

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

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

**This Document Relates to: *All Cases*  
(Including Civil Action No. 12-970)**

**MDL No. 2179**

**SECTION: J**

**JUDGE BARBIER**

**MAGISTRATE SHUSHAN**

**ORDER PROVIDING FOR AMENDMENT TO STRUCTURED SETTLEMENT  
OPTION AND RELEASE**

CONSIDERING the unopposed motion of Class Counsel that the Court amend its January 30, 2013 Order (Rec. Doc. 8425) (the “Structured Settlement Order”), pursuant to which each Claimant in the Economic Class was offered the option to elect to receive all or a portion of such Claimant’s allowed claim under the Economic and Property Damages Settlement Agreement (the “Settlement Agreement”) in the form of a structured settlement, and the Individual Release was amended for all Claimants, including a further amendment in the form of Attachment C to the Individual Release for each Claimant who elects to receive all or a portion of such Claimant’s allowed claim in the form of a structured settlement. The Structured Settlement Order is hereby amended as follows:

1. That all undefined terms used in this Order shall have the same meaning and definitions as those same terms contained in the Settlement Agreement.
2. That, in accordance with Section 4 of the Settlement Agreement, which sets forth procedures delineating the manner according to which Claimants shall receive a Eligibility

Notice, there shall be included with such Eligibility Notice a provision notifying the Claimant of the opportunity to elect to receive all or a portion of his or her award amount in the form of periodic payments (“Periodic Payments”), rather than in a lump sum (referred to in this Order as the “Structured Settlement Option”), subject to the terms of conditions set forth in this Order. If a Claimant wishes to elect the Structured Settlement Option, a Court-approved structured settlement broker will, on behalf of the Claimant, provide the Trustee with the necessary documents to effectuate that election, pursuant to which: the Trustee, on behalf of the Settlement Trust, will agree to make Periodic Payments to the Claimant, conditional on the Trustee’s assignment of these Periodic Payments to an assignment company (the “Assignee”); subject to the provisions governing payment of claims under the Settlement Agreement and applicable Orders, the Trustee will pay an allocated portion of the total settlement amount (the “Structured Settlement Amount”) to the Assignee, which will assume all liability for the Periodic Payments, and the Trustee, the Directed Trustee, the Settlement Trust and the other Released Parties shall thereupon be released from any liability of any kind for the Periodic Payments or relating to the Structured Settlement Option; the Assignee will then provide for payment of such Periodic Payments through purchase of a funding asset (the “Funding Asset”) in the form of an annuity, funding agreement or United States government securities from the company issuing or serving as custodian of such Funding Asset (the “Issuer”). If a Claimant does not elect a Structured Settlement Option, or for any portion of the total settlement amount for which a Claimant does not elect or satisfy the requirements for a Structured Settlement Option, the Claimant will receive payment directly from the Settlement Trust through the Court-appointed Claims Administrator and the Deepwater Horizon Claims Center in the normal manner in which such payments are made.

3. That the Individual Release attached to the Settlement Agreement as Exhibit 26 was amended pursuant to the Structured Settlement Order, but that only Attachment C to the Individual Release, for use by Claimants electing the Structured Settlement Option, is hereby further amended, in the form attached hereto as Exhibit A, to incorporate the structured settlement terms, including the following:

a. For purposes of this Attachment C to the Individual Release, the following additional definitions shall apply, and in the case of defined nouns, the singular shall include the plural and vice versa:

- i. “Assignee” means, in the context of the Structured Settlement Option, the party assigned the obligation of making Periodic Payments to the Claimant by the Settlement Trustee. The Assignee funds this obligation through purchase of a Funding Asset from an Issuer, which may be related to the Assignee.
- ii. “Award Amount” means the amount listed as the “Award Amount” on the Eligibility Notice sent to Claimant as an official communication from the Claims Administrator for the Settlement Program.
- iii. “Court” means the United States District Court for the Eastern District of Louisiana.
- iv. “Directed Trustee” means the directed trustee of the Settlement Trust.
- v. “Funding Asset” means, in the context of the Structured Settlement Option, the financial product purchased by the Assignee to fund the

Periodic Payments, which may include annuities, funding agreements or United States government securities.

- vi. “Issuer” means, in the context of the Structured Settlement Option, the company issuing or serving as custodian of the Funding Asset purchased by the Assignee to fund the Periodic Payments. The Issuer and the Assignee may be related entities.
- vii. “Periodic Payments” means, in the context of the Structured Settlement Option, the payments made to a Claimant over time instead of in a lump sum, such Periodic Payments to be funded by the Structured Settlement Amount.
- viii. “Released Claims” shall, in addition to the definition set forth in the Individual Release, include, and the release and covenant not to sue described in Paragraph 2 of the Individual Release applies to, all claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Structured Settlement Option, including, but not limited to, any claims that the Assignee has not paid Claimant some or all of the Periodic Payments due to Claimant, any claims related to any actions or omissions of the Directed Trustee, the Settlement Trustee, the Settlement Trust or the other Released Parties, any claims regarding the tax, financial or other consequences of selecting the Structured Settlement Option to Claimant, and any claims regarding actions or omissions of any Issuer, Assignee or Court-approved structured settlement broker.

- ix. “Released Parties” shall, in addition to the definition set forth in the Individual Release, include the Settlement Trust, the Settlement Trustee and the Directed Trustee.
- x. “Settlement Trustee” means the trustee of the Settlement Trust. The Settlement Trustee also serves as the Claims Administrator, and any references to the Settlement Trustee shall be deemed to include the Claims Administrator acting in his capacity as the Settlement Trustee.
- xi. “Structured Settlement Amount” means the portion of the Award Amount paid to the Assignee by the Settlement Trustee on behalf of the Settlement Trust pursuant to a Structured Settlement Option elected by a Claimant.
- xii. “Structured Settlement Option” means an option pursuant to which the Settlement Trustee, on behalf of the Settlement Trust, agrees to make Periodic Payments to a Claimant, conditioned upon the Settlement Trustee assigning such obligation to make the Periodic Payments to the Assignee; upon assignment and payment of the Structured Settlement Amount by the Settlement Trustee to the Assignee, the Assignee assumes all liability for the Periodic Payments and the Settlement Trustee, the Settlement Trust and the other Released Parties are released from any liability of any kind for the Periodic Payments or relating to the Structured Settlement Option; the Assignee then provides for payment of such Periodic Payments through purchase of a Funding Asset from an Issuer. If a Claimant does not elect a

Structured Settlement Option, or for any portion of the Award Amount for which the Claimant does not elect a Structured Settlement Option, the Claimant will receive a lump sum payment directly from the Settlement Trust through the Court-appointed Claims Administrator and the Settlement Program in the normal manner in which such payments are issued.

- b. Claimant, through a Court-approved structured settlement broker, is timely submitting this Attachment C to the Individual Release to irrevocably elect the Structured Settlement Option to receive all or a portion of its payment over time in the form of Periodic Payments instead of in a lump sum. Claimant is required to provide certain information and documentation regarding the Structured Settlement Option on this Attachment C; if Claimant does not provide complete and accurate information and documentation as required on this Attachment C, Claimant's election of the Structured Settlement Option will be deemed void and Claimant will receive a lump sum payment directly from the Settlement Trust through the Court-appointed Claims Administrator and the Settlement Program.
- c. Selection by Claimant of the Structured Settlement Option shall not increase the payment obligation referred to in Paragraph 2 of the Individual Release (with any fees or expenses of the structured settlement broker, Assignee or Issuer to be payable from the Structured Settlement Amount).
- d. The Assignee is the sole party to whom the Settlement Trustee or the Settlement Trust owes the obligation to pay the Structured Settlement Amount

for all purposes including specifically Section 1.461-1(g)(1)(ii) of the Treasury Regulations (Title 26, Code of Federal Regulations); provided, however, that the Settlement Trustee shall have no obligation to pay the Structured Settlement Amount to the Assignee unless and until the Settlement Trustee (or designee) executes this Attachment C. The payment of the Structured Settlement Amount by the Settlement Trust to the Assignee shall fulfill all obligations that any Released Parties (including the Settlement Trustee and the Settlement Trust) have to Claimant or any party under the Settlement with respect to the Structured Settlement Amount or Claimant's election of the Structured Settlement Option, including any Periodic Payments thereunder. Claimant shall have no claim with respect to the Periodic Payments or relating to the Structured Settlement Option (including any benefits with respect to Claimant's election of the Structured Settlement Option) against any Released Parties, including the Settlement Trustee and the Settlement Trust; the Settlement Trustee, the Settlement Trust and the other Released Parties have no any liability of any kind for the Periodic Payments or relating to the Structured Settlement Option, including arising from or relating to the actions or omissions of any Issuer, Assignee or Court-approved structured settlement broker.

