTION In support of a Business Economic Loss (BEL) claim, Section 4 of Exhibit 4A of the Settlement Agreement Framework requires monthly and annual profit and loss statements, or alternate source documents establishing monthly revenues and expenses for the claimed Benchmark Period, 2010 and, if applicable, 2011. The Claims Administrator submits the following reminder to assist claimants in understanding how they can satisfy this required documentation. II. MEANS FOR SATISFYING REQUIREMENT OF MONTHLY P & Ls A. BEL claimants are required to submit both monthly and annual profit and loss statements that were maintained in the course of their business. B. If a BEL claimant did not maintain monthly profit and loss statements, that claimant may create such monthly statements based on contemporaneous alternate source documents (such as bank statements, check registers, cancelled checks, etc.). If accounting services are retained to create such monthly statements, those accounting expenses may be submitted for reimbursement in accord with the terms of the Claimant Accounting Support provisions as set out in Section 4.4.13 of the Settlement Agreement. C. If a BEL claimant did not maintain monthly profit and loss statements and if creating such statements would result in an undue	Exhibit 4A	BEL

Pol-287	10/23/2012	Start-Up Business Financial Projections	Paragraph 4 of Section 4(D) of Exhibit 7 states that a claimant must submit all financial projections. The Claims Administrator interprets this provision to mean that if projections exist, then the claimant is required to submit those projections; however, if projections do not exist, and thus are not provided, then the claim is not Incomplete for projections. The Settlement Program will not assume the absence of projections in the claimant's documents is evidence that projections do not exist. Otherwise, claimants for whom projections do exist but who fail to submit the projections would not be found Incomplete, contrary to the documentation requirements set forth in the Settlement Agreement. The claimant must inform the Settlement Program that projections do not exist. An oral communication from the claimant is sufficient to establish that projections do not exist.		BEL
Pol-288	10/25/2012	Business Economic Loss Claims and Individual Economic Loss Claims: Determination of Entity NAICS Code	The Claims Administrator will determine the appropriate NAICS Code for a business by looking at the nature of the business that operates under the Tax Identification Number (TIN) as a whole and then selecting the most appropriate NAICS Code for the entire business associated with that TIN (the Entity). Once the Claims Administrator determines the appropriate NAICS Code for the Entity, then the NAICS Code will be attributed down to each Facility of the Entity. The Claims Administrator will use this process for NAICS Code determinations for all purposes under the Settlement Agreement, including classifying Entities under the NAICS Codes provided in Exhibits 2, 17, 18, and 19. The Claims Administrator will not examine the individual Facilities of an Entity to determine the Tourism, excluded, or Moratoria status of an Entity. For example, having an excluded Facility will not necessarily exclude the whole Entity. To determine the appropriate NAICS Code the Claims Administrator will look at the tax returns, business licenses, and other evidence such as revenues and the business's website to determine the most appropriate NAICS Code for the whole Entity.	Section 4.4.7, Section 2.2.4.1, Section 2.2.4.2, Section 2.2.4.3, Section 2.2.4.4, Section 2.2.4.5, Section 5.10.2, Section 5.10.3, Section 5.10.4, Exhibit 16, Exhibit 17, Exhibit 18	Exclusions
Pol-289	5/12/2014	Definition of Tourism	See the attached Final Policy memo.	Exhibit 2	IEL,BEL,All Economic Loss Claims
Pol-289	10/25/2012	Definition of Tourism	The Claims Administrator has considered the issue of what claimants fall within the definition of Tourism under Exhibit 2 to the Settlement Agreement. The Claims Administrator interprets the Settlement Agreement as follows: (a) Exhibit 2 provides that Tourism means businesses which provide services such as attracting, transporting, accommodating or catering to the needs or wants of persons traveling to, or staying in, places outside their home community. (b) Exhibit 2 then provides a list of NAICS codes which qualify a claimant for inclusion in the Tourism category. The Claims Administrator finds that the list of NAICS codes is illustrative, not exhaustive. (c) If the most appropriate NAICS code for a claimant is one of the codes listed on Exhibit 2, that claimant will be considered to fall within the Tourism definition. (d) If the most appropriate NAICS code for a claimant is not one of the codes listed on Exhibit 2, that claimant may still be considered to fall within the Tourism definition if the Claims Administrator determines in his discretion that the claimant's business meets the definition outlined in Subsection (a) above. (e) The Claims Administrator has established a specialized team to assess Tourism issues on a case-by-case basis. (f) Characterization of a claimant's business as Tourism vs. Non-Tourism shall be based on the totality of circumstances.		All Claims
Pol-290	10/25/2012	Boat Captains with Multiple Vessels in the Benchmark Period	Boat captain need not work on the same vessel in 2010 that he or she worked on in the Benchmark Period to be eligible for compensation. Under the Oyster, Finfish or Blue Crab/Other Compensation Plans, compensation for a boat captain is calculated using his or her Benchmark Period earnings for vessel(s) that he or she worked on.	FAQ 180	Seafood

<p>Pol-291</p>	<p>10/25/2012</p>	<p>2010 Shrimp Vessel Change (Vessel Owners/Vessel Lessees)</p>	<p>If the Claims Administrator determines that the vessel the Claimant owned or leased in the Benchmark Period qualifies in all respects for the either the Expedited Compensation Method or the Reduced Expedited Method of the Shrimp Compensation Plan and that the Claimant, in fact, changed to a different vessel for the 2010 season, the Claimant's compensation amount will be the vessel owner/lessee compensation amount for the same expedited method for which the Claimant's Benchmark Period vessel qualifies but for the vessel class of the Claimant's 2010 vessel. The vessel classes identified in the Shrimp Compensation Plan take into account vessel size and type, e.g. <30â€™, 30â€™-44â€™, 45â€™-74â€™ (Ice), 45â€™-74â€™ (Freezer), >75â€™ (Ice) and >75â€™ (Freezer). If in the Benchmark Period the Claimant owned a 45â€™-74â€™ (Ice) vessel with revenue that qualifies for the Expedited Compensation Method, but the Claimant sold the vessel in December 2009 and purchased a 75â€™ (Ice) vessel, then the Claimant's compensation amount will be the Expedited Compensation Method vessel owner/lessee compensation amount for a 75â€™ (Ice) vessel. A claimant who switches to owning or leasing a different vessel in 2010 from the vessel owned or leased in the Benchmark Period must provide sufficient proof that it owned or leased</p>	<p>FAQ 184</p>	<p>Seafood</p>
<p>Pol-292</p>	<p>10/25/2012</p>	<p>2010 Oyster, Finfish, Blue Crab/Other Seafood Vessel Change (Vessel Owners/Vessel Lessees)</p>	<p>A claimant is eligible for compensation for the 2010 vessel if it owned or leased a vessel in the Benchmark Period that qualifies for compensation under the Oyster, Finfish or Blue Crab/Other Seafood Compensation Plans. Under the Oyster, Finfish or Blue Crab/Other Compensation Plans, compensation is calculated using the revenue generated by the vessel that the entity owned or leased in the Benchmark Period. A claimant who switches to owning or leasing a different vessel in 2010 from the vessel that it owned or leased in the Benchmark Period must provide sufficient proof to establish that it owned or leased the Benchmark Period vessel during the Benchmark Period; that it was no longer using the Benchmark Period vessel in 2010, e.g., that the vessel was sold or destroyed; and that the claimant in fact purchased or leased a different vessel for 2010.</p>	<p>FAQ 179</p>	<p>Seafood</p>
<p>Pol-293</p>	<p>10/25/2012</p>	<p>2010 Shrimp Vessel Change (Boat Captains)</p>	<p>A Boat Captain (whether he has an exclusive work arrangement with the vessel owner/lessee or he is the vessel owner/lessee) qualifies in all respects for the either the Expedited Compensation Method or the Reduced Expedited Method of the Shrimp Compensation Plan for the vessel on which he or she worked in the Benchmark Period and that the Claimant, in fact, committed to an exclusive arrangement to work on the vessel owner/lessee's new vessel for the 2010 season, the Claimant's compensation amount will be the Boat Captain compensation amount for the same expedited method for which the Claimant's Benchmark Period vessel qualifies but for the vessel class of the vessel on which the Claimant worked in 2010. The vessel classes identified in the Shrimp Compensation Plan take into account vessel size and type, e.g. <30â€™, 30â€™-44â€™, 45â€™-74â€™ (Ice), 45â€™-74â€™ (Freezer), >75â€™ (Ice) and >75â€™ (Freezer). An exclusive arrangement is one in which the Boat Captain works on no other vessel, and the vessel owner/lessee exclusively used the Boat Captain Claimant as the boat captain on the vessel at issue. For example, if (1) in the Benchmark Period the Boat Captain had an exclusive arrangement to work for a vessel owner of a 45â€™-74â€™ (Ice) vessel with revenue that qualifies for the Expedited Compensation Method, and (2) in</p>	<p>FAQ 185</p>	<p>Seafood</p>

Pol-294	10/29/2012	Old Entrant/Adds a Vessel	<p>If an entity owned and/or leased a fleet of vessels in the Benchmark Period and the same entity purchased or leased an additional vessel for use in 2010 fishing season, is the additional vessel eligible for compensation under the Seafood Compensation Plan, and, if so, how is compensation calculated? A: In all Seafood Compensation Plans, if an entity, for example an LLC, owned and/or leased a fleet of vessels in the Benchmark Period and the same entity establishes that it added an additional vessel to its fleet for the 2010 fishing season, the Claims Administrator will apply the average Benchmark Period revenue data for the relevant vessels from the Claimant's fleet to determine the compensation amount for the newly added vessel. For Claimants in the Oyster, Finfish and Blue Crab/Other Compensation Plans, Benchmark Period revenue for the newly added vessel will be calculated as the average for all vessels in the Claimant's fleet that were operating to harvest the relevant species during the Benchmark Period (applying the same Benchmark Period for all vessels in the Claimant's fleet). For example, if the Claimant owned six vessels during the Benchmark Period -- three vessels used to harvest finfish and three vessels used to harvest shrimp, and the new vessel the Claimant purchased to add to his fleet for the 2010 fishing season was another finfish vessel, only the average Benchmark</p>	FAQ 182	Seafood
Pol-295	11/1/2012	Entry of Total Revenue	<p>If a Business Claimant does not fall within the Causation Presumption, the Settlement Program uses several "Revenue Pattern" tests to determine if the Business Claimant satisfies the Causation requirement set forth in the Settlement Agreement. These tests require a claimant's monthly "total business revenue" to show certain revenue patterns. The Program interprets "total business revenue" to mean Total Net Revenue. Most Profit and Loss statements list only one amount for monthly total revenues. This one amount may be labeled as Gross Revenues, Gross Sales or Total Sales. If the claimant's Profit and Loss statements provide only one amount for monthly total revenues, the Settlement Program will use that amount for "total business revenue." • Some Profit and Loss statements show both Gross Revenues and Net Revenues. Net Revenues may also be labeled as Net Sales. If the claimant's Profit and Loss statements provide both Gross Revenues and Net Revenues, the Settlement Program will use Net Revenues for "total business revenue." • The Settlement Program will never calculate the revenue patterns using the amounts shown for Gross Profits, Net Profits or Net Income. These amounts reflect income after the deduction of expenses, which the Program does not use to perform the Revenue Pattern Causation tests.</p>	Exhibits 4B and 4C	BEL
Pol-296	11/26/2012	Verification of Bartering Losses	<p>The Claims Administrator may exercise the discretion to require a barterer or non-consumption user to submit a Subsistence Third Party Sworn Written Statement(s) from the person(s) with whom he or she bartered or at least one person who observed his or her bartering or non-consumption Subsistence activities.</p>	Exhibit 9	Subsistence
Pol-297	11/26/2012	Subsistence Claims: Field Visits	<p>As stated in the Settlement Agreement, Field Visits are mandatory for Subsistence claims with payable base amounts above \$10,000. The base amount is the total payable value of a Subsistence claim before it is multiplied by a Risk Transfer Premium of 2.25. The CADA will appoint a Field Visit Team to conduct Field Visits. The Field Visit Team will travel to the claimant's homes, dock locations, and other applicable areas to evaluate any equipment used by claimants for Subsistence purposes.</p>	Exhibit 9, Section E	Subsistence
Pol-299	5/16/2013	Determination of an Excluded Real Estate Developer	See Final Policy Memo.	Section 2.2.4.7 and Section 5.9.3	Exclusions

