

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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

BP P.L.C.,

Defendant.

CIVIL ACTION No. 2:12-CV-2774

SECTION: J (1)

JUDGE BARBIER

MAG. JUDGE SHUSHAN

DISTRIBUTION PLAN

I. OVERVIEW

1. This Distribution Plan (the “Plan”) was developed by the Securities and Exchange Commission (the “SEC”) in accordance with practices and procedures customary in Fair Fund administrations. This Plan provides for the distribution of the remaining Fair Fund in this proceeding (the “Fair Fund”).

2. As described more specifically below, the Plan seeks to compensate ordinary shareholders who were harmed by Defendant’s violations.¹ As calculated using the methodology detailed in the Plan of Allocation (attached as Exhibit A), investors will be compensated for their losses on BP ordinary shares that were purchased on the London Stock Exchange, the Frankfurt Börse, or other exchanges outside the United States (the “Securities”) between April 26, 2010, and May 26, 2010, inclusive of both dates (the “Relevant Period”).

3. The SEC has custody of the Fair Fund and shall retain control of the assets of the Fair Fund. The Court retains jurisdiction over its implementation.

II. BACKGROUND

4. On November 15, 2012, the SEC commenced an action alleging that Defendant made material misrepresentations and omitted material information known to BP regarding the rate at which oil was flowing into the Gulf of Mexico as the result of the April 20, 2010 explosion on the offshore oil rig Deepwater Horizon. Deepwater Horizon was leased and operated by a BP subsidiary in the Macondo Prospect in the Gulf of Mexico.²

5. BP agreed to settle the SEC’s charges and consented to the entry of a Final Judgement. On November 15, 2012, the Court entered the SEC’s Notice of Stipulation and Consent of BP in which BP agreed to pay all costs incurred under any plan for the distribution of a civil

¹ Dkt. 5, Judgment against BP.

² *Id.*

penalty, including but not limited to all fees and expenses of any Court-appointed distribution agent, Court-appointed tax administrator, and/or experts retained, up to and including an amount not to exceed \$25 million.³

6. The Court entered a Final Judgement against BP on December 10, 2012, enjoining BP from future violations of the federal securities laws and ordering BP to pay a civil penalty in the amount of \$525 million.⁴ The total civil penalty was paid to the SEC in three yearly installments and the balance of funds are currently invested in an SEC-designated account at the United States Department of the Treasury. BP also paid \$606,333.31 in post-judgment interest.

7. On January 23, 2013, Damasco & Associates LLP (“Damasco”) was appointed as Tax Administrator.⁵ By Order dated February 12, 2014, the Court created a Fair Fund (the “Fair Fund”) pursuant to Section 308(a) of Sarbanes-Oxley, as amended, to return funds to injured investors. Any investment fees are being paid by the Fair Fund. Also in this Order, the Court appointed RCB Fund Services, LLC (“RCB”) to serve as the Distribution Agent to oversee all aspects of the administration and distribution of the Fair Fund in accordance with the terms of a distribution plan to be approved by the Court, and in coordination with the SEC staff.⁶ On February 3, 2016, the Court approved a Distribution Plan governing the distribution of the Fair Fund to ADS holders.⁷

8. Pursuant to the Distribution Plan, and as directed in the Order to Transfer Funds for Distribution, the Distribution Agent commenced the distribution of the Fair Fund in September 2018 to investors who suffered losses as a result of transactions in BP American Depository Shares (“ADS”), which were traded on the New York Stock Exchange, during the Relevant Period. The Distribution Agent issued payments to 37,084 Eligible Claimants via check or wire totaling \$473,991,524.47. These distribution payments were made in accordance with the Plan of Allocation detailed in the Distribution Plan, and amounted to 100% of each Eligible Claimant’s Eligible Loss Amount. As a result of the Distribution Agent’s extensive outreach campaign, Eligible Claimants cashed payments totaling \$473,353,293.12, which amounts to approximately 99.87% of the amount distributed from the BP Fair Fund.

9. On May 1, 2020, the Court approved the Distribution Agent to distribute a second tranche of funds to 846 Eligible Claimants who traded in ADS shares.⁸ The second tranche was made up of two populations of Eligible Claimants that filed claims with the Fair Fund after the

³ Dkt. 2-1, Consent of Defendant BP p.l.c.

⁴ Dkt. 5, Final Judgment as to Defendant BP p.l.c.