- e. Upon assignment and payment of the Structured Settlement Amount by the Settlement Trustee to the Assignee, Claimant irrevocably gives up any right, under any circumstances, to seek from the Settlement Trustee, the Settlement Trust or the other Released Parties: (1) any further payments with regard to

Claimant's Structured Settlement Option or Structured Settlement Amount, including in any circumstances where, for any reason, Claimant fails to receive all the future Periodic Payments at any time, (2) any further payments with respect to any action of the Settlement Trustee, the Settlement Trust or the other Released Parties, related to the Structured Settlement Option, as well as (3) any further payments regarding any tax, financial or other consequences of the Structured Settlement Option.

- f. Claimant has sole responsibility for the tax, financial, and other consequences of the Structured Settlement Option to Claimant, including the decision to elect the Structured Settlement Option, and shall have no claim against the Settlement Trustee, the Settlement Trust or the other Released Parties in the event that Claimant fails, for any reason, to obtain the tax, financial or other benefits he, she or it expected to achieve from the Structured Settlement Option. No opinion regarding the tax consequences of this Structured Settlement Option to Claimant has been given or will be given by the Released Parties, nor is any representation or warranty in this regard made by virtue of the Individual Release (including this Attachment C). Claimant must consult his, her or its own tax advisors regarding the tax consequences of the Structured Settlement Option and any tax reporting obligations they may have with respect thereto. Claimant's tax obligations, and the determination thereof, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on Claimant's particular circumstances. The Released Parties shall have no liability or responsibility whatsoever for

any such tax consequences resulting from payments under the Structured Settlement Option. To the extent required by law, payments made from the Settlement Trust under the Individual Release (including this Attachment C) will be reported to the appropriate authorities.

- g. Claimant has consulted with a Court-approved structured settlement broker. Claimant has sole responsibility for the selection of the Court-approved structured settlement broker used to assist Claimant in connection the Structured Settlement Option, as well as selection of the Assignee and the Issuer; therefore, the Settlement Trustee, the Settlement Trust and the other Released Parties do not endorse, and shall have no liability to Claimant resulting from the selection of such structured settlement broker, Assignee or Issuer or from the actions or omissions of such structured settlement broker, Assignee or Issuer. Claimant has received full disclosure from the structured settlement broker regarding the offshore status of the Assignee and the Issuer, as applicable.
- h. Claimant understands and agrees that the Settlement Trustee will not pay the Structured Settlement Amount to the Assignee until such time as: (1) all required documents associated with the Structured Settlement Option have been properly executed and timely provided by the Court-approved structured settlement broker, on behalf of the Claimant, to the Settlement Trustee (including execution of this Attachment C by the Settlement Trustee (or designee) on behalf of the Settlement Trust in Part III, execution of the certification by the Court-approved structured settlement broker on Part II of

this Attachment C, and execution of the structured settlement assignment and release form by Claimant and Assignee), and all such documents must be consistent with, and contain no language inconsistent with, this Individual Release, including, without limitation, the provisions of this Attachment C; (2) the Settlement Trustee has received a certification by a Court-approved structured settlement broker on Part II of this Attachment C that all such documentation has been properly executed and timely provided to the Settlement Trustee (including execution of the structured settlement assignment and release form by Claimant and Assignee), and that all such documents are consistent with, and contain no language inconsistent with, this Individual Release, including, without limitation, the provisions of this Attachment C; and (3) the Settlement Trustee has verified the accuracy of the information contained in such certification received from the Court-approved structured settlement broker.

- i. Claimant must personally sign this Attachment C to the Individual Release, rather than through an attorney or otherwise. An original signature is required (a photocopy, fax, pdf image or electronic signature is insufficient). In addition to signing, attesting to and vouching for the accuracy of the certifications in this Attachment C to the Individual Release, Claimant agrees to provide required information and documents regarding the Structured Settlement Option, which shall be transmitted to the Settlement Trustee by the Court-approved structured settlement broker.

- j. The Structured Settlement Option does not affect the Claimant's obligation to pay any attorneys' fees or satisfy any potential attorney-fee liens described in Paragraph 19 of the Individual Release. Any payments by the Settlement Trustee pursuant to a Structured Settlement Option shall be subject to the liens or claims of any third parties that the Settlement Trustee has found payable pursuant to the procedures of the Settlement Trust and any applicable Order of the Court relating to such claims or payments. If a lien or claim of third party reduces the Structured Settlement Amount paid to Assignee, the Periodic Payments listed in Attachment C and the assignment and release document will be amended accordingly.
- k. Claimant has the right to consult with an attorney of his, her or its choosing regarding the Structured Settlement Option before completing this Attachment C.
- l. If the Claimant has selected a Structured Settlement Option pursuant to which the Assignee will fund its obligation to make Periodic Payments to the Claimant through the purchase of United States government obligation, the Claimant understands and agrees that (1) the Periodic Payments shown in Part I of Attachment C are illustrative and based on the rates of the applicable United States government obligations as of the date of the quote obtained by the Court-approved structured settlement broker, and that the value of these United States government obligations fluctuates on a daily basis; (2) actual Periodic Payments to be paid to the Claimant pursuant to this Structured Settlement Option shall not be fixed until the United States government

obligations are purchased by the Assignee to fund its obligation to make Periodic Payments to the Claimant; and (3) that actual Periodic Payments pursuant to the Structured Settlement Option shall be adjusted either upward or downward based on the value of the United States government obligations purchased, so that the total cost to the Settlement Trustee for the Periodic Payments pursuant to this Structured Settlement Option is equal to the Structured Settlement Amount. The Assignee shall notify the Settlement Trustee and the Claimant of the applicable schedule of Periodic Payments pursuant to this Structured Settlement Option no later than the next business day after the Assignee's purchase of the United States government obligations used to fund the Assignee's obligations to make Periodic Payments to the Claimant, and such schedule of Periodic Payments shall be deemed incorporated into this Attachment C to the Individual Release and the structured settlement assignment and release form attached hereto.

4. That Attachment C to the Individual Release requires Claimants to accept terms governing the Structured Settlement Option and to specifically elect the Structured Settlement Option, and to agree, represent and warrant in writing on Attachment C that Claimant has provided complete and accurate information and documentation regarding its structured settlement, including the Structured Settlement Amount, contact information for the parties involved in the structured settlement (including the Court-approved structured settlement broker used by Claimant, the Assignee and the Issuer), the schedule for Periodic Payments, and a nonqualified assignment and release form executed by Claimant and Assignee. Attachment C will be available to all Claimants on a website maintained by the Claims Administrator, but shall

only be applicable to, and submitted on behalf of, those Claimants electing the Structured Settlement Option. If Claimant does not fully execute Attachment C to the Individual Release or if Attachment C is not submitted as specified, then Claimant's election of the Structured Settlement Option shall not be effective, and Claimant shall only be eligible to receive a lump sum payment directly from the Settlement Trust through the Court-appointed Claims Administrator and the Deepwater Horizon Claims Center.

5. That the Eligibility Notice sent to a Claimant who has not previously signed and returned an accepted Individual Release shall inform Claimant of the address of a website maintained by the Claims Administrator at which Claimant can obtain more information regarding the Structured Settlement Option and access Attachment C to the Individual Release that must be submitted on Claimant's behalf by a Court-approved structured settlement broker for Claimant to elect the Structured Settlement Option, by specifically including applicable portions of the following statement, in substantially the form below:

**Option to Elect a Structured Settlement**

You may be able to place some or all of your Award Amount into a structured settlement to receive multiple payments spread out over more than one year (the "Structured Settlement Option"). You should consult your own tax adviser regarding whether you should consider that Structured Settlement Option, and the tax, financial and other consequences of the Structured Settlement Option.

If you want more information on the Structured Settlement Option, go to [www.deepwaterhorizoneconomicsettlement.com/structuredsettlement.php](http://www.deepwaterhorizoneconomicsettlement.com/structuredsettlement.php) or call the Claimant Communications Center at 1-800-353-1262. **IF YOU WISH TO BE PAID USING THE STRUCTURED SETTLEMENT OPTION, DO NOT SIGN OR RETURN THE RELEASE SENT TO YOU WITH THIS NOTICE AT THIS TIME.** Instead, a Court-approved structured settlement broker will help you assemble the paperwork necessary to elect the Structured Settlement Option and that broker will send your completed paperwork to the Claims Administrator (this paperwork will include an additional document that will be Attachment C to, and submitted at the same time as, your Release). If this paperwork is not submitted on your behalf by a Court-

approved structured settlement broker by the Deadline Date shown on this Notice, the Claims Administrator will consider that you have accepted your Award Amount to be paid in a lump sum and that you do not want a Structured Settlement Option for this Award Amount.