Pol-299	12/3/2012	Determination of an Excluded Real Estate Developer	Section 2.2.4.7 of the Settlement Agreement excludes: Real Estate Developers, including any Natural Person or Entity that develops commercial, residential or industrial properties. This includes, but is not limited to, any Entity developing an entire subdivision (as defined by the law of the state in which the parcel is located) of Real Property, including condominiums with multiple residential units and/or a residential subdivision with contiguous home sites and homes, provided, however, that Real Estate Developers shall be eligible to assert Coastal Real Property Claims under Section 5.7 and Real Property Sales Damage Claims under Section 5.9. Section 5.9.3 of the Settlement Agreement provides that, other than as allowed in the Real Property Sales framework, no claimant may recover under this Agreement, including any Exhibit thereto, for Economic Damage based on a reduction in sale price, or an alleged reduction in market value, of real estate they owned or in which they had an ownership interest. Section VI of Exhibit 18 to the Settlement Agreement confirms this exclusion, by reference to Sections 2.2.4.7 and 5.9.3. Exhibit 18 requires the Claims Administrator to determine the applicability of the exclusion of real estate developers based upon review of (a) the claimant's 2010 tax return, (b) 2010 business permits or license(s), and/or other evidence of the	Section 2.2.4.7, Exhibit 18	Exclusions
Pol-300	12/4/2012	Business Economic Loss Claims: Multi-Facility Business Claimants	Exhibit 5 of the Settlement Agreement addresses Compensation of Multi-Facility Businesses. Pursuant to Section II of Exhibit 5, required documentation includes Separate profit and loss (P&L) statements for each individual Facility that were prepared and maintained in the normal course of business. (a) For a Multi-Facility Business with locations both within and outside the Gulf Coast Areas who submits claims for only those Facilities within the Gulf Coast Areas, the Claims Administrator interprets this provision such that P&Ls for those Facilities outside the Gulf Coast Areas are not necessarily required. (b) The Claims Administrator may in his discretion require any and all documentation that he deems appropriate to properly evaluate a given claim or to resolve questions presented by a particular claim, including but not limited to additional individual Facility P&Ls, consolidating schedules, or other records.	Exhibit 5	BEL
Pol-301	12/4/2012	Moratoria Losses: Entities Subject to Analysis for Moratoria Losses	To implement Exhibit 16 to the Settlement Agreement, the Claims Administrator will evaluate economic loss claims from entities and the employees of entities within the NAICS Codes enumerated and marked with an "X" in Section I of Exhibit 19 to the Settlement Agreement and enumerated and marked with an "X" in Section II of Exhibit 19 to the Settlement Agreement (if such entity provided significant services, goods, and/or supplies to businesses in the offshore oil and gas industry in the Gulf of Mexico in 2009) to determine whether the claimant's losses were non-compensable Moratoria Losses or were compensable Non-Moratoria Losses. The Claims Administrator will not automatically conduct this Moratoria Losses analysis on the economic loss claims from any other entities or employees of other entities.	Exhibits 16, 19	BEL

Pol-302	12/4/2012	Moratoria Losses: Choice of NAICS Code	For purposes of implementing Exhibit 16 and Exhibit 19 to the Settlement Agreement, the Claims Administrator will review an entity's 2010 tax return and business permit (if available) and other evidence of the business activities of the entity to determine the appropriate NAICS Code that best fits the entity, in the same manner in which the Claims Administrator assigns NAICS Codes to an entity for any purpose under the Settlement Agreement. The NAICS Code used on the 2010 tax return or business license will not be considered conclusive, and the Claims Administrator will not apply any presumptions regarding the selection of the NAICS Code to classify the entity properly.	Exhibits 16, 19	BEL
Pol-305	12/4/2012	Individual Economic Loss Claims: Zone for Specified Gulf Waters	Exhibit 8A to the Settlement Agreement provides: For purposes of this Framework for Individual Economic Loss Claims, the presumption shall be that the location of economic loss for the Claiming Job is the location of the claimant's employer within the Class Definition geographic area, not the claimant's residence. Claimants may establish an alternative location of economic loss for the Claiming Job other than their employer's location by providing evidence that their primary employment activities and responsibilities occur in a location different from their employer's business address, and that the claimed DWH Spill-related economic loss occurred at such location. For example, the claimant works for a housekeeping company located in Zone C that services households in Zones A, B and C, including vacation condominiums located in Zone A, and the claimant establishes that she works primarily in Zone A. (Ex. 8A fn 4; fn 12; fn 16; fn 21; fn 23; fn 24.) To implement these provisions, Individual Economic Loss claimants who establish that their primary employment activities and responsibilities for a Claiming Job occurred in or on the Specified Gulf Waters during the relevant Benchmark Period and Compensation Period, the Claims Administrator will consider the claimant's alternative location of economic loss other than their employer's.	Exhibit 8A	IEL
Pol-306	12/10/2012	Individual Economic Loss Claims: Sworn Written Statements	The Claims Administrator will not accept claimant- or firm-created documents in lieu of Claims Administrator created Sworn Written Statement Forms.		IEL
Pol-307	12/12/2012	Business Economic Loss: Non-Profit Entities	The Claims Administrator shall apply the Settlement as follows with respect to business economic claims of non-profit entities: (a) Income received by non-profit entities in the form of grant monies or contributions shall typically be treated as revenue for that entity for purposes of the various required calculations under the terms of the Settlement Agreement. (b) For those non-profit entities who are required to file income tax returns or who have in fact filed income tax returns (whether required to file or not), submission of income tax returns is required as outlined in Exhibit 4A of the Settlement Agreement. (c) If a non-profit entity is not required by law to file an income tax return and in fact has not filed such a return, such entity may submit a Verification of Nonfiling from the IRS, together with the entity's organizational documents indicating that the entity is a Non-Profit organization, in satisfaction of the requirement to produce income tax returns as outlined in Exhibit 4A of the Settlement Agreement.	Exhibit 4A	BEL
Pol-307	5/24/2012	Exclusions: Not for Profit Businesses	We will allow non-profit businesses to file and be compensated where eligible.	Section 38.65	Exclusions

Pol-308	12/12/2012	Economic Loss: Establishing Causation	<p>The Settlement Agreement represents the Parties' negotiated agreement on the criteria to be used in establishing causation. The Settlement Agreement sets out specific criteria that must be satisfied in order for a claimant to establish causation. Once causation is established, the Settlement Agreement further provides specific formulae by which compensation is to be measured. All such matters are negotiated terms that are an integral part of the Settlement Agreement. The Settlement Agreement does not contemplate that the Claims Administrator will undertake additional analysis of causation issues beyond those criteria that are specifically set out in the Settlement Agreement. Both Class Counsel and BP have in response to the Claims Administrator's inquiry confirmed that this is in fact a correct statement of their intent and of the terms of the Settlement Agreement. The Claims Administrator will thus compensate eligible Business Economic Loss and Individual Economic Loss claimants for all losses payable under the terms of the Economic Loss frameworks in the Settlement Agreement, without regard to whether such losses resulted or may have resulted from a cause other than the Deepwater Horizon oil spill provided such claimants have satisfied the specific causation requirements set out in the Settlement Agreement. Further, the Claims Administrator will not evaluate</p>	Exhibit 4B	IEL,BEL
Pol-308	10/10/2012	No Analysis of Alternative Causes of Economic Losses	<p>The Settlement Agreement represents the Parties' negotiated agreement on the criteria to be used in establishing causation. The Settlement Agreement sets out specific criteria that must be satisfied in order for a claimant to establish causation. Once causation is established, the Settlement Agreement further provides specific formulae by which compensation is to be measured. All such matters are negotiated terms that are an integral part of the Settlement Agreement. The Settlement Agreement does not contemplate that the Claims Administrator will undertake additional analysis of causation issues beyond those criteria that are specifically set out in the Settlement Agreement. Both Class Counsel and BP have in response to the Claims Administrator's inquiry confirmed that this is in fact a correct statement of their intent and of the terms of the Settlement Agreement. The Claims Administrator will thus compensate eligible Business Economic Loss and Individual Economic Loss claimants for all losses payable under the terms of the Economic Loss frameworks in the Settlement Agreement, without regard to whether such losses resulted or may have resulted from a cause other than the Deepwater Horizon oil spill provided such claimants have satisfied the specific causation requirements set out in the Settlement Agreement. Further, the Claims Administrator will not evaluate</p>	Exhibit 4B	IEL,IPV/FV,BEL
Pol-309	12/13/2012	Appeals: Re-Review Process	<p>The Claims Administrator will implement the Re-Review process outlined in the memo dated 11/20/12 and flow chart. The Claims Administrator has authority under Paragraph 5 of Exhibit 25 to amend and/or adopt procedures as necessary to implement Section 6 of the Agreement after providing notice and a right to comment by the BP Parties and Lead Class Counsel. The re-review process allows a systematic approach for providing all claimants with another chance to submit information to explain or refute the notice they receive. The Claims Administrator's Re-Review process is provided in the attached memo.</p>		Appeal
Pol-311	12/17/2012	Seafood Program: Affidavits as Evidence of Landings made within the Gulf Coast Area	<p>The Claims Administrator will consider affidavits from both the claimant and the wholesaler who issued trip tickets as reliable evidence that landings listed on those triptickets were made within the Gulf Coast Area. If such documentation is submitted by the claimant, we will count those revenues in the calculation of the claimant's Seafood Compensation Award.</p>	Exhibit 10	Seafood

Pol-313	12/21/2012	Seafood Program: Bedding Ground Rental Receipts	The Settlement Agreement requires claimants to submit a copy of the oyster lease or title. The Bedding Ground Rental Receipts are not a reliable substitute because the ownership information contained on a copy of the lease may not be reflected on the associated receipts. Enforcing this documentation requirement will not significantly burden claimants, who can obtain copies of their leaseholds easily and quickly by contacting the LDWF. The vast majority of Oyster Leaseholder Lost Interest Claimants have submitted copies of the original oyster leases.	Exhibit 10	Seafood
Pol-315	1/2/2013	Subsistence: Application of 2010 and 2011 Retail Prices	Where a claimant's Loss Period begins and ends in the same year, the CADA Team will use the average retail value of each species for the applicable year in the loss calculation. For example, if a claimant's Loss Period begins and ends in 2010, the CADA team will apply the average cost per species for the year 2010. When a claimant's Loss Period begins in 2010 and ends in 2011, the CADA Team will apply the 2010 retail values to the portion of the harvest lost in 2010 and 2011 retail values to the portion of the harvest lost in 2011.	Exhibit 9	Subsistence
Pol-316	6/25/2014	Subsistence: Fishing or Hunting Area Impairment	See the attached Final Policy Announcement memo.	Exhibit 9	Subsistence
Pol-316	1/2/2013	Subsistence: Fishing or Hunting Area Impairment	If a claimed Loss Period is greater than the closure period of the applicable area, the CADA Team will consider relevant reports attesting to impairment on a case-by-case basis. The claimant may also submit objective evidence of actual impairment to the CADA Team for consideration. Objective evidence of actual impairment may include reports of continued oiling, date-stamped photos, receipts for oil clean up, etc.	Exhibit 9	Subsistence
Pol-316	5/25/2012	Subsistence Claims: Evidence of Impairment	There are circumstances where a fishing/hunting area could be impaired beyond the length of closure. However, we must have objective evidence that the Spill impaired a hunting or fishing area. If a claimant submits proof that the Spill impaired an area beyond the length of closure, we will use our discretion when considering that proof and whether it is objective evidence of impairment.	Exhibit 9, Section B(1)	Subsistence
Pol-316	5/25/2012	Subsistence Claims: Evidence of Impairment	We must have objective evidence that the Spill impaired a hunting or fishing area. Oiling is one factor that would prove that the Spill impaired a hunting or fishing area. If a claimant submits proof that the Spill impaired an area that did not close or was not oiled, we will use our discretion when considering that proof and whether it is objective evidence of impairment.	Exhibit 9, Section B(1)	Subsistence
Pol-317	1/2/2013	Subsistence: Consumption and Bartering Calculation	The CADA Team will use the formula presented in the 11/21/12 Subsistence Claims Review Updates Alert to calculate consumption and bartering losses with the exception of the activity levels as set forth in item 3 below. However, the CADA Team will continue to consider all claims on a case-by-case basis.	Exhibit 9	Subsistence