⁵ Dkt. 11, Order to Appoint Tax Administrator. As of October 1, 2016, Damasco became a part of Miller Kaplan Arase LLP. The firm’s engagement with the SEC is not impacted, nor is there any anticipated impact on the firm’s ability to carry out its duties as Tax Administrator in this case.

⁶ Dkt. 28, Order to Establish a Fair Fund and to Appoint a Distribution Agent.

⁷ Dkt. 37, Order Approving a Distribution Plan for the Fair Fund.

⁸ Dkt. 44, Order to Transfer Funds for Distribution

Claims Bar Date, and Eligible Claimants that filed claims in a timely manner but failed to remedy deficiencies in their claims until after the distribution process had commenced. The payments to the 846 additional Eligible Claimants totaled \$3,288,230.03.⁹

10. As of May 23, 2023, the Fair Fund has a balance of \$60,317,448.47. The SEC has moved the Court to add the \$606,333.31 post-judgment interest paid by Defendant to the Fair Fund, which, if granted, would bring the Fair Fund balance to \$60,923,821.78. The purpose of this proposed Plan is to conduct a second distribution distributing the remaining funds to ordinary shareholders who traded on the London, Frankfurt, and other exchanges outside the United States during the Relevant Period.

III. DEFINITIONS

As used in this Plan, the following definitions will apply:

11. **“Administrative Costs”** shall mean tax obligations and investment and banking costs to be paid by the Fair Fund.

12. **“Claim Form”** means the form designed by the Distribution Agent, in consultation with the SEC staff, for the filing of claims in accordance with this Plan. The claim form will require, at a minimum, sufficient documentation reflecting any Preliminary Claimant’s purchases of the Securities during the Relevant Period and their dispositions such that eligibility under the Plan can be determined, tax identification and other related information from the Preliminary Claimant as determined necessary by the Distribution Agent in coordination with the Tax Administrator, and a certification that the Preliminary Claimant is not an Excluded Party.

13. **“Claim Status Notice”** means the notice sent by the Distribution Agent within ninety (90) days of the Claims Bar Date to all Preliminary Claimants who submitted a deficient Claim Form. The Claim Status Notice will provide to each Preliminary Claimant whose claim is deficient, in whole or in part, the reason(s) for the deficiency and in the event the claim is denied, the Claim Status Notice will state the reason(s) for such denial. The Claim Status Notice will also notify the Preliminary Claimant of the opportunity to cure any deficiency, request reconsideration, or dispute the determination made by the Distribution Agent and provide instructions regarding what is required to do so.

14. **“Claims Bar Date”** means the date established in accordance with this Plan by which a Preliminary Claimant’s Claim Form must be postmarked or submitted electronically in order to receive consideration under the Plan. The Claims Bar Date shall be one hundred twenty (120) days after the initial mailing of the Plan Notice. Claim Forms submitted by Preliminary Claimants postmarked or received after the Claims Bar Date will not be accepted unless the Distribution Agent is directed to do so by the SEC staff.

15. **“Determination Notice”** shall mean the written notice sent by the Distribution Agent to all Preliminary Claimants who timely submitted a Claim Form notifying the Preliminary Claimant of its eligibility determination. The Determination Notice will further provide each

⁹ Dkt 43 at p. 4-5, ¶ 9-10.

Preliminary Claimant that is determined to be an Eligible Claimant with his, her, or its calculated Recognized Loss. The Determination Notice will constitute the Distribution Agent's final ruling regarding the eligibility status of the claim.

16. **“Distribution Payment”** means a payment from the Fair Fund to a Payee in accordance with the terms of this Plan. Distribution Payments may be converted to currencies other than U.S. Dollars upon request from the Eligible Claimant.

17. **“Eligible Claimant”** means a Preliminary Claimant, who is not an Excluded Party, who submitted a valid Claim Form together with required supporting documentation, and has suffered a Recognized Loss as calculated in accordance with the Plan of Allocation.