Do not send any paperwork regarding the Structured Settlement Option directly to the Claims Administrator. A Court-approved structured settlement broker must submit this on your behalf

6. That the Eligibility Notice sent to a Claimant who has previously signed and returned an accepted Individual Release shall inform the Claimant of the address of a website maintained by the Claims Administrator at which Claimant can obtain more information regarding the Structured Settlement Option and access Attachment C to the Individual Release that must be submitted on Claimant's behalf by a Court-approved structured settlement broker for Claimant to elect the Structured Settlement Option, by specifically including applicable portions of the following statement, in substantially the form below:

#### **Option to Elect a Structured Settlement**

You may be able to place some or all of your Award Amount into a structured settlement to receive multiple payments spread out over more than one year (the "Structured Settlement Option"). You should consult your own tax adviser regarding whether you should consider that Structured Settlement Option, and the tax, financial and other consequences of the Structured Settlement Option.

If you want more information on the Structured Settlement Option, go to [www.deepwaterhorizoneconomicsettlement.com/structuredsettlement.php](http://www.deepwaterhorizoneconomicsettlement.com/structuredsettlement.php) or call the Claimant Communications Center at 1-800-353-1262. **IF YOU WISH TO BE PAID USING THE STRUCTURED SETTLEMENT OPTION, DO NOT TAKE ANY STEPS TO ACCEPT YOUR AWARD AMOUNT ONLINE OR OTHERWISE AT THIS TIME.** Instead, a Court-approved structured settlement broker will help you assemble the paperwork necessary to elect the Structured Settlement Option and that broker will send your completed paperwork to the Claims Administrator (this paperwork will include an additional document that will be Attachment C to your original Release). If this paperwork is not submitted on your behalf by a Court-approved structured settlement broker by the Deadline Date shown on this Notice, the Claims Administrator will consider that you have accepted your Award Amount to be

paid in a lump sum and that you do not want a Structured Settlement Option for this Award Amount.

Do not send any paperwork regarding the Structured Settlement Option directly to the Claims Administrator. A Court-approved structured settlement broker must submit this on your behalf.

7. That the website maintained by the Claims Administrator shall inform Claimants of the need to consult a Court-approved structured settlement broker who will provide Claimant with more information regarding the Structured Settlement Option and documentation on Claimant's behalf to the Claims Administrator, and shall also provide contact information for such Court-approved structured settlement brokers, as well as the Attachment C to the Individual Release (which a Court-approved structured settlement broker must submit on behalf of Claimant for Claimant to elect the Structured Settlement Option, agree to terms and conditions specific to the Structured Settlement Option, and provide information and documentation required by the Structured Settlement Option), by specifically including at least a statement substantially in this form:

**Structured Settlement Option**

You have the option of receiving your Award Amount described in your Eligibility Notice as (1) a single lump sum payment, or (2) multiple payments spread over a period of two or more years (the "Structured Settlement Option").

The information provided to Claimants on this website regarding the Structured Settlement Option, including the contact information for the Court-approved structured settlement brokers below, does not constitute an endorsement of the Structured Settlement Option or the listed Court-approved structured settlement brokers, and does not constitute advice that the Claimant should contact or should not contact any Court-approved structured settlement broker, or should elect or not elect the Structured Settlement Option. The Claimant has sole responsibility for the selection of the Court-approved structured settlement broker consulted in connection with the

Structured Settlement Option, as well as any decision to elect, or not to elect, the Structured Settlement Option, including any tax, financial or other consequences of this decision. Therefore, the Claimant should consult his, her or its own tax adviser regarding whether to consider the Structured Settlement Option, and the tax, financial and other consequences of the Structured Settlement Option.

### **Consultation with Court-Approved Structured Settlement Broker**

If you are considering electing or would like to learn more about receiving payment through the Structured Settlement Option, you must contact a Court-approved structured settlement broker. Court-approved structured settlement brokers will provide you, at no cost to you, with information regarding structured settlements and payment amounts and schedules under the Structured Settlement Option. For you to elect the Structured Settlement Option, a Court-approved structured settlement broker must submit certain documentation on your behalf to the Claims Administrator. Click [here](#) to access a list of, and contact information for, structured settlement brokers which have been approved by the Court.

If you wish to use the services of a structured settlement broker other than the Court-approved brokers listed on the above link, you or the broker must first obtain Court approval.

### **Election of Structured Settlement Option**

To elect the Structured Settlement Option, you must then complete, sign and have submitted on your behalf (by a Court-approved structured settlement broker) an Attachment C to the Release, which may be downloaded [here](#). On this Attachment C, you will be required to agree to terms and conditions specific to the Structured Settlement Option, and provide information and documentation required by the Structured Settlement Option. The Court-approved structured settlement broker you have selected must submit this Attachment C to the Claims Administrator as described below:

**(1) If you would like to elect the Structured Settlement Option for an Award Amount listed on your first Eligibility Notice, and you have not yet submitted a Release:** To receive the Structured Settlement Option for all or a portion of the Award Amount, the Court-approved structured settlement must submit, on your behalf, both the Release and Attachment C to the Claims Administrator (at the same time) by the Deadline Date on your Eligibility Notice. **DO NOT SUBMIT**

**THE RELEASE WITHOUT ATTACHMENT C – if you submit the Release without Attachment C (including all requested information and documentation), then you will not be eligible to receive the Structured Settlement Option for the Award Amount in your Eligibility Notice.**

**(2) If you would like to elect the Structured Settlement Option for an Award Amount, and you have already submitted a Release and received a payment from the Settlement Program:** To accept the Award Amount (subject to the Structured Settlement Option) and receive the Structured Settlement Option for all or a portion of the Award Amount, the Court-approved structured settlement must submit, on your behalf, Attachment C to the Claims Administrator by the Deadline Date on your Eligibility Notice. **DO NOT (A) ACCEPT THE AWARD AMOUNT ON DWH PORTAL, OR (B) ACCEPT THE AWARD AMOUNT BY CALLING THE CLAIMANT COMMUNICATIONS CENTER WITHOUT INDICATING THAT YOU ARE ELECTING THE STRUCTURED SETTLEMENT OPTION – if so, then you will not be eligible to receive the Structured Settlement Option for the Award Amount.**

If a Court-approved structured settlement broker, acting on your behalf, does not return Attachment C to the Claims Administrator by the Deadline Date specified on your Eligibility Notice and you do not comply with other requirements set forth on Attachment C to the Release, then you will receive your Award Amount as a single lump sum payment and not in a structured settlement. An original bearing the Claimant's signature is required on the structured settlement documentation (a photocopy, fax, pdf image or electronic signature is insufficient). The Claims Administrator is not permitted to accept photocopies of the Claimant's signature.

You have the right to consult with an attorney of your choosing regarding the Structured Settlement Option before completing Attachment C to the Release.

8. That each Court-approved structured settlement broker shall be responsible for providing the Claimant with any documents necessary to elect the Structured Settlement Option and for assembling a complete and properly executed set of documents necessary to elect the Structured Settlement Option. The Court-approved structured settlement broker shall submit a complete set of such documents necessary for Claimant to elect the Structured Settlement Option to the Claims Administrator, including a certification by such Court-approved structured

settlement broker on Part II of Attachment C to the Release that that (1) the Claimant has timely and properly elected the Structured Settlement Option; (2) the Claimant has completed and properly executed all documents necessary to effectuate that election; (3) such Court-approved structured settlement broker has submitted such complete set of documents to the Claims Administrator; and (4) if the Claimant has selected a Structured Settlement Option pursuant to which the Assignee will fund its obligation to make Periodic Payments to the Claimant through the purchase of United States government obligations, the Court-approved structured settlement broker has informed the Claimant that (a) the Periodic Payments shown in Part I are illustrative and based on the rates of the applicable United States government obligations as of the date of the quote obtained by the Court-approved structured settlement broker, and that the value of these United States government obligations fluctuates on a daily basis; (b) actual Periodic Payments to be paid to the Claimant pursuant to the Structured Settlement Option shall not be fixed until the United States government obligations are purchased by the Assignee to fund its obligation to make Periodic Payments to the Claimant; and (c) actual Periodic Payments pursuant to the Structured Settlement Option shall be adjusted either upward or downward based on the value of the United States government obligations purchased, so that the total cost to the Settlement Trustee for the Periodic Payments pursuant to the Structured Settlement Option is equal to the Structured Settlement Amount. If the Court-approved structured settlement broker has not delivered all documents for Claimant to elect a Structured Settlement Option (including a certification by the Court-approved structured settlement broker on Part II of Attachment C to the Release) to the Claims Administrator by the Deadline Date on Claimant's Eligibility Notice, then Claims Administrator shall issue payments on the claim in the normal manner and not in a Structured Settlement Option.

9. That the terms of this Order shall supersede the terms of any Assignment or other document used by any Issuer, Assignee or Court-approved structured settlement broker relating to any Structured Settlement Option.