Pol-317	11/26/2012	Compensation Formula for Consumption Losses	The Claims Administrator retained Peter T. Katzmarzyk, PhD, FACSM, FAHA, a Professor and Associate Executive Director for Population Science at the Pennington Biomedical Research Center in the Louisiana State University System, to assess and report on the actual caloric intake of residents in the Gulf Coast region. Dr. Katzmarzyk's recommended approach is to utilize the actual caloric intake of men and women of average height and weight in the United States who function at a very active physical activity level. The Claims Administrator incorporated Dr. Katzmarzyk's recommendations into a revised Subsistence loss formula. The Subsistence loss formula is a tool that the Claims Administrator will use to calculate actual consumption rates that are reasonable for Gulf Coast residents. The calculation results will be used by the Court-Appointed Distribution Agent (CADA) Team as a guideline in which to compare actual reported losses for individual claimants.		Subsistence
Pol-318	1/2/2013	Subsistence: Claimant Activity Levels	The Claims Administrator will consider each individual claimant to have a lifestyle reflective of that of harvesters. This consideration allows for the realistic estimate of the actual high caloric intake levels of Gulf Coast residents. All claimed family members will be considered to have an active lifestyle.	Exhibit 9	Subsistence
Pol-320	1/3/2013	Changes to the Identity Verification Process for the Program	The Settlement Program asks every claimant to provide a Social Security number (SSN), Individual Taxpayer Identification Number (ITIN), or Employer Identification Number (EIN) on the Registration Form. The Claims Administrator uses that number as a unique identifier to keep claimants separate in the Program. When the Claims Administrator receives the Registration Form, the accuracy of the SSN, ITIN, or EIN that is provided by the claimant must be verified, to make sure it is the right number and that the number exists and does not belong to anyone else. The Claims Administrator does verification step for several reasons: (a) The SSN, ITIN or EIN is the only way to give each claimant a unique identifier, which is necessary for tracking, processing and payment purposes. (b) It enables the Claims Administrator to link a Deepwater Horizon claimant to a previous GCCF claim, copy existing documents to the new claim and account for any previous offers or payments. (c) Further, accurate and genuine taxpayer numbers is necessary to prevent issuing payments to fictitious taxpayers or paying the same claim more than once. Documentation Required to Verify Identity: If the Claims Administrator is able to verify from what the claimant provides or through research that the SSN, ITIN, or EIN on the Registration Form belongs to the claimant, then the	Claimant Identity Verification procedures are not included in the Settlement Agreement.	
Pol-323	1/15/2013	Document Requirements for Cancelled Contracts or Reservations	The Claims Administrator interprets the provisions of the Settlement Agreement such that the document requirements in Exhibit 4A apply to claimants with Business Economic Loss claims attempting to recover for cancelled contracts or cancelled reservations under Exhibit 4E.		BEL

Pol-324	3/5/2013	Business Economic Loss Claims: Calculation of Variable Profit	Calculation of Variable Profit. Exhibit 4C of the Settlement Agreement sets out the methodology to be used in calculating Variable Profit as a component of determining Step 1 Compensation. That methodology is as follows: 1. Sum the monthly revenue over the period. 2. Subtract corresponding variable expenses from revenue over the same time period. Variable expenses include: a. Variable Costs as identified in Attachment A. b. Variable portion of salaries, calculated as described below in the definition of Fixed and Variable Payroll Expenses. c. Variable portion of COGS, calculated by excluding salary costs . . . and fixed expenses included within COGS, including Amortization, Depreciation, Insurance Expense, and Interest Expense and Contract Services. In performing these calculations, the Claims Administrator will typically consider both revenues and expenses in the periods in which those revenues and expenses were actually booked in the Claimant's contemporaneous financial statements. The Claims Administrator will not typically re-allocate such revenues or expenses to different periods. The Claims Administrator does, however, reserve the right to adjust the financial statements in certain circumstances that come to their attention including, but not limited to, inconsistent basis of accounting between benchmark and compensation periods, errors in previously	Exhibit 4C	BEL
Pol-324	6/15/2012	Business Economic Loss Claims: Non-Recurring Operating Revenues and Expenses	Large, non-recurring operating revenues or expenses will be included in the variable profit calculation. However, the following will not be considered large non-recurring operating revenues or expenses: cashing in on a business interruption insurance policy and sale of equipment or a building. Instead, these types of large and/or extraordinary non-operating items will be excluded from the calculation of variable profit.	Exhibit 4C	BEL
Pol-326	12/18/2013	BEL Claims: Policy Applicable to Evidence Submitted in Support of Healthcare Business Claims	See the attached Final Policy memo.	Exhibit 4B	BEL
Pol-327	2/8/2013	Business Economic Loss Claims: State Sales and Use Tax Returns for Retail Businesses	Section 5 in Exhibit 4A of the Settlement Agreement requires monthly State Sales and Use Tax Returns for Retail Businesses. These documents shall be required of all Retail Business claimants, and must cover all years included in the Benchmark Period, 2010, and, if applicable, 2011. The Claims Administrator recognizes that there may be rare instances in which a Retail Business is not required to file monthly State Sales and Use Tax Returns, and therefore does not file monthly State Sales and Use Tax Returns, because of local regulations that are unique to specific jurisdictions. As such, the Claims Administrator submits the following policy clarification: (a) If a Business Claimant submits documentation establishing that local regulations exempt the particular type of retail business in question from filing monthly State Sales and Use Tax Returns, and the Claims Administrator verifies the same, then the Claims Administrator may allow the claimant to be eligible for compensation without submitting monthly State Sales and Use Tax Returns. The Claims Administrator may, however, require any additional documentation that it deems necessary to satisfy this document requirement. (b) If, however, a Business Claimant submits documentation establishing that local regulations exempt the particular type of retail business in question from filing monthly State Sales and Use	Exhibit 4A	BEL
Pol-328	4/21/2014	Business Economic Loss Claims: Non-Revenue Items of Entities	Please see the attached Final Policy memo.		BEL

Pol-328	2/8/2013	Business Economic Loss Claims: Non-Revenue Items of Entities	<p>The Claims Administrator interprets the Settlement Agreement such that the following items shall not typically be treated as "revenue" for purposes of the various calculations to be performed under the terms of the Settlement Agreement with regard to entities asserting BEL claims: (a) insurance proceeds, (b) interest income, and (c) gains or losses from sales of assets. In arriving at this conclusion, the Claims Administrator has in part relied upon two factors. First, such items are not typically treated as "revenue" under generally accepted accounting principles. Second, the extensive templates and testing of claims calculations jointly conducted by both Parties prior to implementation of this claims program, by agreement of the Parties, did not treat such items as "revenue" for purposes of this Settlement Agreement.</p>		BEL
Pol-330	2/8/2013	Economic Loss Zones: Definition of Zone A-28 "The Florida Keys"	<p>Economic Loss Zones are defined by the Economic Loss Zone maps in Exhibit 1A, read in conjunction with the textual Geographical Definitions in Exhibit 1B. In the case of Zone A-28, representing the Florida Keys, the language of Exhibit 1B appears to conflict with the map drawn in Exhibit 1A. Exhibit 1B, page 8 describes Zone A-28: "A-28: Florida Keys: This zone consists of the entirety of the series of islands off the south coast of Florida stretching from Key West in the south/west to Key Largo in the north/east." On the map in Exhibit 1A, page 15, Zone A extends from the Southwestern most point in Key West to the municipality of Key Largo, but does not include all of Key Largo Island. The northern remainder of that Island is in Zone D on the map. According to the Interactive Mapping Tool furnished by the Parties, Zone A ends midway through Key Largo Island. The border is a straight line perpendicular to FL-905, beginning approximately at coordinates N 25.2118 W - 80.3401. There is no geographical, roadway, or legal boundary at this location that would explain placing a boundary between Zones in this area. There is no language in Exhibit 1B that supports this boundary. After reviewing the issue with the Parties, the Claims Administrator has determined that the textual description in Exhibit 1B controls over the map in Exhibit 1A and the Interactive Mapping Tool and the</p>	Exhibit 2	IEL,BEL
Pol-331	2/8/2013	Economic Loss Claims: Time Period Used to Determine the Applicable Zone	<p>The Settlement Agreement requires the Claims Administrator to determine the Zone applicable to each Economic Loss claimant for purposes of causation and compensation. The Settlement Agreement, however, does not specify the time period used to make this determination for any claimant. In every instance, the Settlement Agreement uses the present tense when describing the impact of the Zone on causation of the RTP applicable to the claim. See, e.g., Ex. 4B Sec. 1.1 ("If you are a business in Zone A . . .") Ex. 15 ("Businesses . . . located in Zone A . . .") Ex. 8A fn 4 ("Claimants may establish an alternative location of employer's location by providing evidence that their primary activities and responsibilities occur in a location different from their employer's business address") With no temporal element prescribed by the Settlement Agreement for the Zone determination, it provides no guidance on how the Claims Administrator is to assign a Zone to an entity that has changed its physical location at any time after 4/20/10 or to an individual whose work area changed at after that date. After reviewing the Settlement Agreement and the responses of the Parties to a request for their positions on this issue, the Claims Administrator has adopted these rules of decision to address this issue:</p>	Exhibit 2	IEL,BEL

Pol-332	2/8/2013	Individual Economic Loss Claims: End Date for Reimbursable Search Costs	To implement Section R of Exhibit 8A of the Settlement Agreement, which provides for compensation for documented travel and job search costs actually incurred after April 20, 2010 in searching for alternative employment due to job loss or work reduction after the DWH Spill, the Claims Administrator will consider as potentially compensable Reimbursable Search Costs incurred by an IEL claimant during the period commencing on or after April 21, 2010, through the earlier of (a) the claimant's procurement of full-time employment or (b) December 31, 2011.	Exhibit 8A	IEL
Pol-333	2/8/2013	Individual Economic Loss Claims: Acceptable Substitutes for Sworn Written Statement-12	Exhibit 8A to the Settlement Agreement requires that Category I, II, and III claimants who do not receive a presumption of causation must provide an Employer Sworn Written Statement attributing the claimant's loss of income during the Compensation Period to the DWH Spill. The Employer Sworn Written Statement must articulate in detail how the claimant's losses at the Claiming Job are causally related to the DWH Spill. Such Employer Sworn Written Statement must also include contact information for an authorized representative of the employer. The Claims Administrator created a form for claimants to use to meet this requirement, known as the SWS-12. The Claims Administrator is required to evaluate the credibility and reliability of the information provided by the employer and the claimant, including any Sworn Written Statements, and has the right to request supplemental documentation and/or to interview the employer in accordance with the Addendum Regarding Interviews of Claimants Alleging Economic Loss. The Claims Administrator has encountered three scenarios in which claimants are unable to obtain an SWS-12 or an equivalent sworn statement from the claimant's employer: (a) The Employer Refuses to Sign: The claimant's employer is still in business but refuses to sign the SWS-12 or any sworn statement. All Louisiana Wholesale/Retail Dealers and Fresh Products Licensees must participate in the Trip Ticket Program and report all Seafood landings to the LDWF. If a Louisiana commercial fisherman sells landings in cash to individuals, that fisherman must report the cash transaction to the LDWF Trip Ticket Program. However, certain claimants have indicated that, in practice, cash sales are seldom reported to the LDWF and generally are poorly documented. These claimants have requested that the Claims Administrator accept handwritten receipts from unreported cash sales made in Louisiana as proof of additional Benchmark Revenue. Ex. 10 to the Settlement Agreement requires Vessel Owner claimants to submit either (1) Trip Tickets or their equivalents or (2) federal or state tax information and other sufficient documentation as evidence of their Benchmark Revenue. (Ex. 10 at 19.) Because handwritten receipts from cash sales do not include vessel information or commercial fishing license numbers, they are not equivalent to trip tickets. Further, these receipts represent revenue not reported either to Louisiana when the sale was made or to the Federal government on the claimant's tax returns. Accordingly, the Claims Administrator will not accept such documentation to prove Benchmark Revenue.	Exhibit 8A	IEL
Pol-334	2/8/2013	Seafood Compensation Program: Benchmark Revenue Treatment of Unreported Cash Sales of Seafood in Louisiana	All Louisiana Wholesale/Retail Dealers and Fresh Products Licensees must participate in the Trip Ticket Program and report all Seafood landings to the LDWF. If a Louisiana commercial fisherman sells landings in cash to individuals, that fisherman must report the cash transaction to the LDWF Trip Ticket Program. However, certain claimants have indicated that, in practice, cash sales are seldom reported to the LDWF and generally are poorly documented. These claimants have requested that the Claims Administrator accept handwritten receipts from unreported cash sales made in Louisiana as proof of additional Benchmark Revenue. Ex. 10 to the Settlement Agreement requires Vessel Owner claimants to submit either (1) Trip Tickets or their equivalents or (2) federal or state tax information and other sufficient documentation as evidence of their Benchmark Revenue. (Ex. 10 at 19.) Because handwritten receipts from cash sales do not include vessel information or commercial fishing license numbers, they are not equivalent to trip tickets. Further, these receipts represent revenue not reported either to Louisiana when the sale was made or to the Federal government on the claimant's tax returns. Accordingly, the Claims Administrator will not accept such documentation to prove Benchmark Revenue.	Exhibit 10	Seafood