18. **“Excluded Party”** shall mean:

- (a) Any Person who served from January 1, 2010 through the end of the Relevant Period as an officer or director of BP, or any subsidiary or affiliate of BP¹⁰ directly involved in the conduct detailed in the Complaint;
- (b) Any employee or former employee of BP or any of its affiliates who has been terminated for cause, or has otherwise resigned, in connection with the conduct described in the Complaint;
- (c) Any Person who, as of the Claims Bar Date, has been the subject of criminal charges related to the conduct detailed in the Complaint, unless and until such defendant is found not guilty in all such criminal actions prior to the Claims Bar Date, and proof of the finding(s) is included in such defendant's timely filed Claim Form;
- (d) The defendant in *SEC v. Keith A. Seilhan*, 2:14-cv-00893-CJB-SS (E.D. LA.);
- (e) Any affiliates, assigns, creditors, heirs, distributees, spouses, parents, children or controlled entities of any of the foregoing Persons or entities described in 18(a) – 18(d);
- (f) The Distribution Agent and those persons assisting the Distribution Agent in its role as Distribution Agent; or
- (g) Any purchaser or assignee of another Person's right to obtain a recovery from the Fair Fund for value; provided, however, that this provision shall not be construed to exclude those Persons who obtained such a right by gift, inheritance, devise or operation of law.

¹⁰ As used herein, “affiliate” shall have the meaning described in Section 101(2) of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*

The Claim Form will require claimants to certify that they are not an Excluded Party. All Excluded Parties will be deemed ineligible to participate in the distribution of the Fair Fund.

19. “**Fair Fund**” means the fund created by the Court pursuant to Section 308(a) of the Sarbanes-Oxley Act of 2002, for the benefit of investors harmed by Defendant’s violations alleged in the Complaint.

20. “**Net Available Fair Fund**” means the Fair Fund, plus any interest or earnings, less Administrative Costs.

21. “**Payee**” means an Eligible Claimant whose distribution amount (inclusive of Reasonable Interest, if any) equals or exceeds the Minimum Distribution Amount and will receive a Distribution Payment equal to his, her or its distribution amount.

22. “**Person**” means natural individuals as well as legal entities such as corporations, partnerships, or limited liability companies.

23. “**Plan Notice**” means a written notice from the Distribution Agent to Preliminary Claimants informing them of the Fair Fund; the Plan and its eligibility requirements; explaining how to submit a claim, including instructions for any online claims process; and how to obtain a copy of the approved Plan and Claim Form by request or from the Fair Fund’s website. The Plan Notice will also be available on the Fair Fund’s website that is maintained by the Distribution Agent.

24. “**Plan of Allocation**” means the methodology used by the Distribution Agent to calculate if a Preliminary Claimant has suffered a Recognized Loss. The Plan of Allocation is attached as Exhibit A.

25. “**Preliminary Claimant**” shall mean a Person, or their lawful successors, identified by the Distribution Agent as having a possible claim to recover from the Fair Fund under this Plan, or a Person who, prior to the Claims Bar Date, submits a claim asserting that he, she, or it has a possible claim to recover from the Fair Fund under this Plan as a result of transactions in the Securities during the Relevant Period.

26. “**Recognized Loss**” means the amount of loss calculated in accordance with the Plan of Allocation.

27. “**Relevant Period**” means the period of time between April 26, 2010 and May 26, 2010, both dates inclusive.

28. “**Securities**” refers to shares of BP ordinary shares listed on the London Stock Exchange (symbol BP), the Frankfurt Börse (symbol BPE), or other exchanges outside the United States during the Relevant Period.

29. “**Summary Notice**” means the notice published in print or internet media that shall include, at a minimum, a statement of the purpose of the Fair Fund and the Plan, the means of obtaining a Plan Notice and Claim Form, and the Claims Bar Date.

30. “**Third-Party Filer**” means a third-party, including without limitation a nominee, custodian, or an intermediary holding in street name, who is authorized to submit and submits a claim(s) on behalf of one or more Preliminary Claimants. Third-Party Filer does not include assignees or purchasers of claims who are excluded from receiving Distribution Payments under paragraph 18(g).

IV. TAX COMPLIANCE

31. The Tax Administrator shall handle the tax obligations of the Fair Fund. The Tax Administrator will be compensated for reasonable fees and expenses by the Defendant pursuant to paragraph 5.

32. The Fair Fund constitutes a Qualified Settlement Fund (“QSF”) under Section 468B(g) of the Internal Revenue Code of 1986, as amended, 26 U.S.C. § 468B(g), and related regulations, 26 C.F.R. §§ 1.468B-1 through 1.468B-5. The Tax Administrator is the administrator of such QSF for purposes of Treas. Reg. § 1.468B-2(k)(3)(I) and shall satisfy the tax-related administrative requirements imposed by Treas. Reg. § 1.468B-2, including, but not limited to

- (a) Obtaining a taxpayer identification number;
- (b) Requesting funds necessary for the timely payment of all applicable taxes, the payment of taxes for which the Tax Administrator has received funds, and the filing of applicable returns; and
- (c) Fulfilling any information reporting or withholding requirements imposed on distributions from the Fair Fund.