10. This Court shall have exclusive jurisdiction over any disputes or proceedings arising out of this Order or any Structured Settlement Option. Each Court-approved structured settlement broker shall be considered to have consented to the jurisdiction of this Court by seeking Court approval. Each Court-approved structured settlement broker shall obtain from any Issuer and Assignee that party's written consent to the jurisdiction of this Court before it may become involved in any Structured Settlement Option.

11. That the Settlement Trust, the Settlement Trustee, the Directed Trustee and all other Released parties shall have no liability of any kind to any Claimant or any other person or entity arising from or relating to the actions or omissions of any Issuer, Assignee or Court-approved structured settlement broker.

12. That any payments by the Trustee pursuant to a Structured Settlement Option shall be subject to the liens or claims of any third parties that the Trustee has found payable pursuant to the procedures of the Settlement Trust and any applicable Order of this Court relating to such claims or payments.

13. That with respect to any structured settlement elected by a Claimant (i) the Assignee shall be the sole person to whom the Trustee or Settlement Trust owes liability for all purposes including specifically Section 1.461-1(g)(1)(ii) of the Treasury Regulation (Title 26, Code of Federal Regulations); (ii) the structured settlement broker, Assignee and Issuer shall be agents of the Claimant or independent contractors and shall not be deemed the agents of the Trustee, the Directed Trustee, the Settlement Trust or BP for any purpose; (iii) the Trustee shall

not make any payment on behalf of the Settlement Trust to the Assignee as part of a structured settlement until all required structured settlement documentation has been fully executed and all such documentation is consistent with the terms and conditions of this Order; and (iv) the fact that Periodic Payments may remain to be made shall not affect the time at which the Settlement Trust shall otherwise terminate in accordance with its terms.

14. That no opinion regarding the tax consequences of the Structured Settlement Option to Claimants (including any Periodic Payments thereunder) has been or will be given by the Trustee, the Directed Trustee or BP, or by certain counsel to the Economic Class (the Lead Class Counsel, Economic Class Counsel and Plaintiffs' Steering Committee, as defined in the Settlement Agreement), nor is any representation or warranty in this regard made by virtue of the availability of the Structured Settlement Option to Claimants. Each Claimant must consult his, her or its own tax advisors regarding the tax consequences of the Structured Settlement Option and any tax reporting obligations they may have with respect thereto. The Claimant's tax obligations, and the determination thereof, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on the Claimant's particular circumstances.

15. That the Trustee and BP shall have the right to review and approve the forms of any structured settlement documentation, including structured settlement assignment and release forms, to ensure that such forms shall be consistent with the terms and conditions set forth in this Order.

16. That The James Street Group and Ringler Associates, which are licensed and insured brokers, are Court-approved structured settlement brokers. Additional licensed and insured structured settlement brokers may be approved by the Court upon petition by such

structured settlement brokers or by one or more Claimants, subject to the conditions set forth in this Order.

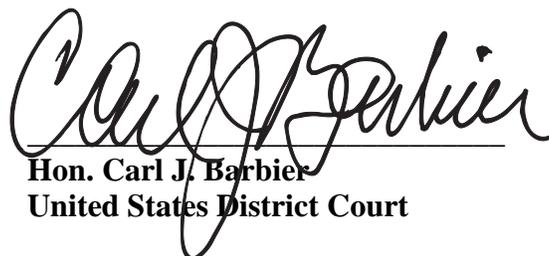
17. That The James Street Group, Ringler Associates, as well as any other Court-approved structured settlement brokers, shall be required to assist Claimants in the process of electing the Structured Settlement option according to the terms of this Order.

18. That The James Street Group, Ringler Associates, as well as any other Court-approved structured settlement brokers, shall only offer structured settlements to Claimants pursuant to which Periodic Payments are funded solely by Funding Assets that satisfy the following requirements (1) if the Claimant has not selected a Structured Settlement Option funded by United States government obligations, then the Issuer shall carry a minimum rating of "A XI" or "Double A", or an equivalent thereof, according to the standard rating practices in the insurance industry, or (2) if the Claimant has selected a Structured Settlement Option funded by United States government obligations, then the United States government obligations shall carry a minimum rating of "A XI" or "Double A", or an equivalent thereof, by credit rating agencies, and the Issuer that will serve as the custodian of the U.S. government obligations shall have sufficient financial strength and that such Issuer shall enter into an appropriate keep well agreement or other guarantee with respect to such United States government obligations.

19. Liberty Life Assurance Company of Boston meets these ratings requirements. The Midwest Trust Company will serve as custodian for United States government obligations that meet these ratings requirements, and is both of sufficient financial strength and will enter into appropriate keep well agreements with respect to such United States government obligations. The assignment and release form to be used by BARCO Assignments, Ltd. (the Assignee affiliated with Liberty Life Assurance Company of Boston) for structured settlements with

Claimants shall be in the form attached hereto as Exhibit B. The assignment and release form to be used by Treasury Funded Structured Settlement International (the Assignee affiliated with The Midwest Trust Company) for structured settlements with Claimants shall be in the form attached hereto as Exhibit C.

**SIGNED** at New Orleans, Louisiana this 15th day of August, 2013.



**Hon. Carl J. Barbier**  
**United States District Court**



# CLAIMS CENTER

ECONOMIC & PROPERTY DAMAGE CLAIMS

## ATTACHMENT C: STRUCTURED SETTLEMENT OPTION

To be eligible to receive Periodic Payments under the Structured Settlement Option, Claimant must complete and sign this Attachment C, which contains terms specific to the election of the Structured Settlement Option and requires Claimant to supply certain information and documentation regarding the Structured Settlement Option.

To receive Periodic Payments through the Structured Settlement Option, you must fully complete Part I below. **IF THIS ATTACHMENT C IS NOT SUBMITTED BY THE DEADLINE DATE ON YOUR ELIGIBILITY NOTICE, OR IF A FULLY COMPLETE PART I AND PART II ARE NOT INCLUDED, YOU WILL ONLY BE ELIGIBLE TO RECEIVE THE AWARD AMOUNT AS A LUMP SUM PAYMENT.**

**Do not complete Part II below** – this must be completed by the Court-approved structured settlement broker you have selected to assist you in electing the Structured Settlement Option.

**Do not complete Part III below** – this will be completed by the Settlement Trustee (or designee), provided that all requirements of the Structured Settlement Option have been satisfied.

**DO NOT SUBMIT THIS ATTACHMENT C DIRECTLY TO THE CLAIMS ADMINISTRATOR – THIS ATTACHMENT C MUST BE SUBMITTED ON YOUR BEHALF BY YOUR COURT-APPROVED STRUCTURED SETTLEMENT BROKER.**

### **PART I: CLAIMANT STRUCTURED SETTLEMENT TERMS, CERTIFICATIONS, INFORMATION AND DOCUMENTATION**

1. **Definitions.** For purposes of this Attachment C to the **Individual Release**, the following additional definitions shall apply, and in the case of defined nouns, the singular shall include the plural and vice versa:
  - a. **“Assignee”** means, in the context of the **Structured Settlement Option**, the party assigned the obligation of making **Periodic Payments** to the **Claimant** by the **Settlement Trustee**. The **Assignee** funds this obligation through purchase of **Funding Asset** from an **Issuer**, which may be related to the **Assignee**.
  - b. **“Award Amount”** means the amount listed as the “Award Amount” on the Eligibility Notice sent to **Claimant** as an official communication from the **Claims Administrator** for the **Settlement Program**.
  - c. **“Court”** means the United States District Court for the Eastern District of Louisiana.
  - d. **“Directed Trustee”** means the directed trustee of the **Settlement Trust**.
  - e. **“Funding Asset”** means in the context of the **Structured Settlement Option**, the financial product purchased by the **Assignee** to fund the **Periodic Payments**, which may include



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annuities, funding agreements or United States government securities.