Pol-335	2/8/2013	Seafood Compensation Program: Determination of Vessel Length	<p>Both the VoO Program and the Seafood Compensation Program rely on a vessel's length to determine the amount of a claimant's award. The VoO Program uses the greater of the vessel length recorded in the Master Vessel Charter Agreement (MVCA) or the vessel length in the government registration to establish the vessel length for the purposes of the compensation calculation. This policy, which the Claims Administrator decided after soliciting input from the parties, gives claimants the benefit of the longer measurement between two source documents common to all VoO claims. The Seafood Compensation Program does not have a similar controlling database of all vessel lengths. For proof of the vessel length in the Seafood Compensation Program, the Settlement Agreement states that the Claimant must provide documentation to establish the vessel size and type for each vessel for which the Claimant seeks Compensation. (Exhibit 10 at 11.) The Settlement Agreement does not specify the type of documents that can be used to establish a vessel length. Some claimants have submitted conflicting information about the lengths of their vessels, where the length listed in their vessel registration documents conflicts with the corresponding figure in the MVCA database used on VoO claims. BP compiled the MVCA database during the VoO program using</p>	Exhibit 10	Seafood
Pol-336	2/8/2013	Seafood Compensation Program: Oyster Vessel Owner and Oyster Boat Captain Compensation Calculations	<p>Exhibit 10 to the Settlement Agreement contains an inconsistency in its description of compensation to certain combined Oyster Harvester/Leaseholders. Section 3.3 of Exhibit 10 describes the calculations for Oyster claimants who are the Sole Boat Captain of the vessel that is the subject of the claim. Exhibit 10 also contains a document called "Oyster Compensation Plan - Exhibit 2" which includes an example of an Oyster Boat Captain calculation (the "Example Calculation"). The language of Section 3.3 and the Example Calculation differ in how they treat the Leaseholder Payment Cost, a component of the compensation calculation. Though the same factors should apply in both places, the values differ by 10%, and the calculation in Section 3.3 results in a more favorable outcome for the claimant. As text generally controls over numerical characters in the law, and as express language in the Settlement Agreement sets forth the required compensation methodology, the Claims Administrator has determined that the written text of Section 3.3 controls, rather than the Example Calculation.</p>	Exhibit 10	Seafood
Pol-337	2/8/2013	Seafood Compensation Program: GCR Oyster Leasehold Database	<p>On May 25, 2012, the Claims Administrator was provided with an Oyster Leasehold database containing the names of 2010 leaseholders, the lease numbers, the quad locations, the current acreage of the leases, and the percentage of each lease in the three Oyster Leaseholder Compensation Zones. The database also incorporated the compensation calculations for each leasehold based on the acreage located in its respective Oyster Leasehold Compensation Zone in accordance with Exhibit 10, pg. 28, Section 1.3. On June 29, 2012, the mapping company provided an updated Oyster database to replace the first one. During the course of reviews, the Claims Administrator has discovered gaps in the updated database requiring the actions described below for (a) inactive leases or leaseholds outside of Louisiana and (b) leaseholds re-surveyed and re-plotted after 2010: (a) Leaseholds located outside of Louisiana or leases no longer active in 2012: The updated database cannot accommodate two scenarios affecting a small number of claims: (1) where the claimed lease is located outside of Louisiana, as the updated database only covers Louisiana leases; and (2) where the claimed leasehold interest has changed from its 2010 active designation, as the updated database shows leases active in 2012, not 2010. In these instances, the Claims Administrator will provide the data points</p>	Exhibit 10	Seafood

Pol-338	2/8/2013	Seafood Compensation Program: Protocol for Reclassifying Claims	<p>The Seafood Compensation Program consists of twenty-two distinct claim types across five catch types and four operator types. Certain claimants have filed claims incorrectly under the wrong claim type. The Claims Administrator has adopted these policies to address these situations: (a) Reclassifying Claims Automatically: The most common claim type filing error occurs when a claimant selects the incorrect Species Type during the claim filing process, such as where a claimant identifies Finfish landings as Other Seafood landings. Where the trip tickets associated with the claim show landings of a species type different from the species type indicated on the Claim Form, the Claims Administrator automatically will reclassify that claim under the correct species type for the claimant and process the reclassified claim to a notice. (b) Requiring Claimants to File the Correct Claim Form: Occasionally, claimants submit their claims under the wrong operator type, such as a Boat Captain who filed as a Vessel Owner. The Claim Form contains sworn statements, vessel data, and other required claim information that support the compensation calculation for a specific operator type, and that information must appear in a properly completed Claim Form. Without these data points, the Claims Administrator cannot process the claim as required by Ex. 10. To obtain the information required to</p>	Exhibit 10	Seafood
Pol-339	2/8/2013	Seafood Compensation Program: Documentation Requirements for Oyster Leaseholder Claims	<p>The Settlement Agreement provides that a claimant filing an Oyster Leaseholder claim must submit these documents to participate in the Oyster Compensation Plan: Valid oyster lease entered into by Claimant that establishes, as of April 20, 2010, the Claimant as the lessee of the oyster leasehold, or a copy of the actual title for the leasehold. Claimants are required to provide documentation that their leasehold interest is in good standing, such as proof of renewal. (Ex. 10 at 26.) The Claims Administrator has encountered certain claimants who have not submitted a copy of the original Leasehold Document and instead proffered alternative evidence of Oyster Leasehold Ownership. These claimants argue that they should not have to submit official copies of the lease or the title for the leasehold and that LDWF Oyster Bedding Ground Rental Receipts should suffice. The LDWF issues those receipts to confirm that the owner of the lease paid the required annual lease fees. While these receipts do contain some of the same data points needed to perform the review required by Ex. 10 to the Settlement Agreement, they are not a reliable substitute for the documentation required by the Settlement Agreement. For example, in at least one claimant's file, payment receipts were incorrectly issued in the name of a former owner instead of the name of the current owner. Because</p>	Exhibit 10	Seafood
Pol-340	2/8/2013	Seafood Compensation Program: Acknowledgement of Oral Oyster Harvesting Agreements	<p>In his 10/10/12 Announcement of Policy Decisions Regarding Claims Administration, the Claims Administrator addressed Section 2.2.B of the Oyster Leaseholder Compensation Plan in Exhibit 10 of the Settlement Agreement, which requires that, in addition to tax returns, financial statements, or business documents, an Oyster Leaseholder Lost Income Compensation claimant must provide contracts or agreements between the Oyster Leaseholder and another natural person or entity that harvests oysters from their leaseholds located in Zones A, B or C, as reflected on the Oyster Leasehold Compensation Zone Map. Certain Oyster Leaseholder Lost Income claimants had informed the Claims Administrator that, while they had oral agreements with oyster harvesters to harvest oysters off of the claimant's oyster leases, they had no written agreements and thus had no documents to submit in response to this requirement. Accordingly, the Claims Administrator permits such claimants to satisfy the contracts or agreements requirement by submitting a writing prepared at any time that describes the terms of the oral agreement and that is signed by the claimant and the oyster harvester that is a party to the oral agreement. Some claimants have struggled with the form of writing sufficient to satisfy this requirement. To facilitate the completion of such claims, the</p>	Exhibit 10	Seafood

Pol-341	2/8/2013	Seafood Compensation Program: Determination of Vessel Classification	<p>The value of many Seafood Compensation Claims depends on the classification of the qualifying vessel as either an ice or freezer boat. Exhibit 10 states that "the Claimant must provide documentation sufficient to establish the vessel size and type for each vessel for which the claimant seeks compensation." Exhibit 10 pg. 11 Section B.1.(c.). The Claims Administrator uses the documentation provided by the claimant to classify the vessel as an ice or freezer boat and perform the appropriate compensation calculations. The Claims Administrator has encountered a few instances where a qualifying vessel has changed classification during the Benchmark Period because the owner of an ice boat installed a freezer. In evaluating this subset of claims where the proffered documentation supports either vessel classification, the Claims Administrator will classify the vessel in the manner that will lead to the higher compensation calculation for the claimant.</p>	Exhibit 10	Seafood
Pol-342	2/8/2013	Seafood Program: Calculation of Boat Captain Income on Claims by Owner/Operators	<p>Under Exhibit 10, Class Members who owned or leased and captained their own vessel during the qualifying time period have both (1) a Vessel Owner and (2) a Boat Captain claim in the Seafood Compensation Program. The Historical Revenue Compensation Method, which is available for all of the Seafood species types, uses revenues in past Benchmark Years to calculate an award amount that differs by operator type. When a claimant who is both Boat Captain and Vessel Owner/Lessee has submitted a Schedule C to support the Boat Captain claim, the Claims Administrator will use the gross revenues in Line 1 of the Schedule C as the revenues in past Benchmark Years and then will apply the Exhibit 10 Cost Percentage, the Loss Percentage and the Boat Captain share set by Exhibit 10 to derive the number multiplied by the RTP to get the award amount for the claimant on the Boat Captain claim. The Claims Administrator will not use Schedule C Line 29 net profits number (or the net profits number shown on any line in other tax forms) on the Boat Captain claim of a claimant who is both Boat Captain and Vessel Owner/Lessee, for doing so would eliminate the premise for an award to that claimant on a Vessel Owner/Lessee claim. The Seafood Neutral has informed the Claims Administrator that he agrees with this policy.</p>	Exhibit 10	Seafood
Pol-343	2/8/2013	Business Economic Loss Claims: Partial Year Step 2 Compensation	<p>Exhibit 4C of the Settlement details the framework for the calculation of Step 1 and Step 2 Compensation for Business Economic Loss claims. The Settlement Agreement fails to provide specific direction on how to address BEL claims with a partial year start date that do not qualify as Start-Up or Failed Business claims. The Claims Administrator interprets the Settlement Agreement as a whole such that the framework is most reasonably applied in the following manner: For purposes of Step 2 Compensation, for those claimants who commenced operations during the optimal Benchmark Period, the claimant will be limited to a General Adjustment Factor of 2%. No additional Claimant-Specific Factor will be applied to such claims.</p>		BEL

Pol-344	2/8/2013	Economic Loss Claims: Appropriate Treatment of Revenues for Clean Up Activities	On Business Economic Loss claims, Section II of Ex. 4C to the Settlement Agreement provides that "[f]or Claimants that participated in the VoO program, Variable Profit in the Compensation Period will exclude revenue generated or costs incurred in connection with the VoO." Similarly, on Individual Economic Loss claims, Section A of Exhibit 8A defines a claimant's "Actual Earnings" as "income actually earned from the Claiming Job(s) during the Compensation Period excluding Spill-Related Payments and employment earnings from the VoO program." Given that the Settlement Agreement does not expressly exclude from Variable Profit or Actual Earnings revenues and costs or earnings for clean up activities other than the VoO Program, the Claims Administrator will not exclude such revenues and costs from Variable Profit in the Compensation Period on BEL claims or from Actual Earnings or Offsetting Earnings during the Compensation Period on IEL claims. Instead, the Claims Administrator will treat them in the same manner as any other revenues and costs or earnings during the Compensation Period. Accordingly, the Claims Administrator will not consider such revenues or earnings as Spill-Related Payments to be deducted from an award to the claimant in the Program.		IEL,BEL
Pol-345	4/21/2014	Business Economic Loss Claims: Application of the Customer Mix Test	See the attached Final Policy memo.	Exhibits 4B and 7	BEL
Pol-345	2/8/2013	Business Economic Loss Claims: Customer Mix Test	Exhibit 4B of the Settlement Agreement provides that one of the ways that BEL claimants can establish Causation is by satisfying what is referred to in Exhibits B and C as the Customer Mix Test, together with other requirements. The Settlement Agreement states that the claimant may submit the following types of documents to establish the required revenue decline as specified under the Customer Mix Test: (a) Customer credit card receipts or other contemporaneously maintained records of payment; (b) Customer registration logs (e.g., hotel registries); (c) Documentation maintained in the ordinary course of business that lists customers by location and monthly sales associated with those customers; or (d) Business documents reflecting contemporaneous recording of receipts or invoices listing customers by location. The Claims Administrator has observed that it is difficult or even impossible for some BEL claimants to satisfy this test because they do not have documentation to establish the addresses/locations of their customers. This is particularly problematic for businesses that deal primarily in cash, which businesses often do not maintain the type records specified in the above-referenced section of the Settlement Agreement. But the Claims Administrator interprets the Settlement Agreement's documentation requirements as		BEL
Pol-345	5/31/2012	Business Economic Loss Claims: Customer Mix Test	The customer mix test must be "reflected in" specified types of acceptable documentation, e.g. customer credit card receipts, business documents reflecting contemporaneous recording of receipts or invoices listing customers by location. If no cash sale information is available, cash sales would not be included in the analysis of either Benchmark or Compensation Period customer mix.	Exhibit 4B	BEL