V. DISTRIBUTION AGENT

33. The Distribution Agent will be responsible for administering the Fair Fund in accordance with the Plan. This will include, among other things, taking reasonable steps to obtain accurate mailing information for Preliminary Claimants; establishing a website and staffing a call center to address inquiries regarding the Plan; disseminating the Plan Notice; preparing accountings; cooperating with the Tax Administrator appointed by the Court to satisfy any tax liabilities and to ensure compliance with income tax reporting requirements, including but not limited to Foreign Account Tax Compliance Act (FATCA); disbursing the Fair Fund in accordance with this Plan, as ordered by the Court; and researching and reconciling errors and reissuing payments, when possible.

34. To carry out the purposes of this Plan, the Distribution Agent is authorized to make and implement immaterial changes to the Plan upon agreement of the SEC staff. If a change is deemed to be material by the SEC staff, Court approval is required prior to implementation by amending the Plan.

35. The Distribution Agent may extend any procedural deadline contained in the Plan for good cause shown, if agreed upon by the SEC staff.

36. The Distribution Agent is entitled to rely on all outstanding rules of law and Court orders. The Distribution Agent will not be liable to anyone, except the SEC on behalf of the Fair Fund for a pecuniary loss to the Fair Fund, for any action taken or omitted by the Distribution Agent in connection with the Plan and all Preliminary Claimants will have no claims against the Distribution Agent, its employees, agents, and attorneys in connection with the Plan and the administration of the Fair Fund, and will be deemed enjoined from prosecuting or asserting any such claims, except upon a finding by this Court of gross negligence or reckless disregard of duty under this Plan.

37. The Distribution Agent is authorized to enter into agreements with third-parties as may be appropriate or necessary in the administration of the Fair Fund, provided such third-parties are not excluded pursuant to other provisions of this Plan. In connection with such agreements, the third-parties shall be deemed to be agents of the Distribution Agent under this Plan.

38. The Distribution Agent may be removed at any time by the Court, and replaced with a successor. In the event the Distribution Agent decides to resign, it will first give written notice to the SEC staff and the Court of such intention, and such resignation will not be effective until the Court has appointed a successor. The Distribution Agent will then follow such instructions as such successor or the Court provides in turning over management of the Fair Fund.

VI. ADMINISTRATION OF THE FAIR FUND

39. Within sixty (60) days after SEC approval of the Plan, the Distribution Agent shall:

- (a) design and submit a Plan Notice and Claim Form to the SEC staff for review and approval;
- (b) create a mailing and claim database of all Preliminary Claimants based upon information identified by the Distribution Agent;
- (c) run a National Change of Address search to retrieve updated addresses for all records in the database, thereby ensuring the mailing information for Preliminary Claimants is up-to-date;
- (d) email and/or mail a Plan Notice to each Preliminary Claimant identified by the Distribution Agent and to the Distribution Agent's list of banks, brokers, and other nominees in accordance with paragraph 44 below;
- (e) establish and maintain a website devoted solely to the Fair Fund. The Fair Fund's website, located at www.bpfairfund.com, will make available a copy of the approved Plan; provide information regarding the claims process and eligibility requirements for participation in the Fair Fund in the form of frequently asked questions; include in downloadable form, the Claim Form and other related materials; and such other information the Distribution Agent believes will be beneficial to Preliminary Claimants;
- (f) establish and maintain a toll-free telephone number for Preliminary Claimants to call to speak to a live representative of the Distribution Agent

during its regular business hours or, outside of such hours, to hear prerecorded information about the Fair Fund. The toll-free number will be listed on all correspondence from the Distribution Agent to Preliminary Claimants as well as on the Fair Fund's website; and

- (g) establish and maintain a traditional mailing address and an email address which will be listed on all correspondence from the Distribution Agent to Preliminary Claimants as well as on the Fair Fund's website.

40. The Distribution Agent will publish the Summary Notice on the internet and/or in print media acceptable to SEC staff.