- f. **"Issuer"** means, in the context of the **Structured Settlement Option**, the company issuing or serving as custodian of the **Funding Asset** purchased by the **Assignee** to fund the **Periodic Payments**. The **Issuer** and the **Assignee** may be related entities.
- g. **"Periodic Payments"** means, in the context of the **Structured Settlement Option**, the payments made to a **Claimant** over time instead of in a lump sum, such **Periodic Payments** to be funded by the **Structured Settlement Amount**.
- h. **"Released Claims"** shall, in addition to the definition set forth in the **Individual Release**, include, and the release and covenant not to sue described in Paragraph 2 of the **Individual Release** applies to, all claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Structured Settlement Option**, including, but not limited to, any claims that the **Assignee** has not paid **Claimant** some or all of the **Periodic Payments** due to **Claimant**, any claims related to any actions or omissions of the **Directed Trustee**, the **Settlement Trustee**, the **Settlement Trust** or the other **Released Parties**, any claims regarding the tax, financial or other consequences of selecting the **Structured Settlement Option** to **Claimant**, and any claims regarding the actions or omissions of any **Annuity Issuer**, **Assignee**, or **Court**-approved structured settlement broker.
- i. **"Released Parties"** shall, in addition to the definition set forth in the **Individual Release**, include the **Settlement Trust**, the **Settlement Trustee** and the **Directed Trustee**.
- j. **"Settlement Trustee"** means the trustee of the **Settlement Trust**. The **Settlement Trustee** also serves as the **Claims Administrator**, and any references to the **Settlement Trustee** shall be deemed to include the **Claims Administrator** acting in his capacity as the **Settlement Trustee**.
- k. **"Structured Settlement Amount"** means the portion of the **Award Amount** paid to the **Assignee** by the **Settlement Trustee** on behalf of the **Settlement Trust** pursuant to a **Structured Settlement Option** elected by a **Claimant**.
- l. **"Structured Settlement Option"** means an option pursuant to which the **Settlement Trustee**, on behalf of the **Settlement Trust**, agrees to make **Periodic Payments** to a **Claimant**, conditioned upon the **Settlement Trustee** assigning such obligation to make the **Periodic Payments** to the **Assignee**; upon assignment and payment of the **Structured Settlement Amount** by the **Settlement Trustee** to the **Assignee**, the **Assignee** assumes all liability for the **Periodic Payments** and the **Settlement Trustee**, the **Settlement Trust** and the other **Released Parties** are released from any liability of any kind for the **Periodic Payments** or relating to the **Structured Settlement Option**; the **Assignee** then provides for payment of such **Periodic Payments** through purchase of a **Funding Asset** from an **Issuer**. If a **Claimant** does not elect a **Structured Settlement Option**, or for any portion of the **Award Amount** for which the **Claimant** does not elect a **Structured Settlement Option**, the **Claimant** will receive a lump sum payment directly from the **Settlement Trust** through the **Court**-appointed **Claims Administrator** and the **Settlement Program** in the normal manner in which such payments are issued.

2. **Structured Settlement Option.** **Claimant**, through a **Court**-approved structured settlement



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broker, is timely submitting this Attachment C to the **Individual Release** to irrevocably elect the **Structured Settlement Option** to receive all or a portion of Claimant's payment over time in the form of **Periodic Payments** instead of in a lump sum. **Claimant** is required to provide certain information and documentation regarding the **Structured Settlement Option** on this Attachment C; if **Claimant** does not provide complete and accurate information and documentation as required on this Attachment C, **Claimant's** election of the **Structured Settlement Option** will be deemed void and **Claimant** will receive a lump sum payment directly from the **Settlement Trust** through the **Court-appointed Claims Administrator** and the **Settlement Program**. With respect to the **Structured Settlement Option**:

- a. Selection by **Claimant** of the **Structured Settlement Option** shall not increase the payment obligation referred to in Paragraph 2 of the **Individual Release** (with any fees or expenses of the structured settlement broker, **Assignee** or **Issuer** to be payable from the **Structured Settlement Amount**).
- b. The **Assignee** is the sole party to whom the **Settlement Trustee** or the **Settlement Trust** owes the obligation to pay the **Structured Settlement Amount** for all purposes including specifically Section 1.461-1(g)(1)(ii) of the Treasury Regulations (Title 26, Code of Federal Regulations); provided, however, that the **Settlement Trustee** shall have no obligation to pay the **Structured Settlement Amount** to the **Assignee** unless and until the **Settlement Trustee** (or designee) executes this Attachment C. The payment of the **Structured Settlement Amount** by the **Settlement Trust** to the **Assignee** shall fulfill all obligations that any **Released Parties** (including the **Settlement Trustee** and the **Settlement Trust**) have to **Claimant** or any party under the **Settlement** with respect to the **Structured Settlement Amount** or **Claimant's** election of the **Structured Settlement Option**, including any **Periodic Payments** thereunder. **Claimant** shall have no claim with respect to the **Periodic Payments** or relating to the **Structured Settlement Option** (including any other benefits with respect to **Claimant's** election of the **Structured Settlement Option** against any **Released Parties**, including the **Settlement Trustee** and the **Settlement Trust**; the **Settlement Trustee**, the **Settlement Trust** and the other **Released Parties** have no liability or any kind for the **Periodic Payments** or relating to the **Structured Settlement Option**, including arising from or relating to the actions or omissions of any **Issuer**, **Assignee**, or **Court**-approved structured settlement broker.
- c. Upon assignment and payment of the **Structured Settlement Amount** by the **Settlement Trustee** to the **Assignee**, **Claimant** irrevocably gives up any right, under any circumstances, to seek from the **Settlement Trustee**, the **Settlement Trust** or the other **Released Parties**: (1) any further payments with regard to **Claimant's Structured Settlement Option** or **Structured Settlement Amount**, including in any circumstances where, for any reason, **Claimant** fails to receive all the future **Periodic Payments** at any time, (2) any further payments with respect to any action of the **Settlement Trustee**, the **Settlement Trust** or the other **Released Parties**, related to the **Structured Settlement Option**, as well as (3) any further payments regarding any tax, financial or other consequences of the **Structured Settlement Option**.
- d. **Claimant** has sole responsibility for the tax, financial, and other consequences of the **Structured Settlement Option** to **Claimant**, including the decision to elect the **Structured Settlement Option**, and shall have no claim against the **Settlement Trustee**, the **Settlement Trust** or the



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other **Released Parties** in the event that **Claimant** fails, for any reason, to obtain the tax, financial or other benefits he, she or it expected to achieve from the **Structured Settlement Option**. No opinion regarding the tax consequences of this **Structured Settlement Option** to **Claimant** has been given or will be given by the **Released Parties**, nor is any representation or warranty in this regard made by virtue of the **Individual Release** (including this Attachment C). **Claimant** must consult his, her or its own tax advisors regarding the tax consequences of the **Structured Settlement Option** and any tax reporting obligations they may have with respect thereto. **Claimant's** tax obligations, and the determination thereof, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on **Claimant's** particular circumstances. The **Released Parties** shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments under the **Structured Settlement Option**. To the extent required by law, payments made from the **Settlement Trust** under the **Individual Release** (including this Attachment C) will be reported to the appropriate authorities.

- e. **Claimant** has consulted with a **Court**-approved structured settlement broker. **Claimant** has sole responsibility for the selection of the **Court**-approved structured settlement broker used to assist **Claimant** in connection the **Structured Settlement Option**, as well as selection of the **Assignee** and the **Issuer**; therefore, the **Settlement Trustee**, the **Settlement Trust** and the other **Released Parties** do not endorse, and shall have no liability to **Claimant** resulting from the selection of such structured settlement broker, **Assignee** or **Issuer** or from the actions or omissions of such structured settlement broker, **Assignee** or **Issuer**. **Claimant** has received full disclosure from the structured settlement broker regarding the offshore status of the **Assignee** and the **Issuer**, as applicable.
- f. **Claimant** understands and agrees that the **Settlement Trustee** will not pay the **Structured Settlement Amount** to the **Assignee** until such time as: (1) all required documents associated with the **Structured Settlement Option** have been properly executed and timely provided by the **Court**-approved structured settlement broker, on behalf of **Claimant**, to the **Settlement Trustee** (including execution of this Attachment C by the **Settlement Trustee** (or designee) on behalf of the **Settlement Trust** in Part III, execution of the certification by a **Court**-approved structured settlement broker on Part II of this Attachment C, and execution of the structured settlement assignment and release form by **Claimant** and **Assignee**), and all such documents must be consistent with, and contain no language inconsistent with, this **Individual Release**, including, without limitation, the provisions of this Attachment C; (2) the Settlement Trustee has received a certification by a **Court**-approved structured settlement broker on Part II of this Attachment C that all such documentation has been properly executed and timely provided to the Settlement Trustee (including execution of the structured settlement assignment and release form by Claimant and Assignee), and that all such documents are consistent with, and contain no language inconsistent with, this Individual Release, including, without limitation, the provisions of this Attachment C; and (3) the Settlement Trustee has verified the accuracy of the information contained in such certification received from the **Court**-approved structured settlement broker.
- g. **Claimant** must personally sign this Attachment C to the **Individual Release**, rather than through an attorney or otherwise. An original signature is required (a photocopy, fax, pdf image or electronic signature is insufficient). In addition to signing, attesting to and vouching for the