Pol-346	2/8/2013	Economic Loss Claims: The Appropriate RTP for Primary Seafood Processors	Exhibit 15 to the Settlement Agreement states that an RTP of 3.00 applies to businesses satisfying the Primary Seafood Processor Definition in the Seafood Distribution Chain Definitions who process Shrimp/Crab/Oyster and are located in Zone A, Zone B, Zone C or Zone D. It then provides that an RTP of 2.25 applies to businesses satisfying the Primary Seafood Processor Definition in the Seafood Distribution Chain Definitions who process seafood other than Shrimp/Crab/Oyster and are located in Zone A, Zone B, Zone C or Zone D. For businesses in these Zones satisfying the Primary Seafood Processor Definition in the Seafood Distribution Chain Definition that process Shrimp/Crab/Oyster and also process seafood other than Shrimp/Crab/Oyster, the Claims Administrator has determined that it is not feasible to distinguish reliably or efficiently Shrimp/Crab/Oyster revenues from revenues from other seafood processing. The Claims Administrator will apply an RTP of 3.00 to such claimants, unless it is apparent from the claim materials that Shrimp/Crab/Oyster processing is a minor and insignificant portion of the claimant's operations during each year of the applicable Benchmark Period, in which case an RTP of 2.25 shall apply.		IEL,BEL
Pol-346	7/15/2012	Business Economic Loss Claims: Primary Seafood Definition RTP	The Settlement Agreement states that an RTP of 3.00 applies to businesses satisfying the Primary Seafood Definition in the Seafood Distribution Chain Definitions who process Shrimp/Crab/Oyster and are located in Zone A, Zone B, Zone C or Zone D, but that an RTP of 2.25 applies to businesses satisfying the Primary Seafood Definition in the Seafood Distribution Chain Definitions who process seafood other than Shrimp/Crab/Oyster and are located in Zone A, Zone B, Zone C or Zone D. We will apply the RTP of 3.00 to businesses that exclusively process Shrimp/Crab/Oyster. We will apply an RTP of 2.25 to businesses that process a combination of Shrimp/Crab/Oyster and other seafood.	Exhibit 15	BEL
Pol-347	2/8/2013	Economic Loss Zones for Business Economic Loss Claimants with Multiple Locations	If a BEL Claimant is physically located in one Zone, but the claimant's business activity, sales or service activity, or revenue source is located in a different Zone, the Claims Administrator will assign the claimant the Economic Loss Zone where the claimant is physically located.		BEL
Pol-348	2/8/2013	VoO Charter Payment Claims: Transitional MVCA's	Sections 38.170 and 38.96 define eligible VoO claimants as those who executed a VoO Master Vessel Charter Agreement. Section 38.165 defines a VoO Master Vessel Charter Agreement as the standard agreements utilized by BP and its agents or subcontractors to charter the vessels available for work or service in connection with the VoO program. Certain claimants have submitted Transitional Master Vessel Charter Agreements (TMVCA's) with BP in an effort to satisfy the eligibility requirement that the claimant have executed a VoO Master Vessel Charter Agreement (MVCA). The Claims Administrator concludes that a TMVCA is not the same as an MVCA as defined in the Settlement Agreement, because the documents contain these key differences: (a) The MVCA states that the vessel shall be employed for the Charterer's use as a vessel of opportunity, while the TMVCA does not; (b) The MVCA measures vessel length by Length Over All, while the TMVCA measures vessel length by that listed on the state or federal registration documents as of 3/30/10; (c) The contracts contain different daily rate payment amounts for work performed; (d) An MVCA contains a rate of \$200 per crew member per eight-hour day, which the TMVCA does not; (e) The TMVCA does not appear to contain the language	38.165	VoO Charter Payment

Pol-349	3/27/2013	Benchmark Period for Claimants Passing the Local and Non-Local Customer Mix Test.	Exhibit 4B to the Settlement Agreement prescribes the causation requirements for Business Economic Loss claims. Claimants in Zones B, C, and D that pass the Modified V-Shaped Revenue Pattern or Decline-Only Revenue Pattern, and who do not satisfy causation requirements through another method prescribed in Exhibit 4B, must also satisfy the requirements of the "Customer Mix Test." Exhibit 4B does not specify which Benchmark Period applies to a claimant that establishes causation by satisfying the Customer Mix Test, together with the other requirements of the Modified V-Shaped Revenue Pattern Test or the Decline-Only Revenue Pattern Test. The Claims Administrator will apply the policy that if a claimant passes the Customer Mix Test by the comparison of local and non-local customers for a three consecutive month period in 2009 as compared to the same period in 2010, the Claims Administrator will calculate the claimant's compensation using the most favorable Benchmark Period for which the claimant satisfies the applicable Revenue Pattern test. That Benchmark Period may, or may not, include 2009 only.	Exhibit 4B	BEL
Pol-350	3/27/2013	Lodging Tax Returns for Lodging Businesses	Section 5 of Exhibit 4A of the Settlement Agreement directs: If the claimant falls within any of the specific business types listed below, the following additional documents are required for the years included in the Benchmark Period, 2010, and, if applicable, 2011: (b) Lodging (including hotels, motels, and vacation rental properties): i. Lodging tax returns. The Claims Administrator interprets this requirement to allow an exception for Business Claimants not required to file lodging tax returns with its state or locality. Accordingly, if a Business Claimant submits documents establishing that it is exempt from filing lodging tax returns and therefore did not file the returns for some or all of the required periods, the claimant will not be required to submit such returns.	Exhibit 4A Section 5	BEL
Pol-351	3/27/2013	Lodging Tax Returns and Occupancy Reports for Managed Lodging Businesses	Section 5 of Exhibit 4A of the Settlement Agreement directs: If the claimant falls within any of the specific business types listed below, the following additional documents are required for the years included in the Benchmark Period, 2010, and, if applicable, 2011: (b) Lodging (including hotels, motels, and vacation rental properties): i. Lodging tax returns, ii. Occupancy reports or historical rental records, on a per unit basis if available; iii. Documentation to identify how the rental property is managed, such as (i) a management contract from a third-party management company or (ii) a Sworn Written Statement from an owner that manages its own property. The Claims Administrator revised this requirement after meeting with the Parties so that such documents will be required of all lodging business, except owners of vacation rental properties that are managed by a party other than the claimant. Claimants with such managed vacation rental properties may submit a Form 1099 and an annual or other report from the management company regarding the property, but need not submit lodging tax returns or occupancy reports. Claimants with self-managed vacation rental properties must submit lodging tax returns and occupancy reports. In certain situations, management companies are not required by law to report income on a Form 1099 to the vacation rental property owner. The Claims	Exhibit 4A Section 5	BEL

Pol-352	3/27/2013	The Appropriate Eligibility Zone for Charter Fishing Businesses	To determine the Eligibility Zone for a Business Entity, the Claims Administrator determines the location where that Entity owned, operated, or leased a facility. See Section 1.2.1 of the Settlement Agreement. The Claims Administrator locates an entity using the place where it performs or manages its operations. See Exhibit 5, Section I. Charter Fishing businesses, whether organized as a sole proprietorship or as a formal business entity, generally do not maintain any separate location to manage or operate the business, but instead use the owner's or captain's home address to receive mail, file tax returns, and register, organize, or incorporate the business entity. The owners perform all business operations aboard the vessel used to "carry Passenger(s) for Hire to engage in Recreational Fishing." See Section 38.18 of the Settlement Agreement. The location of the vessel, rather than the home address of the owner or captain, is the most accurate reflection of the entity's business operating location and of the claimant's loss. Accordingly, if a Business Claimant submits documents establishing to the satisfaction of the Claims Administrator showing where the Charter Fishing Vessel was docked, harbored, or Home Ported at any time during the Compensation Period applicable to the claimant and the claimant meets the definition of Charter Fishing	Exhibit 5, Section I	IEL,BEL,All Economic Loss Claims
Pol-353	3/27/2013	VoO MVCAs and Recognized Charterers	Section 38.165 of the Settlement Agreement defines a VoO Master Vessel Charter Agreement ("VoO MVCA") as "the standard agreements utilized by BP and its agents or subcontractors to charter the vessels available for work or service in connection with the VoO program." Section 38.17 of the SA defines "Charterer" as "BP, Lawson, USMS, USES, DRC, or any other subcontractor utilized by BP to implement the VoO Program." Before we began reviewing VoO Charter Payment claims, BP provided the Claims Administrator with VoO data including participant names and vessel information. The data includes information from the subcontractors listed in Section 38.17: Lawson, USMS, USES and DRC. When reviewing a VoO claim, we first look to the data to determine whether the claimant executed a VoO MVCA for the claimed vessel. If the data lists the claimed vessel and the claimant's name, we presume that the claimant executed a VoO MVCA for that vessel. If the data does not list the claimant or vessel, we review the submitted documents to determine if the claimant submitted a fully executed VoO MVCA listing the claimed vessel. On 2/6/13, Claims Administrator announced the policy that VoO MVCAs are specific contracts used in the VoO program that state that the vessel shall be employed for the Charterer's use as a "vessel of opportunity" and contain specific	Section 38.165 and Section 38.17	VoO Charter Payment
Pol-354	3/28/2013	Business Economic Loss Claims: Evaluation of Claimants with a Change in Taxpayer	See Final Policy Memo.		BEL
Pol-354	8/24/2012	Business Economic Loss Claims: Newly Acquired Businesses	We will treat an existing business that was acquired during the start-up period as a Start-Up Business. A newly-acquired business should be considered a standard business under the BEL rules if the claimant can document the claim with financials from prior ownership to establish operating history for a benchmark period, a 2010 compensation period, and 2011 (if needed for causation) as required by the framework. However, if the business undergoes a fundamental change in operating activities in the course of the change of ownership, we will use judgment to determine if the business fits the Start-Up or BEL framework.	Exhibit 7	BEL

Pol-354	8/2/2012	Newly Acquired Businesses as Start-Up Businesses	A newly-acquired business will be considered a standard business under the BEL rules if the claimant can document the claim with financials from prior ownership to establish operating history for a benchmark period, a 2010 compensation period, and 2011 (if needed for causation) as required by the framework. However, if the business undergoes a fundamental change in operating activities in the course of the change of ownership, the Claims Administrator will use judgment to determine if the business fits the Start-Up or BEL framework.	Exhibit 7	BEL
Pol-356	4/17/2013	All Claims: Assignment of Settlement Program Claims	Section 1.1.2.1 of Exhibit 21 to the Settlement Agreement provides: No Assignment of Economic Class TM , Plaintiff TM , or Economic Class Members TM Claims or Reassignment of Assigned Claims. Neither the Economic Class nor any Plaintiff or Economic Class Member shall assign or reassign, or shall attempt to assign or reassign, to any person or entity other than BP any rights or claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Deepwater Horizon Incident, including attempts to reassign the Assigned Claims. Any such assignment or reassignment, or attempt to assign or reassign, to any person or entity other than BP any rights or claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Deepwater Horizon Incident shall be void, invalid, and of no force and effect. The Claims Administrator has adopted these policies to implement this section: 1. The clear language of Section 1.1.2.1 prohibits a claimant from assigning to a third party the right to file and pursue a claim in the Settlement Program. The Claims Administrator will not recognize any such assignments as valid. 2. The clear language of Section 1.1.2.1 prohibits a claimant from assigning to a lender a security interest in the proceeds of a claim under the Settlement Agreement. The Claims Administrator will not recognize any such assignments or claims.	Section 1.1.2.1 of Exhibit 21	IEL,IPV/FV,Real Property Sales,Subsistence,BEL,VoO Charter Payment,Coastal,Wetlands,Vessel Physical Damage,Seafood,AllClaims,All Economic Loss Claims,Seafood Second Distribution
Pol-357	4/23/2013	Payment of 40% Balance to Transition Claimants Previously Paid 60% of a GCCF Award	Claimants who received a 60% payment from the GCCF will "receive the greater of (a) the remaining 40% of the GCCF offer, or (b) the Economic Class Settlement Payment minus any amount previously paid by the Transition Process," as provided in Section 4.2.3.1 of the Settlement Agreement. The Eligibility Notice will explain that the 40% amount will offset any future offers on subsequently filed claims, and that the claimant will receive an additional payment only if the amount of a future claim exceeds the 40% amount.		Prior Payments
Pol-357	7/18/2012	Payment: 40%	A claimant may file multiple claims and accept them at different times and will "receive the greater of (a) the remaining 40% of the GCCF offer, or (b) the Economic Class Settlement Payment minus any amount previously paid by the Transition Process," as provided in Section 4.2.3.1 of the Settlement Agreement with the first offer. The Eligibility Notice will explain that the 40% amount will offset any future offers on subsequently filed claims, and that the claimant will receive an additional payment only if the amount of a future claim exceeds the 40% amount.	Section 4.2.3.1	Payments
Pol-357	7/18/2012	Payment of 40% Balance to Transition Claimants Previously Paid 60% of a GCCF Award	A claimant shall receive the greater of (a) the remaining 40% of the GCCF offer, or (b) the Economic Class Settlement Payment minus any amount previously paid by the Transition Process, as provided in Section 4.2.3.1 of the Settlement Agreement, upon the first award issued to the claimant by the Program on any Claim Type.	Sections 4.2.3.1 & 4.2.3.2	Other: 40% Payments

Pol-358	7/18/2012	Claimant Accounting Support Services: Prior Payments	We will add the Accounting Fees award to the Compensation Amount and then deduct prior payments to determine the claimant's payment amount. If the amount of prior payments is a complete offset to the payment amount, no accounting fee reimbursement will be made. Accordingly, Accounting Fees will only be awarded if the claimant actually receives a settlement payment.	Section 4.4.13.1 and 4.4.13.11	Acct. Support
Pol-358	7/15/2012	Claimant Accounting Support Services: Out-of-Pocket Expenses	Any work or Accountants' out-of-pocket expenses is reimbursable if the work and billing follows the rules and rates of the framework.	Section 4.4.13.5	Acct. Support
Pol-358	7/13/2012	Claimant Accounting Support Services: Out-of-Pocket Expenses	Section 4.4.13.6 indicates that the "Reimbursement will be limited to the accounting services necessary to complete the claim form or prepare documentation." Accountants' out-of-pocket expenses are considered reimbursable.	Section 4.4.13.5	Acct. Support
Pol-358	7/13/2012	Claimant Accounting Support: Eligibility	Claimant Accounting Support is available to IEL, BEL, and Seafood Claimants.	Section 4.4.13.1	Acct. Support
Pol-358	5/26/2012	Claimant Accounting Support Services: Internal Accountants	We will allow claimants with sufficient documentation to receive reimbursement for internal accountants.	Section 4.4.13	Acct. Support
Pol-358	5/21/2012	Claimant Accounting Support Services: Time of Reimbursement	We will reimburse claimants with sufficient documentation at the same time they receive any settlement payments.	Section 4.4.13	Acct. Support
Pol-359	4/23/2013	Claimant Account Support: SWS-38	The Claims Administrator modified the SWS-38 to require the accountant to check whether he or she had a written contract or an oral contract. If the contract is written, the accountant must submit the contract with the submission of SWS-38. If the contact is oral, the Claims Administrator will require the accountant to describe the terms of the agreement in the SWS-38. If an accountant has a contractual relationship with a claimant where he or she receives a contingency or success fee and additionally receives compensation on an hourly basis from the settlement fund to prepare the claim, the Claims Administrator will not pay the fixed fees/lump sums because hourly rates and time for compensation are required. The Claims Administrator will allow claimants with sufficient documentation to receive reimbursement for internal accountants. Section 4.4.13.6 indicates that the "Reimbursement will be limited to the accounting services necessary to complete the claim form or prepare documentation." Any work or Accountants' out-of-pocket expenses is reimbursable if the work and billing follows the rules and rates of the framework.		Acct. Support
Pol-359	7/18/2012	Claimant Accounting Support: SWS-38	We modified the SWS-38 to require the accountant to check whether he or she had a written contract or an oral contract. If the contract is written, we will require its submission with SWS-38. If the contact is oral, we will require the accountant to describe the terms of the agreement in the SWS-38.	Section 4.4.13.4	Acct. Support
Pol-359	7/18/2012	Accounting Support Reimbursement	(a) Claimants are required to submit a copy of the contract or engagement letter between the claimant and the accounting firm that provided the services being reimbursed. (b) The Program will not reimburse fixed fees or lump sums. Claimants must submit documents showing hourly billing rates and time incurred. (c) The Claims Administrator will add an Accounting Fees award to the Compensation Amount and then deduct prior payments to determine the claimant's resulting award amount.		BEL
Pol-359	7/18/2012	Claimant Accounting Support: Fixed Fees	If an accountant has a contractual relationship with a claimant where he or she receives a contingency or success fee and additionally receives compensation on an hourly basis from the settlement fund to prepare the claim, we do not pay the fixed fees/lump sums. We will require hourly rates and time for compensation.	Section 4.4.13.6	Acct. Support

Pol-360	4/23/2013	Reimbursement of Claimant Accounting Support	Benefit Available. Section 4.4.13 of the Settlement Agreement authorizes the Claims Administrator to reimburse claimants for reasonable and necessary accounting fees relating to claim preparation. Rates and Limits for Claims by Individual Claimants. Under Sections 4.4.13.6 and 4.4.13.7 of the Settlement Agreement, Individual Claimants with claims over \$10,000 may receive up to 2% of their Economic Damage Compensation Amount (excluding the Risk Transfer Premium) as reimbursement for Claimant Accounting Support, up to a maximum of \$6,000. All other claims of Individual Claimants are limited to \$200 in reimbursement. The Claims Administrator will reimburse for Preparation hours at rates of up to \$85 and Supervision and Review hours at rates of up to \$130 for Individual Claimants. Rates and Limits for Claims by Business Claimants. Under Sections 4.4.13.6 and 4.4.13.8 of the Settlement Agreement, Business claimants with claims over \$50,000 may receive up to 2% of their Economic Damage Compensation Amount excluding the Risk Transfer Premium as reimbursement for Claimant Accounting Support, up to a maximum of \$50,000. All other claims of Business Claimants are limited to \$1,000 in reimbursement. The Claims Administrator will reimburse for Preparation hours at rates of up to \$110 and Supervision and Review hours at rates of		Acct. Support
Pol-360	10/10/2012	Reimbursement of Claimant Accounting Support	Benefit Available. Section 4.4.13 of the Settlement Agreement authorizes the Claims Administrator to reimburse claimants for reasonable and necessary accounting fees relating to claim preparation. Rates and Limits for Claims by Individual Claimants. Under Sections 4.4.13.6 and 4.4.13.7 of the Settlement Agreement, Individual Claimants with claims over \$10,000 may receive up to 2% of their Economic Damage Compensation Amount (excluding the Risk Transfer Premium) as reimbursement for Claimant Accounting Support, up to a maximum of \$6,000. All other claims of Individual Claimants are limited to \$200 in reimbursement. The Claims Administrator will reimburse for Preparation hours at rates of up to \$85 and Supervision and Review hours at rates of up to \$130 for Individual Claimants. Rates and Limits for Claims by Business Claimants. Under Sections 4.4.13.6 and 4.4.13.8 of the Settlement Agreement, Business claimants with claims over \$50,000 may receive up to 2% of their Economic Damage Compensation Amount excluding the Risk Transfer Premium as reimbursement for Claimant Accounting Support, up to a maximum of \$50,000. All other claims of Business Claimants are limited to \$1,000 in reimbursement. The Claims Administrator will reimburse for Preparation hours at rates of up to \$110 and Supervision and Review hours at rates of	Sections 4.4.13.6, 4.4.13.7, and 4.4.13.8	BEL
Pol-360	7/15/2012	Business Economic Loss Claims: Claimant Accounting Support	Section 4.4.13.1 states that all claimants who receive Settlement Payments for Economic Damage Compensation Amounts are eligible for reimbursement of accounting services. Accountants are only compensated for services if the claimant is determined to be compensable and payments are made from the settlement fund.		BEL
Pol-361	4/23/2013	Business Economic Loss Claims: Fixed and Variable Expenses	The Claims Administrator will treat expenses as Variable or Fixed if they fall within either of those categories pursuant to Exhibit 4A Attachment D. If an expense does not fit the description of the Variable or Fixed expense categories in Exhibit 4D Attachment A, the accountants will use discretion to apply the classification that best conforms to delineations made by the Parties, as reflected in Ex. 4D.		BEL
Pol-361	7/15/2012	Business Economic Loss Claims: Account Categorization	Accountants should have the ability to reclassify the categorization of an account (regardless of impact to type - fixed/variable) as seen on the claimant's P&L to ensure that the true nature of the account is reflected properly within the business economic loss calculation.	Exhibit 4D	BEL
Pol-361	7/15/2012	Business Economic Loss Claims: Expense Classification	Accountants should use their discretion when applicable in order to properly classify an account as Fixed or Variable based on its historical correlation with sales regardless of the title provided in the claimant's P&L's.	Exhibit 4D	BEL

Pol-361	6/26/2012	Business Economic Loss Claims: Fixed and Variable Expenses	To the extent expenses fall within a category defined as "Fixed" or "Variable" in Exhibit A, the definition applicable to that category should be applied	Exhibit 4D	BEL
Pol-361	5/22/2012	Business Economic Loss Claims: Expense Categorization	All expenses should match the negotiated categories of Fixed or Variable, but if necessary we will allocate partially Fixed/Variable or consider an alternate categories.	Exhibit 4C	BEL
Pol-362	7/2/2014	Business Economic Loss Claims: Operating History of and Definition of Start-Up Businesses	See the attached Final Policy Announcement memo.	Exhibit 7	BEL
Pol-362	4/23/2013	Operating History of and Definition of Start-Up Businesses	For purposes of inclusion in the Start-Up framework, the Claims Administrator will define operating history as the date that a Start-Up business begins incurring revenues or expenses, whichever is most beneficial for the claimant. If a business can establish that it incurred Start-Up expenses before April 20, 2010, it will be eligible for compensation, even if it did not generate revenue before April 20, 2010; however, only months in which the business was open for business will be considered compensable months.		BEL
Pol-363	4/23/2013	Economic Loss Claims: Preventing Double Payment for the Same Loss to an Entity and the Owner or Officer of that Entity	The accounting methodology used for calculation of Business Economic Loss claims, pursuant to Exhibit 4C of the Settlement Agreement, treats owner/officer payroll costs as a fixed cost. All fixed costs, including owner/officer compensation, are inherently included in the compensation amount calculated under the Business Economic Loss framework. If the business has filed a BEL claim and any Owner or Officer of the business has filed any IEL claims, and the Claims Administrator has identified the connection among the claims before any claimant is awarded a payment, the Claims Administrator will compensate the business entity for the loss and will deny the claims of the Owners and Officers. If, however, an Owner or Officer of a business is paid on an IEL claim for lost income or was paid by the Gulf Coast Claims Facility on a Lost Earnings or Profits claim before the Claims Administrator assesses the BEL claim of the business of that Owner or Officer, to avoid double recovery for the same loss, the amount paid to the Owner or Officer on the IEL claim or by the GCCF shall be offset from the award amount, if any, of the entity's BEL claim.		All Economic Loss Claims
Pol-363	2/8/2013	Economic Loss Claims: Application of the Policy Preventing Double Payment for the Same Loss to an Entity and the Owner or Officer of that Entity	The Claims Administrator previously adopted and announced to the Parties a Double Payment policy that prohibits payment of Economic Losses to both the business entity and the individual Owners and Officers of that entity for the same loss. Normally, if the business has filed a BEL claim and any Owner or Officer of the business has filed any IEL claims, and the Claims Administrator has identified the connection among the claims before any claimant is awarded a payment, the Claims Administrator will compensate the business entity for the loss and will deny the claims of the Owners and Officers pursuant to the Double Payment Policy. If, however, an Owner or Officer of a business is paid on an IEL claim for lost income or was paid by the Gulf Coast Claims Facility on a Lost Earnings or Profits claim before the Claims Administrator assesses the BEL claim of the business of that Owner or Officer, to avoid double recovery for the same loss, the amount paid to the Owner or Officer on the IEL claim or by the GCCF shall be offset from the award amount, if any, of the entity's BEL claim.		IEL,BEL

Pol-363	10/10/2012	No "Double Recovery" for Compensation of Owners or Officers of Business Entities	It is the view of the Claims Administrator that the Settlement Agreement does not contemplate that a claimant may recover for the same damages twice. The accounting methodology being used for calculation of Business Economic Loss claims, pursuant to Exhibit 4C of the Settlement Agreement, treats owner/officer payroll costs as a fixed cost. All fixed costs, including owner/officer compensation, are inherently included in the compensation amount calculated under the Business Economic Loss framework. As a result, a claim made for the same owner/officer compensation amount under the Individual Economic Loss ("IEL") framework would constitute duplicate recovery. Such a duplicate claim/duplicate recovery will not be allowed.		BEL
Pol-363	6/15/2012	Business Economic Loss Claims: Double Payment	An Entity or Natural Person can only recover once as part of the same claim by the same Person or Entity. We should deny a different claim from a different person or entity when the losses pertain to a business that has already received a payment.		BEL
Pol-364	11/25/2013	VoO Charter Payment Claims: Evaluating Multiple Claims for the Same Vessel	See the attached Final Policy memo.		VoO Charter Payment
Pol-364	4/23/2013	Evaluating Multiple Claims for the Same Vessel	Only the person who signed the MVCA agreement may file a VoO Charter Payment claim on behalf of a vessel. This means that only one person may submit a claim and be paid on it for each vessel, as opposed to multiple parties being able to submit payable claims on behalf of one vessel. The Claims Administrator will compensate each vessel only once, regardless of the number of signatories or different contracts signed by the signatory. In the case of an inconsistency between the VoO data and the hard copy MVCA, the Claims Administrator will use the hard copy MVCA to determine the appropriate signatory.		VoO Charter Payment
Pol-364	8/2/2012	Evaluating Multiple Claims for the Same Vessel	Only the person who signed the MVCA agreement may file a VoO Charter Payment claim on behalf of a vessel. The Claims Administrator will compensate each vessel only once, regardless of the number of contracts or signatories. In the case of an inconsistency between the VoO data and the hard copy MVCA, the Claims Administrator will use the hard copy MVCA to determine the appropriate signatory.	5.5.2.5.5.3	VoO Charter Payment
Pol-364	7/21/2012	VoO Charter Payment Claims: MVCA	Only the person who signed the MVCA may submit a claim and be paid on it for each vessel. This means that only one person may submit a claim and be paid on it for each vessel, as opposed to multiple parties being able to submit payable claims on behalf of one vessel.	Sections 38.98 and 38.173	BEL
Pol-365	4/23/2013	Exclusions: Moratoria	The Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses (Exhibit 19) contains two sections that list NAICS codes and business descriptions, and many of the business descriptions are marked with an "x" in some cases, business descriptions marked with an "x" are very similar to one or more unmarked business descriptions. The Claims Administrator will make a determination or request information where necessary.		IEL,BEL,Exclusions