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- accuracy of the certifications in this Attachment C to the **Individual Release**, **Claimant** agrees to provide required information and documents regarding the **Structured Settlement Option**, which shall be transmitted to the **Settlement Trustee** by the **Court**-approved structured settlement broker.
- h. The **Structured Settlement Option** does not affect the **Claimant's** obligation to pay any attorneys' fees or satisfy any potential attorney-fee liens described in Paragraph 19 of the **Individual Release**. Any payments by the **Settlement Trustee** pursuant to a **Structured Settlement Option** shall be subject to the liens or claims of third parties that the **Settlement Trustee** has found payable pursuant to the procedures of the **Settlement Trust** and any applicable Order of the **Court** relating to such claims or payments. If a lien or claim of third party reduces the **Structured Settlement Amount** paid to **Assignee**, the **Periodic Payments** listed in Attachment C and the assignment and release document will be amended accordingly.
- i. **Claimant** has the right to consult with an attorney of his, her or its choosing regarding the **Structured Settlement Option** before completing this Attachment C.
3. **Claimant** hereby signs to, attests to and vouches for the completeness and accuracy of the certification, information and documentation below:
- a. I elect the **Structured Settlement Option** for all, or a portion of, the total payment obligation referred to in Paragraph 2 of the **Individual Release**, listed as the **Structured Settlement Amount** below, through my timely submission of this Attachment C to the **Individual Release**, and understand that I will receive any remaining portion of the **Award Amount** in the form of a lump sum directly from the **Settlement Trust** through the **Court**-appointed **Claims Administrator** and the **Settlement Program**.
- b. Upon submission of this Attachment C to the **Individual Release**, my election of the **Structured Settlement Option** is irrevocable.
- c. I understand that this **Structured Settlement Option**, including any **Periodic Payments** hereunder, is subject to the terms of the **Individual Release**, including without limitation the provisions of this Attachment C to the **Individual Release**.
- d. I have included all requested information and documentation referenced below in this Part I, and all such information and documentation is complete and accurate.
- e. If I am electing the **Structured Settlement Option** for an **Award Amount** listed on my first **Eligibility Notice**, then I am also submitting my **Individual Release** together with this Attachment C to the **Individual Release**. I further understand that if I have already submitted my **Individual Release** with respect to this **Award Amount** or if I accepted the **Award Amount** in advance of submitting this Attachment C, then I am not eligible to elect the **Structured Settlement Option** for this **Award Amount**.
- f. I understand that the **Settlement Trustee** shall not pay the **Structured Settlement Amount** to



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the **Assignee** until such time as the **Individual Release** and this Attachment C to the **Individual Release** are fully executed (including execution of this Attachment C by the **Settlement Trustee** (or designee) on behalf of the **Settlement Trust** in Part III, execution of the certification by a **Court**-approved structured settlement broker on Part II of this Attachment C, and execution of the structured settlement assignment and release form by **Claimant** and **Assignee**), and all required documents associated with the **Structured Settlement Option** contain no language inconsistent with the **Individual Release** and this Attachment C to the **Individual Release**. I further understand that, if I do not fully execute this Attachment C, then I will only be eligible to receive my **Award Amount** as a lump sum payment directly from the **Settlement Trust** through the **Court**-appointed **Claims Administrator** and the **Settlement Program**.

- g. I understand that, assuming that all requirements of this **Structured Settlement Option** have been satisfied:
- (1). The **Settlement Trustee**, on behalf of the **Settlement Trust**, shall assign all liability for the **Periodic Payments** to the **Assignee** by entering into a structured settlement assignment and release with the **Assignee** identified on this Attachment C;
  - (2). The **Assignee** shall fund its liability to make the **Periodic Payments** through purchase of **Funding Asset** from the **Issuer** identified on this Attachment C;
  - (3). The **Assignee**, or a trust established by the **Assignee**, as applicable, shall be the sole owner of the **Funding Asset** purchased from the **Issuer** to fund the **Assignee's** liability to make the **Periodic Payments** and shall have all rights of ownership;
  - (4). The **Assignee**, or the trust established by the **Assignee**, may have **Issuer** mail payments directly to **Claimant**. **Claimant** shall be responsible for maintaining a current mailing address with the **Assignee**. The obligation of the **Assignee** to make each **Periodic Payment** shall be fully discharged upon the mailing of a valid check or electronic funds transfer in the amount of such **Periodic Payment** on or before the due date to the last address on record for **Claimant** with the **Assignee**;
  - (5). Any **Periodic Payment** made after the death of **Claimant** shall be made to such person or entity as shall be designated in writing by **Claimant** to the **Assignee**. If no such person or entity is so designated by **Claimant**, such payments shall be made to the estate of **Claimant**;
  - (6). The **Issuer** shall issue a guarantee, financial commitment or keep well agreement of the **Assignee's** liability to make the **Periodic Payments** to **Claimant** or **Claimant's** beneficiary, which **Periodic Payment** liability is assumed by the **Assignee** through the structured settlement assignment and release; and
  - (7). **Periodic Payments** cannot be accelerated, deferred, increased or decreased by **Claimant**, nor shall **Claimant** have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part hereof, by assignment or otherwise.



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- h. I was notified of my right to consult with an attorney of my choosing regarding the **Structured Settlement Option** before completing this Attachment C, and of the requirement that I consult with a **Court**-approved structured settlement broker regarding structured settlements.
- i. The contact information for the **Court**-approved structured settlement broker I have consulted with is listed below (A list of **Court**-approved structured settlement brokers is available at [www.deepwaterhorizoneconomicsettlement.com/structuredsettlement.php](http://www.deepwaterhorizoneconomicsettlement.com/structuredsettlement.php)). This **Court**-approved structured settlement broker assisted me in completing this Attachment C, and has provided the required certification on Part II of this Attachment C (including a certification that **Claimant** has timely and properly elected the **Structured Settlement Option**, that **Claimant** has completed and properly executed all required information and documentation to elect the **Structured Settlement Option**, and all such required information and documentation have been transmitted to the **Claims Administrator**). I authorize this **Court**-approved structured settlement broker, the **Settlement Trustee**, the **Court**-appointed **Claims Administrator** and the **Settlement Program** to use and disclose any information among them as is deemed necessary and/or helpful to process my election of the **Structured Settlement Option** and to any legitimate business purposes associated with administering the settlement facility. I authorize this **Court**-approved structured settlement broker to submit my **Individual Release**, if applicable, and this Attachment C to the **Individual Release** (including all required information and documentation) to the **Claims Administrator**.
- j. The **Court**-approved structured settlement broker provided me with a certification that (1) if the **Claimant** has selected a **Structured Settlement Option** funded by U.S. government obligations, then the U.S. government obligations carry a minimum rating of "A XI" or "Double A", or an equivalent thereof, by credit rating agencies, and the **Issuer** identified on this Attachment C is the custodian of the U.S. government obligations, or (2) if the **Claimant** has not selected a **Structured Settlement Option** funded by U.S. government obligations, then the **Issuer** identified on this Attachment C carries a minimum rating of "A XI" or "Double A", or an equivalent thereof, according to the standard rating practices in the insurance industry. The **Court**-approved structured settlement broker has also disclosed to me the offshore status of the **Assignee** and the **Issuer**, as applicable.
- k. The information regarding my structured settlement is as follows:

Funding of Structured Settlement

- 1. Total Award Amount: \$ \_\_\_\_\_
- 2. Structured Settlement Amount that will be used to fund your Periodic Payments as part of the Structured Settlement Option: \$ \_\_\_\_\_
- 3. Amount that you elect to receive now in a lump sum: \$ \_\_\_\_\_

**N.B. The amount listed on Line 1 must equal the total of the amounts listed on Lines 2 and 3 (Line 1 = Line 2 + Line 3).**



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Court-approved Structured Settlement Broker:

\_\_\_\_\_  
*Contact Name*

\_\_\_\_\_  
*Structured Settlement Broker Entity*

\_\_\_\_\_  
*Address Line 1*

\_\_\_\_\_  
*Address Line 2*

\_\_\_\_\_  
*Email/phone/fax*

Assignee:

\_\_\_\_\_  
*Contact Name*

\_\_\_\_\_  
*Entity Name*

\_\_\_\_\_  
*Address Line 1*

\_\_\_\_\_  
*Address Line 2*

\_\_\_\_\_  
*Email/phone/fax*

\_\_\_\_\_  
*Wiring Instructions*

Issuer:

\_\_\_\_\_  
*Contact Name*

\_\_\_\_\_  
*Entity Name*

\_\_\_\_\_  
*Address Line 1*



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\_\_\_\_\_  
*Address Line 2*

\_\_\_\_\_  
*Email/phone/fax*

Periodic Payment Schedule:

Payment Amount

Payment Date

*(Insert periodic payment schedule)*

**The following additional terms apply if, and only if, the Claimant has selected a Structured Settlement Option pursuant to which the Assignee will fund its obligation to make Periodic Payments to the Claimant through the purchase of United States government obligations:**

**Claimant** understands and agrees that the **Periodic Payments** shown above are illustrative and based on the rates of the applicable United States government obligations as of the date of the quote obtained by the **Court**-approved structured settlement broker, and that the value of these United States government obligations fluctuates on a daily basis. Actual **Periodic Payments** to be paid to the **Claimant** pursuant to this **Structured Settlement Option** shall not be fixed until the United States government obligations are purchased by the **Assignee** to fund its obligation to make **Periodic Payments** to the **Claimant**. Claimant understands and agrees that actual **Periodic Payments** pursuant to the **Structured Settlement Option** shall be adjusted either upward or downward based on the value of the United States government obligations purchased, so that the total cost to the **Settlement Trustee** for the **Periodic Payments** pursuant to this **Structured Settlement Option** is equal to the **Structured Settlement Amount**. The **Assignee** shall notify the **Settlement Trustee** and the **Claimant** of the applicable schedule of **Periodic Payments** pursuant to this **Structured Settlement Option** no later than the next business day after the **Assignee's** purchase of the United States government obligations used to fund the **Assignee's** obligations to make **Periodic Payments** to the **Claimant**, and such schedule of **Periodic Payments** shall be deemed incorporated into this Attachment C to the **Individual Release** and the structured settlement assignment and release form attached hereto.