Pol-365	5/22/2012	Exclusions: Moratoria	The Industry Types Subject to Review by Claims Administrator for Potential Moratoria Losses (Exhibit 19) contains two sections that list NAICS codes and business descriptions, and many of the business descriptions are marked with an "X". In some cases, business descriptions marked with an "X" are very similar to one or more unmarked business descriptions. We will make a subjective determination or request information where necessary.	Exhibit 19	IEL,BEL,Exclusions
Pol-367	4/23/2013	Business Economic Loss Claims: Document Requirements	If Owner/Officer compensation and Non-Owner/Officer compensation is not separated out on the claimant P&L, we will request sufficient information and documentation from claimant to properly delineate.		BEL
Pol-367	5/24/2012	Business Economic Loss Claims: Document Requirements	If Owner/Officer compensation and Non-Owner/Officer compensation is not separated out on the claimant P&L, we will obtain sufficient information and documentation from claimant to properly allocate.	Exhibit 4A	BEL
Pol-368	4/23/2013	Business Economic Loss Claims: Multi-Facility Businesses	For Multi-Facility Businesses filing separate claims, we will apply causation presumption, standards and RTP to the various portions of the claim depending on the nature and location of each Facility in the Multi-Facility Business.		BEL
Pol-368	5/26/2012	Business Economic Loss Claims: Multi-Facility Businesses	We will apply causation presumption, standards and RTP to the various portions of the claim depending on the nature and location of each Facility in the Multi-Facility Business.	Exhibit 5	BEL
Pol-369	4/23/2013	Business Economic Loss Claims: Document Requirements	Pursuant to agreement by the Parties, if a claimant has 11 out of 12 months worth of P&L data and the annual totals, we will calculate the missing 12th month by comparing to the annual financial totals.		BEL
Pol-369	5/26/2012	Business Economic Loss Claims: Document Requirements	Under the GCCF, if ten months worth of P&L data and the annual totals were provided, analysts estimated the amount for the remaining months by spreading the remainder over those months. We will require the claimant to provide the missing two months of P&L statements. If the claimant only has quarterly P&L statements, the claimant must provide all quarterly P&L statements for the relevant time periods. As of October 2012, pursuant to agreement by the Parties, if a claimant has 11 out of 12 months worth of P&L data and the annual totals, we will estimate the P&Ls for the missing month.	Exhibit 4A	BEL
Pol-370	11/18/2013	VoO Charter Payment Claims: Previous VoO Settlement Denials	See the attached Final Policy memo.		VoO Charter Payment
Pol-370	4/23/2013	VoO Charter Payment Claims: Eligibility	If a claimant is listed on the list of people who previously settled VoO Charter Payment claims with BP, the Claims Administrator will deny any VoO Charter Payment Claims submitted by the claimant without review. The Claims Administrator makes any such determination based on a list provided by a BP and does not have copies of the Releases themselves. As such, if a claimant appeals a determination on this basis, BP may need to present a copy of the Release from the previous settlement in its Appeal Proposal to verify this determination.		VoO Charter Payment
Pol-370	6/25/2012	VoO Charter Payment Claims: Eligibility	If a claimant is listed on the list of people who previously settled VoO Charter Payment claims with BP, we will deny any VoO Charter Payment Claims submitted by the claimant without review.		BEL
Pol-371	4/23/2013	Business Economic Loss Claims: Management Salary/Key Employee Compensation	We will treat Management Salary/Key Employee compensation as Fixed expense only if the employee is an Owner and/or Officer.		BEL

Pol-371	6/15/2012	Business Economic Loss Claims: Management Salary/Key Employee Compensation	We will treat Management Salary/Key Employee compensation as Fixed expense only if the employee is an Owner and/or Officer. We will identify Owners/Officers based on the financial statements.		BEL
Pol-372	4/23/2013	Business Economic Loss Claims: Losses Calculation	The results of Step 1, whether positive or negative, should be added to results of Step 2. Substituting a negative result for Step 1 with zero may overstate the claimant's lost variable profit during the compensation period as there is an inherent relationship between the Step 1 and Step 2 calculations.		BEL
Pol-372	6/15/2012	Business Economic Loss Claims: Losses Calculation	The results of Step 1, whether positive or negative, should be added to results of Step 2. Substituting a negative result for Step 1 with zero may overstate the claimant's lost variable profit during the compensation period as there is an inherent relationship between the Step 1 and Step 2 calculations. The Step 1 calculation considers projected and actual variable profit, before consideration of growth, if any. The Step 2 calculation does not consider any actual results, it simply calculates growth, if any. Hence the results of both calculations need to be added together to calculate the total compensation amount. To substitute a negative result in Step 1 with "0" does not consider the actual results of the business during the compensation period. To calculate a loss based only on Step 2 results does not take into consideration the actual results achieved during the compensation period.	Exhibit 4C	BEL
Pol-373	4/23/2013	Business Economic Loss Claims: Recurring Revenue Streams	All recurring revenue streams that are deemed to be within the businesses' normal course of operations should be included in the analysis. For example, a restaurant that generates income from food service and also generates rental income by renting an apartment attached to the building.		BEL
Pol-373	7/15/2012	Business Economic Loss Claims: Recurring Revenue Streams	All recurring revenue streams be included in the analysis. For example, a restaurant that generates income from food service and also generates rental income by renting an apartment attached to the building.		BEL
Pol-376	3/28/2013	All Claims: Sixth-Month Period to Make Additional Claims	If a Business Entity (C-Corporation, S-Corporation, LLC, LLP or other business entity) submits a Business Economic Loss (BEL) claim, the Claims Administrator will interpret Section 4.4.8 of the Settlement Agreement as follows with respect to that Business Entity's owners, members, limited partners or shareholders: 1. Where one or more of the Business Entity's owners, members, limited partners or shareholders submitted and received payment on a claim that is not related in any way to their ownership interest in or employment by the Business Entity (an "Unrelated Claim"), the Business Entity's BEL claim is not required to be submitted within six months of the date of initial payment of that Unrelated Claim (i.e., a shareholder's receipt of payment for a personal Coastal claim does not start the six month deadline to submit a BEL claim for the Business Entity); and 2. Where the Business Entity has submitted and received payment on the BEL claim, none of its owners, members, limited partners or shareholders are required to submit an Unrelated Claim within six months of initial payment of the Business Entity's claim.	Section 4.4.8	All Claims, Deadlines

Pol-377	4/17/2013	Exclusions: Real Estate Development Activities on Non-Profit Entities	The Settlement Agreement excludes: Real Estate Developers, including any Natural Person or Entity that develops commercial, residential or industrial properties. This includes, but is not limited to, any Entity developing an entire subdivision (as defined by the law of the state in which the parcel is located) of Real Property, including condominiums with multiple residential units and/or a residential subdivision with contiguous home sites and homes. (Section 2.2.4.7). Exhibit 18 of the Settlement Agreement requires the Claims Administrator to assess this exclusion based upon a review of (a) the claimant's 2010 tax return, (b) 2010 business permits or license(s), and/or other evidence of the relevant business or individual activities necessary for the Claims Administrator to determine whether the exclusion applies. Under CA Policy 299 (announced on 11/28/12, approved by the Parties as of 12/3/12) the Claims Administrator examines an entity's 2010 attributes and activities to determine whether it was more likely than not that the entity was sufficiently engaged in Real Estate Development Activity during 2010 such that it may reasonably be characterized as a Real Estate Developer. Real Estate Development Activity includes any activities involved in the making of any material change in the use of buildings or land, including the renovation and re-	2.2.4.7	Exclusions
Proc-378	4/24/2013	Access to Claims Information and Data	See attached memo.		IEL,IPV/FV,Real Property Sales,Subsistence,BEL,VoO Charter Payment,Coastal,Wetlands,Vessel Physical Damage,Seafood,AllClaims,All Economic Loss Claims,All Non-Economic Loss Claims,Seafood Second Distribution,Other: Access
Proc-379	5/22/2013	Procedure Regarding Handling Untimely Seafood Claims	See Final Procedure Announcement Memo.		Seafood,Seafood Second Distribution,Deadlines
Pol-380	5/8/2013	Wetlands Real Property Claims: Payment to a Usufructuary	The Claims Administrator will process Wetlands Claims in accordance with state law and the Wetlands Framework in Exhibit 12A to the Settlement Agreement. As a matter of Louisiana law, when property is subject to a usufruct, the usufructuary has the right to claim and receive damages during the term of the usufruct. Immediately on termination of the usufruct, the naked owner succeeds to full ownership rights, including the right to claim and receive damages. The Louisiana Civil Code imposes certain rights and obligations on the two parties which regulate the ownership relationship between them. Applying the principles of the Wetlands Framework and state law, the Claims Administrator has designated the usufructuary as the Eligible Claimant entitled to the Wetlands Real Property Compensation Amount during the term of the usufruct and the naked owner as the Eligible Claimant entitled to the Wetlands Real Property Compensation Amount upon termination of the usufruct. Accordingly, if the Eligible Parcel is subject to a usufruct for the entirety of the period from April 20, 2010, to April 18, 2012 (the "Claim Period") the usufructuary is the Eligible Claimant entitled to the Wetlands Real Property Compensation Amount and the Claims Administrator will pay the Compensation Amount in its entirety to the usufructuary. If the usufruct	Exhibit 12A, Section 2.E	Wetlands

Pol-381	5/2/2013	Business Economic Loss Claims: The Commencement Date for a Start-Up Business	The first paragraph of Exhibit 7 to the Settlement Agreement defines a Start-Up Business as "a claimant with less than eighteen months of operating history at the time of the DWH Spill." This differs from Section I of Exhibit 6, which defines a Failed Business as "an entity that commenced operations prior to November 1, 2008, and that, subsequent to May 1, 2010 but prior to December 31, 2011, either (i) ceased operations and wound down, or (ii) entered bankruptcy (through the filing of a petition for bankruptcy protection in a court of competent jurisdiction), or (iii) otherwise initiated or completed a liquidation of substantially all of its assets." Eighteen months before the Spill was 10/20/08. The Registration Form, Start-Up Business Economic Loss Claim Form and the Instruction Booklets for the certain forms, prepared with the involvement and approval of the Parties, refer to 11/1/08 as the earliest Commencement Date for Start-Up BEL Claims, rather than 10/20/08. The Claims Administrator has determined that the correct application of Exhibit 7 is to classify as a Start-Up Business one that commenced operations after 10/20/08 and classify as a general BEL business one that commenced operations on or before 10/20/08. The Claims Administrator will evaluate such claims accordingly and will update the online versions and any future printings of the Registration Form, the	Exhibit 7	BEL
Pol-382	4/24/2013	Interpretation of "Fleet of Vessels"	The Claims Administrator has decided to interpret "fleet of vessels" in Policy 294 to mean "one or more vessels."		Seafood
Pol-401	5/7/2013	Existing Entities Form a New Entity and Purchase a Vessel	See attached memo.		Seafood
Pol-402	5/7/2013	Interpretation of "the same (or nearly the same) ownership" in Policy ID 401	This policy addresses a common circumstance in the fishing industry related to the practice of forming an individual Limited Liability Company (LLC) for a single vessel, as identified in Policy ID 401. Where an LLC owner purchases a new vessel for the 2010 fishing season and forms a new LLC for it, the policy offers a method of compensating the new vessel based on the Benchmark Period Revenue of the older vessel, provided that the LLCs have "the same (or nearly the same) ownership." The Claims Administrator has determined that the phrase "same (or nearly the same) ownership" requires that there be at least one common owner among the claiming LLCs or vessels. Therefore, vessels and/or LLCs with entirely separate owners cannot benefit from the policy outlined in Policy ID 401, despite some other existing business or family relationship.		Seafood
Pol-403	5/7/2013	Interpretation of "for the 2010 fishing season" in Policy ID 294 and Policy ID 401.	Policies 294 and 401 provide compensation for vessels purchased "for the 2010 fishing season" in addition to other vessels owned by the claimant in the Benchmark Period. However, neither provides guidance on when a vessel was purchased "for the 2010 fishing season," such as a date range for the vessel's purchase. The Claims Administrator has determined that vessels bought between January 1, 2009, and April 20, 2010, were purchased "for the 2010 fishing season."		Seafood
Pol-404	4/1/2014	Seafood Program: Handling Errors in Vessel Registration Information Reported in the LDWF Trip Ticket Database	See the attached Final Policy memo.		Seafood