**Structured settlement assignment and release form, already executed by Claimant and Assignee, must be attached hereto.**



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## SIGNATURES

\_\_\_\_\_  
**Claimant's** Name

\_\_\_\_\_  
**Claimant's** Signature (and Title,  
if Business Entity Claimant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Claimant's** Spouse's Name,  
if applicable

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

\_\_\_\_\_  
Date

## PART II: CERTIFICATION BY COURT-APPROVED STRUCTURED SETTLEMENT BROKER

An authorized representative of the **Court**-approved structured settlement broker listed below hereby signs to, attests to and vouches for the completeness and accuracy of the certification below regarding **Claimant's Structured Settlement Option**:

- a. The structured settlement broker of which I am an authorized representative has been approved by the **Court** to assist **Claimants** with respect to the **Structured Settlement Option**, and has complied with all requirements of the **Court** with respect to the **Structured Settlement Option**, including with respect to this **Claimant** on whose behalf this Attachment C to the **Individual Release** is being submitted to the **Claims Administrator**.
- b. The **Court**-approved structured settlement broker of which I am an authorized representative consents to the exclusive jurisdiction of the **Court** with respect to any disputes or proceedings arising out of the **Structured Settlement Option** on this Attachment C, and has obtained written consent from both the **Issuer** and **Assignee** that they also consent to the exclusive jurisdiction of the **Court** with respect to any disputes or proceedings arising out of the **Structured Settlement Option** on this Attachment C.



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- c. **Claimant** has timely and properly elected the **Structured Settlement Option**.
- d. **Claimant** has completed and properly executed all documents necessary to effectuate **Claimant's** election of the **Structured Settlement Option**.
- e. The **Court**-approved structured settlement broker of which I am an authorized representative has provided **Claimant** with a certification that (1) if the **Claimant** has selected a **Structured Settlement Option** funded by U.S. government obligations, then the U.S. government obligations carry a minimum rating of "A XI" or "Double A", or an equivalent thereof, by credit rating agencies, and the **Issuer** identified on this Attachment C is the custodian of the U.S. government obligations, or (2) if the **Claimant** has not selected a **Structured Settlement Option** funded by U.S. government obligations, then the **Issuer** identified on this Attachment C carries a minimum rating of "A XI" or "Double A", or an equivalent thereof, according to the standard rating practices in the insurance industry. The **Court**-approved structured settlement broker of which I am an authorized representative has also disclosed to **Claimant** the offshore status of the **Assignee** and the **Issuer**, as applicable.
- f. The **Court**-approved structured settlement broker of which I am an authorized representative is timely transmitting, by no later than the **Deadline Date** on **Claimants' Eligibility Notice**, the **Individual Release** (to the extent applicable), and all completed and properly executed documents necessary to effectuate **Claimant's** election of the **Structured Settlement Option**, and such documents contain no language inconsistent with the **Individual Release** and this Attachment C to the **Individual Release**.
- g. If the **Claimant** has selected a **Structured Settlement Option** pursuant to which the **Assignee** will fund its obligation to make **Periodic Payments** to the **Claimant** through the purchase of United States government obligations, the **Court**-approved structured settlement broker of which I am a representative has informed the **Claimant** that (1) the **Periodic Payments** shown in Part I above are illustrative and based on the rates of the applicable United States government obligations as of the date of the quote obtained by the **Court**-approved structured settlement broker of which I am an authorized representative, and that the value of these United States government obligations fluctuates on a daily basis; (2) actual **Periodic Payments** to be paid to the **Claimant** pursuant to this **Structured Settlement Option** shall not be fixed until the United States government obligations are purchased by the **Assignee** to fund its obligation to make **Periodic Payments** to the **Claimant**; and (3) that actual **Periodic Payments** pursuant to the **Structured Settlement Option** shall be adjusted either upward or downward based on the value of the United States government obligations purchased, so that the total cost to the **Settlement Trustee** for the **Periodic Payments** pursuant to this **Structured Settlement Option** is equal to the **Structured Settlement Amount**.

Court-Approved Structured Settlement Broker Name: \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date



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of Court-Approved Structured \_\_\_\_\_ and Title  
Structured Settlement Broker

### **PART III: SETTLEMENT TRUSTEE ACCEPTANCE OF STRUCTURED SETTLEMENT**

The **Settlement Trustee** agrees, on behalf of the **Settlement Trust**, to make the **Periodic Payments** described in Part I above to or on behalf of **Claimant** (provided that such **Periodic Payments** shall be adjusted as described in Part I above, if the **Assignee** will fund its obligation to make **Periodic Payments** to or on behalf of the **Claimant** through the purchase of a United States government obligation), conditioned upon the **Settlement Trustee** assigning such obligation to make the **Periodic Payments** to the **Assignee**. With respect to the **Periodic Payments**, the sole obligation of the **Settlement Trustee**, on behalf of the **Settlement Trust**, shall be to pay the **Structured Settlement Amount** to the **Assignee** as consideration of the **Assignee's** assumption of the entire obligation to make the **Periodic Payments** described in Part I above. Upon execution of this Part III, the **Settlement Trustee**, on behalf of the **Settlement Trust**, shall assign the **Settlement Trust's** obligation to make the **Periodic Payments** by executing the structured settlement assignment and release form attached hereto (provided that such assignment and release form must already be executed by both **Claimant** and **Assignee**).

**The Settlement Trustee's acceptance of Claimant's Structured Settlement Option is subject to the terms of the Individual Release, including, without limitation, the provisions of this Attachment C to the Individual Release.**

**Trustee of Settlement Trust (or designee)**

Patrick Juneau

By: \_\_\_\_\_

Patrick Juneau

\_\_\_\_\_

Date

**NON-QUALIFIED ASSIGNMENT AND RELEASE  
OF PERIODIC PAYMENT OBLIGATION**

"Claimant": \_\_\_\_\_

"Assignor": *Deepwater Horizon* Economic and Property Damages Settlement Trust

"Assignee" : BARCO Assignments, Ltd.

"Issuer": Liberty Life Assurance Company of Boston

"Effective Date": Date of the transfer by wire or other electronic transfer of funds (pursuant to instructions provided by Assignee) of the Structured Settlement Amount (listed on Attachment C to the Individual Release) by Assignor to Assignee

This Non-Qualified Assignment and Release Agreement (the "Agreement") is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following:

1. Claimant has executed an Individual Release (including the election of the Structured Settlement Option pursuant to Attachment C thereto), dated \_\_\_\_\_ (the "Release") under which, in accordance with and subject to the terms of such Release:
  - a. Assignor is obligated to make certain periodic payments listed on Addendum No. 1 hereto (the "Periodic Payments") to Claimant in accordance with the terms of the Release,
  - b. Claimant is entitled to receive such Periodic Payments;
2. The parties desire to effect an assumption of the Assignor's Periodic Payment liability by the Assignee and a full and complete discharge of Assignor with respect to such Periodic Payment liability.

THEREFORE, the parties agree as follows:

1. Assignee hereby agrees to pay Claimant the Periodic Payments.
  - a. The liability to pay the Periodic Payments shall be a liability of the Assignee alone, and specifically not of the Assignor.
  - b. The Assignee shall fund its liability to make Periodic Payments by purchasing a funding agreement or annuity contract issued by the Issuer. All rights of ownership and control of such funding agreement shall be and remain vested in the Assignee exclusively.
  - c. The Assignee may have the Issuer send payment under any funding agreement or annuity contract purchased hereunder directly to the payee(s) specified in Addendum No. 1. Such direction of payments shall be solely for the Assignee's convenience and shall not provide the

Claimant or any payee with any rights of ownership or control over the funding agreement or annuity contract, or against the Issuer.

- d. Claimant has no rights against the Assignee greater than those of a general creditor. Assignee is not required to and will not set aside specific assets to secure the Periodic Payments.
  - e. None of the Periodic Payments may be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned or encumbered. Any attempts to do so will be void.
2. Assignor is hereby completely and irrevocably released and discharged from any liability to Claimant with respect to the Periodic Payments. Claimant shall look only to the Assignee for the Periodic Payments and shall have no claim against Assignor with respect to the Periodic Payments, regardless of any insolvency or bankruptcy of the Assignee or the Issuer or otherwise. The sole liability of the Assignor with respect to the Periodic Payments shall be a liability to make the Payment to the Assignee as described in Section 4 of this Agreement, so that the Assignee is hereby the sole person to whom liability is owed with respect to the Periodic Payments. Claimant and Assignor acknowledge that this requirement falls within the meaning of U.S Treasury Regulation § 1.461-4(g)(1)(ii).
  3. Assignor hereby assigns the liability to make the Periodic Payments to the Assignee and the Assignee hereby assumes the Assignor's liability to make the Periodic Payments on condition that:
    - a. The Assignee's liability to make the Periodic Payments is no greater than that of the Assignor immediately preceding this Agreement.
    - b. Assignee is not required to and will not set aside specific assets to secure the Periodic Payments.
  4. Assignor hereby agrees to pay the Assignee such good and valuable consideration as is described on Attachment C to the Release as the Structured Settlement Amount ("Payment"). By virtue of the Payment and the Assignee's assumption of the liability to make the Periodic Payments, the Assignor is released and discharged from any further liability to the Assignee or the Claimant with respect to the Periodic Payments.
  5. In the event that the Release is declared terminated by a court of law with proper jurisdiction, this Agreement shall terminate; upon termination of this Agreement, (a) the Assignee, the Assignor, the Trustee and Directed Trustee of the *Deepwater Horizon* Economic and Property Damages Settlement Trust, and BP (which, for purposes of this Agreement, shall have the same meaning as under the Release) shall have no liability to make the Periodic Payments to the Claimant, and (b) Claimant irrevocably gives up any right, under any circumstances, to seek the Periodic Payments from the Assignee, the Assignor, the Trustee and Directed Trustee of the *Deepwater Horizon* Economic and Property Damages Settlement Trust, or BP. The Assignee shall then assign ownership of any funding agreement or annuity contract purchased hereunder to the Assignor or, if the Assignor has been terminated, to BP Exploration & Production Inc. and the Assignees' liability for the periodic payments shall terminate.

6. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the Claimant, the Assignor, and the Assignee and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.

**Assignor: Deepwater Horizon Economic and Property Damages Settlement Trust**

By: \_\_\_\_\_

Title: Trustee

**Assignee: BARCO Assignments Ltd.**

By: \_\_\_\_\_

Title:

**Claimant:**

By: \_\_\_\_\_

Title:

**Addendum No. 1**  
**Description of Periodic Payments**

Payee: *(Claimant)*

*(Insert benefit schedule)*

**Initials**

Assignor: \_\_\_\_\_

Assignee: \_\_\_\_\_

Claimant: \_\_\_\_\_

## NON-QUALIFIED ASSIGNMENT AND RELEASE

"Claimant": \_\_\_\_\_

"Assignor": *Deepwater Horizon* Economic and Property Damages Settlement Trust

"Assignee" : Treasury Funded Structured Settlement International (TFSS-I)

"Issuer": The Midwest Trust Company

"Effective Date": Date of the transfer of the Structured Settlement Amount (listed on Attachment C to the Individual Release) by Assignor to Assignee

This Non-Qualified Assignment and Release Agreement (the "Agreement") is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following:

1. Claimant has executed an Individual Release (including the election of the Structured Settlement Option pursuant to Attachment C thereto), dated \_\_\_\_\_ (the "Release") under which, in accordance with and subject to the terms of such Release:
  - a. Assignor is obligated to make certain periodic payments listed on Addendum No. 1 hereto (the "Periodic Payments") to Claimant in accordance with the terms of the Release,
  - b. Claimant is entitled to receive such Periodic Payments;
2. The parties desire to effect an assumption of the Assignor's Periodic Payment liability by the Assignee and a full and complete discharge of Assignor with respect to such Periodic Payment liability.

THEREFORE, the parties agree as follows:

1. Assignee hereby agrees to pay Claimant the Periodic Payments.
  - a. The liability to pay the Periodic Payments shall be a liability of the Assignee alone, and specifically not of the Assignor.
  - b. The Assignee shall fund its liability to make Periodic Payments by purchasing United States Government Obligations of which the Issuer shall serve as custodian. All rights of ownership and control of such United States Government Obligations shall be and remain vested in the Assignee exclusively.
  - c. The Assignee may have the Issuer send payment under any United States Government Obligations purchased hereunder directly to the payee(s) specified in Addendum No. 1. Such direction of payments shall be solely for the Assignee's convenience and shall not provide the Claimant or any payee with any rights of ownership or control over the United States Government Obligations, or against the Issuer.

- d. Claimant has no rights against the Assignee greater than those of a general creditor. Assignee is not required to and will not set aside specific assets to secure the Periodic Payments.
    - e. None of the Periodic Payments may be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned or encumbered. Any attempts to do so will be void.
2. Assignor is hereby completely and irrevocably released and discharged from any liability to Claimant with respect to the Periodic Payments. Claimant shall look only to the Assignee for the Periodic Payments and shall have no claim against Assignor with respect to the Periodic Payments, regardless of any insolvency or bankruptcy of the Assignee or the Issuer or otherwise. The sole liability of the Assignor with respect to the Periodic Payments shall be a liability to make the Payment to the Assignee as described in Section 4 of this Agreement, so that the Assignee is hereby the sole person to whom liability is owed with respect to the Periodic Payments, within the meaning of U.S Treasury Regulation § 1.461-4(g)(1)(ii).
3. Assignor hereby assigns the liability to make the Periodic Payments to the Assignee and the Assignee hereby assumes the Assignor's liability to make the Periodic Payments.
  - a. The Assignee's liability to make the Periodic Payments is no greater than that of the Assignor immediately preceding this Agreement.
  - b. Assignee is not required to and will not set aside specific assets to secure the Periodic Payments.
4. Assignor hereby agrees to pay the Assignee such good and valuable consideration as is described on Attachment C to the Release as the Structured Settlement Amount ("Payment"). By virtue of the Payment and the Assignee's assumption of the liability to make the Periodic Payments, the Assignor is released and discharged from any further liability to the Assignee or the Claimant with respect to the Periodic Payments.
5. In the event that the Release is declared terminated by a court of law with proper jurisdiction, this Agreement shall terminate; upon termination of this Agreement, (a) the Assignee, the Assignor, the Trustee and Directed Trustee of the *Deepwater Horizon* Economic and Property Damages Settlement Trust, and BP (which, for purposes of this Agreement, shall have the same meaning as under the Release) shall have no liability to make the Periodic Payments to the Claimant, and (b) Claimant irrevocably gives up any right, under any circumstances, to seek the Periodic Payments from the Assignee, the Assignor, the Trustee and Directed Trustee of the *Deepwater Horizon* Economic and Property Damages Settlement Trust, or BP. The Assignee shall then assign ownership of any United States Government Obligations purchased hereunder to the Assignor or, if the Assignor has been terminated, to BP Exploration & Production Inc.
6. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the Claimant, the Assignor, and the Assignee and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.

**Assignor: *Deepwater Horizon*  
Economic and Property Damages  
Settlement Trust**

By: \_\_\_\_\_

Title: Trustee

**Assignee: Treasury Funded  
Structured Settlement  
International (TFSS-I)**

By: \_\_\_\_\_

Title:

**Claimant:**

By: \_\_\_\_\_

Title:

**Addendum No. 1**  
**Description of Periodic Payments**

Payee: *(Claimant)*

*(Insert benefit schedule)*

Claimant understands and agrees that the Periodic Payments shown above are illustrative and based on the rates of the applicable United States government obligations as of the date of the quote obtained by the Court-approved structured settlement broker, and that the value of these United States government obligations fluctuates on a daily basis. Actual Periodic Payments to be paid to the Claimant shall not be fixed until the United States government obligations are purchased by the Assignee to fund its obligation to make Periodic Payments to the Claimant. Claimant understands and agrees that actual Periodic Payments shall be adjusted either upward or downward based on the value of the United States government obligations purchased, so that the total cost to the Settlement Trustee for the Periodic Payments is equal to the Structured Settlement Amount (listed on Attachment C to the Individual Release). The Assignee shall notify the Settlement Trustee and the Claimant of the applicable schedule of Periodic Payments no later than the next business day after the Assignee's purchase of the United States government obligations used to fund the Assignee's obligations to make Periodic Payments to the Claimant, and such schedule of Periodic Payments shall be attached to, and deemed incorporated into, this Non-Qualified Assignment and Release Agreement.

**Initials**

Assignor: \_\_\_\_\_

Assignee: \_\_\_\_\_

Claimant: \_\_\_\_\_