Pol-404	8/28/2013	Seafood Program: Handling Errors in Vessel Registration Information Reported in the LDWF Trip Ticket Database	The Claims Administrator prepared and sent a memorandum to the Seafood Neutral explaining the substance and procedural history of the announced policy and requesting his opinion on how to resolve the issue. At the Seafood Neutral's request, the Claims Administrator then provided the Seafood Neutral with a copy to the Parties certain claims information germane to the issue. After considering that information alongside the announced policy, the Seafood Neutral advised the Claims Administrator that he agreed with the proposed approach. Accordingly, after thorough consideration of the Parties' responses and the Seafood Neutral's opinion, the Claims Administrator announces the final policy as originally announced, repeated verbatim below: In Louisiana, seafood dealers are required to report the seafood they purchase from commercial fishermen to the Louisiana Department of Wildlife and Fisheries (LDWF). In reporting this sales information, the dealer must identify by registration number the vessel that landed the catch. A number of claimants have indicated that the seafood dealers to whom they sold their catch entered the wrong registration number, and, therefore, reported the sale to the LDWF under the wrong vessel. This erroneous reporting creates a discrepancy in the Claims Administrator's reviews of the affected		Seafood
Pol-405	7/11/2013	Posting the Parties FAQ Notes to the Settlement Program	Please see attached memo.		Seafood
Pol-406	5/29/2013	Individual Economic Loss Claims: GCCF Business Claimants as Eligible Employers	The Parties agreed that certain Business Claimants that did not receive a Final Payment Offer, specifically those where claimants received a Quick Payment or Emergency Advance Payment only, should not be considered Eligible Employers. The PCC responded that the other four situations involving Business Claimants that did not receive a Final Payment Offer should be considered Eligible Employers. These four situations are claimants that received from the GCCF a Determination Letter with no Interim or Final Payment Offer, claimants that received payment from BP prior to the start of the GCCF, claimants that received payment from the Real Estate Funds, and claimants that received an Interim Payment during the Transition that did not include a Final Payment Offer because of the rules of the Transition Program. Claimants that received a Determination Letter from the GCCF with no Interim or Final Payment Offer proved eligibility, but no losses from the Spill. Because the GCCF did not extend a compensation offer, we should not treat these Business Claimants as Eligible Employers. The GCCF was not responsible for BP payments or Real Estate Fund payments. Therefore, this does not qualify as a "compensation offer from the GCCF", and we should not treat these Business Claimants as Eligible Employers. During the Transition Program, claimants did not receive both an Interim Payment	Exhibit 8A	IEL
Pol-439	7/17/2013	Failed Start-Up Businesses EBITDA Calculation Methodology	The Failed Business Framework in Exhibit 6 of the Settlement Agreement defines a Failed Start-Up Business as follows: A Failed Start-Up Business shall be an entity that commenced operations on or after November 1, 2008, and, subsequent to May 1, 2010 but prior to December 31, 2011, either (i) ceased operations and wound down, or (ii) entered bankruptcy (through the filing of a petition for bankruptcy protection in a court of competent jurisdiction), or (iii) otherwise initiated or completed a liquidation of substantially all of its assets. Generally, we consider a business to have commenced operations on the date of the first accounting entry for any expense or revenue relating to the business. The Claims Administrator, however, retains the discretion to determine on a case-by-case basis whether particular expenses and/or revenues were of a de minimis nature that did not constitute the commencement of operations under the applicable circumstances. Section III.a of Exhibit 6 denies compensation as a Failed Start-Up Business to any claimant that reported a negative EBITDA (Earnings Before Interest, Taxes, Depreciation, Amortization and Owner's Compensation) before May 1 2010: Any Failed Business satisfying subparts (a), (b), or (c), below shall not be entitled to compensation pursuant to section IV. a. The Failed Business or Failed Start-Up Business reported	Exhibit 6	BEL

Pol-440	6/5/2013	IFQ "Set-Aside" Shares	The Individual Fishing Quota (IFQ) program began in 2010 and initially distributed 97% of all possible shares to shareholders prior to the Spill, holding back 3% as a reserve to accommodate the resolution of appeals after the initial distribution. These "set-aside" shares vested later in 2010 and were distributed to shareholders in proportion to the initial allocation of shares. Certain claimants have asked to receive compensation on shares that were "set-aside" for them as of April 20, 2010 but that ultimately vested in August of 2010. Section II.A of the Finfish Compensation Plan, which sets forth the eligibility and documentation requirements for IFQ compensation, requires "proof of ownership" of the IFQ shares as of April 20, 2010. (Ex. 10 at 49.) Section II.B states that IFQ shareholders will be compensated "based on the value of Individual Fishing Quota shares held." (Id.) The Claims Administrator has determined that a claimant may receive compensation for all of the IFQ shares that were allocated to that claimant as of April 20, 2010, even if the shares technically vested after that date in 2010, so long as the claimant provides proof that the "set-aside" shares the claimant held as of April 20, 2010 actually did vest in that claimant's name in 2010.		Seafood
Pol-441	7/25/2013	Appeals Process Rule 17(d)(5)	After considering this matter and reviewing the rate of appeal filings and remands, the Claims Administrator has decided to leave in place Rule 17(d)(5) of the Rules Governing the Appeals Process.		Appeal
Pol-442	9/18/2013	Competing Chains of Title	Please see the attached Final Policy Memo.	Exhibit 12A	Wetlands
Pol-443	9/18/2013	Compensating Individual Parcels Aggregated Under a Single Tax Assessment ID	Please see attached Final Policy Memo.	Exhibit 12A	Wetlands
Pol-444	6/19/2013	Deeded Timeshares	Please see attached memo.	Section 2 of Exhibit 11A	Coastal
Proc-445	5/7/2014	Procedure for Disposition of Claims by Claimants in Bankruptcy	See the attached Final Procedure memo.	Section 30.1	Other: Bankruptcy
Proc-445	7/15/2013	Procedure for Disposition of Claims by Claimants in Bankruptcy	Please see the Final Procedure Memo.	Section 30.1	Other: Bankruptcy
Pol-457	7/22/2013	MasterCard Parcels	Please see the attached Final Policy Memo.	Exhibit 11A	Coastal
Pol-458	4/14/2014	Business Economic Loss Claims: Documents Required of Retail and Lodging Businesses	See the attached Final Policy memo.	Exhibit 4A, Section 5	BEL
Pol-458	7/19/2013	Documents Required of Retail and Lodging Businesses	Please see the attached Final Policy Memo.	Exhibit 4A Section 5	BEL
Pol-459	9/18/2013	External Profit and Loss Template	The Claims Administrator created an External Profit and Loss Template to be posted on the DWH Settlement website. Business Economic Loss claimants may use this template to supplement their contemporaneous P&Ls. See attached for instructions and the P&L template.	Exhibit 4A	BEL
Pol-464	9/4/2013	Requirement of Monthly and Annual Profit and Loss Statements	Please see the attached Final Policy memo.	Section 4 of Exhibit 4A	BEL
Pol-465	9/3/2013	Defense Contractors and Subcontractors	See the attached Final Policy memo.	Section 2.2.4.6 and Exhibit 18	Exclusions
Pol-466	8/14/2013	Assignment of Expenses for Low Dollar Claims	Please see the attached Final Policy memo.	Exhibit 4A, Section 4	BEL
Pol-467	1/22/2014	Economic Loss Claims: The Definition of "Facility"	See the attached Final Policy memo.	Exhibit 5	IEL,BEL,All Economic Loss Claims
Pol-468	4/21/2014	Exclusions: Real Estate Developers	See the attached Final Policy memo.	Sections 2.2.4.7 and 5.9.3	Exclusions
Proc-469	3/26/2013	All Claims: Processing Incomplete Claims	Please see the attached Procedure Announcement memo.	Section 4.3.7	IEL,IPV/FV,Real Property Sales,Subsistence,BEL,VoO Charter Payment,Coastal,Wetlands,Vessel Physical Damage,Seafood,AllClaims,All Economic Loss Claims,All Non-Economic Loss Claims,Seafood Second Distribution
Pol-470	8/28/2013	Individual Economic Loss Claims: Comprehensive New Entrant Policy	See the attached Final Policy Announcement memo.	Exhibit 8A, Section III	IEL
Pol-471	8/28/2013	IEL Reimbursable Job Search Cost Claims: Treatment of Gasoline Expenses Used During Job Search Efforts	See the attached Final Policy Announcement memo.	Exhibit 8A	IEL
Pol-472	5/9/2014	Subsistence Claims: Overlapping Family Members	See the attached Final Policy memo.	Exhibit 9, Section B.2	Subsistence
Pol-473	8/21/2013	Altered Profit and Loss Statements and/or Amended Tax Returns	The Claims Administrator will not generally accept amended tax returns and/or profit and loss statements after a Denial Notice or Eligibility Notice is issued.		BEL
Pol-474	9/18/2013	Business Economic Loss: Decline-Only Causation Test	See the attached Final Policy memo.	Exhibit 4B	BEL
Pol-475	12/11/2013	VoO Charter Payment Claims: VoO Offsets	See the attached Final Policy memo.	Sections 38.164 and 38.166	VoO Charter Payment

Pol-476	9/25/2013	VoO Charter Payment Claims: MVCA Requirements	See the attached Final Policy memo.	Sections 38.170 and 38.96	VoO Charter Payment
Pol-477	8/22/2013	VoO Charter Payment Claims: Determining a Vessel's Working Status	See the attached Final Policy Announcement memo.	Section 38.173	VoO Charter Payment
Pol-478	9/4/2013	Individual Economic Loss: Required Proof of Termination for Claimants with a Causation Presumption or Eligible Employer	See the attached Final Policy memo.	Exhibit 8A	IEL
Pol-479	9/5/2013	Eligibility Notice: Update of Eligibility Notices because of Intervening Payments	See the attached Final Policy memo.	Exhibit 10	Other: Notices
Pol-480	5/12/2014	Determination of NAICS Code of an Entity	See the attached Final Policy memo.		Other: NAICS Code
Pol-480	9/18/2013	Determination of NAICS Code of an Entity	See the attached Final Policy memo.	Section 4.4.7.1	Other: NAICS Code
Pol-481	12/11/2013	Business Economic Loss: Failed Start-Up Businesses Without Financial Projections	See the attached Final Policy memo.	Exhibit 6	BEL
Pol-482	9/18/2013	Business Economic Loss: Evaluating Businesses Located Outside the Gulf Coast Areas	See the attached Final Policy memo.	Section 1.2	BEL
Pol-484	6/25/2014	Subsistence Claims: Claims Based on Bartering Seafood or Game	See the attached Final Policy Announcement memo.	Exhibit 9	Subsistence
Pol-485	11/1/2013	Contact with Third Parties for the Verification of Claims Information	See the attached Final Policy memo.	Exhibits 4A and 8A	IEL,IPV/FV,Real Property Sales,Subsistence,BEL,VoO Charter Payment,Coastal,Wetlands,Vessel Physical Damage,Seafood,AllClaims,All Economic Loss Claims,All Non-Economic Loss Claims,Seafood Second Distribution
Pol-487	5/28/2014	Business Economic Loss Claims: Requirements for Entities in the Seafood Distribution Chain	See the attached Final Policy memo.		BEL
Pol-487	12/11/2013	Business Economic Loss: Requirements for Entities in the Seafood Distribution Chain	See the attached Final Policy memo.	Exhibit 3	BEL
Pol-491	1/29/2014	Vessel Physical Damage Claims: Eligible Claimant Requirements: Bareboat Charters	See the attached Final Policy memo.	Exhibit 14	Vessel Physical Damage
Pol-492	6/25/2014	Subsistence Claims: Fishing and Hunting Licenses and License Exemptions	See the attached Final Policy Announcement memo.	Exhibit 9	Subsistence
Pol-493	3/4/2014	Oyster Harvesting Contract Requirements for Contracts with Seafood Processors or Sublessees	See the attached Final Policy Announcement memo.	Exhibit 10	Seafood
Pol-494	3/12/2014	Individual Economic Loss Claims: Application of the Industry Growth Factor	See the attached Final Policy Announcement memo.	Exhibit 8A	IEL
Pol-495	5/5/2014	Business Economic Loss Claims: Matching of Revenue and Expenses	See the attached Final Policy Announcement memo.	Exhibit 4	BEL
Pol-496	4/18/2014	Seafood Compensation Program: Oyster Relay and Oyster Rehabilitation Payments as Oyster Harvesting Revenue	Please see the attached Final Policy memo.	Exhibit 10	Seafood
Pol-500	6/9/2014	Wetlands Real Property Claims: Proof of Title to Inherited Property Located in the State of Louisiana When No Succession Has Been Judicially Opened for the Decedent	Please see the attached Final Policy memo.		Wetlands
Pol-501	5/28/2014	Individual Economic Loss Claims: Use of Like Earnings Data to Calculate Earnings Loss	See the attached Final Policy memo.		IEL
Pol-502	4/29/2014	Wetlands Real Property Claims: Requirement of Submitting Separate Claim Forms for Each Eligible Parcel Included in a Tax Assessment ID	See the attached Final Policy memo.		Wetlands