41. The SEC staff retains the right to review and approve any material posted on the Fair Fund's website, any material mailed, and any scripts used in connection with any communication with Preliminary Claimants.

42. In all materials that refer to the Claims Bar Date, the filing deadline will be clearly identified with the calendar date, which is one hundred twenty (120) days from the date of the initial mailing of the Plan Notice.

43. The Distribution Agent will promptly provide a Plan Notice to any Preliminary Claimant upon request made via mail, phone, or email prior to the Claims Bar Date.

44. The Distribution Agent will send by mail, email, or other means, the Plan Notice to the Distribution Agent's list of banks, brokers, and other nominees, as well as any other institutions identified during the outreach process, that may have records of trading in the Securities during the Relevant Period on behalf of their clients (collectively, the "Nominees or Custodians"). The Distribution Agent will request that these entities, to the extent that they are record holders for beneficial owners of the Securities, do one of the following within 14 days of their receipt of the Plan Notice:

- (a) notify the respective beneficial owners of the existence of the Fair Fund via email, or by mail if a valid email address is not available, and direct them to the Fair Fund website for additional information and all relevant materials, so that the beneficial owners may timely file a claim. The notice shall also alert the beneficial owners that they must submit a claim to receive compensation, provide the Claims Bar Date, and provide a phone number for the Distribution Agent. If they choose this option, the burden will be on the Nominees or Custodians to ensure notice of the Fair Fund is timely and properly disseminated and accessible to the beneficial owners; and/or
- (b) provide a list of last known names, addresses, and email addresses for all beneficial owners for whom/which they purchased, as the record holder, the Securities during the Relevant Period, so that the Distribution Agent can communicate with the beneficial owners directly. The Nominee or Custodian should contact the Distribution Agent to request a template spreadsheet that can be used to provide the records.

45. Documented reasonable out-of-pocket expenses incurred by the Nominees or the Custodians, which would not have been incurred but for compliance with paragraph 44 above, may be reimbursed from the Fair Fund. The amount of such expenses allowed will be at the discretion of the Distribution Agent, in consultation with the SEC staff. Nominees and Custodians are encouraged to notify their respective beneficial owner clients using email and direct them to the Fair Fund website for additional information and all relevant materials; this is necessary because there is a limit to the expenses that a Fair Fund can reasonably bear. If the Nominee and/or Custodian decide to notify respective beneficial owner clients using mail, the Nominee and/or Custodian must make good faith efforts to update the addresses using commercially available databases, and must avoid sending duplicate notices to the account holders. Unless otherwise determined by the Distribution Agent in consultation with the SEC staff, out-of-pocket expenses based on the following rates will be considered reasonable:

- (a) A maximum of \$0.08 per email consistent with paragraph 44(a) disseminated, and a total maximum cost of \$16,000; or
- (b) A maximum of \$0.06 per Plan Notice mailed, excluding postage, and a total maximum cost of \$12,000. The maximum reimbursement for postage is \$20,000. However, the Nominees or Custodians may request pre-approval for a reimbursement in excess of this maximum, and the Distribution Agent may grant or deny the request at its discretion. No requests for reimbursement in excess of the maximum will be granted without prior authorization; or
- (c) A maximum of \$0.20 per name, address, and email address provided to the Distribution Agent, and a total maximum cost of \$4,000.

In the event that Plan Notices are mailed, the amount of reimbursement for both costs of the Plan Notice and postage will be offset by the number of packages returned to the Distribution Agent, and reimbursement will not be allowed for duplicate notices sent to the same account.

46. The Distribution Agent will attempt to locate any Preliminary Claimant whose mailing is returned as “undeliverable” and will document all such efforts. The Distribution Agent shall use its best efforts to make use of commercially available resources and other reasonably appropriate means to obtain updated addresses in response to “undeliverable” notices, and forward any returned mail for which an updated address is provided or obtained. The Distribution Agent will make available, upon request by the SEC staff, a list of all Preliminary Claimants whose Plan Notices have been returned as “undeliverable” due to incorrect addresses and for which the Distribution Agent has been unable to locate current addresses.

Filing a Claim

47. To avoid being barred from asserting a claim, on or before the Claims Bar Date, each Preliminary Claimant must submit to the Distribution Agent a properly completed Claim Form reflecting such Preliminary Claimant’s claim, together with all required supporting documentation as the Distribution Agent, in its discretion, deems necessary or appropriate to substantiate the claim. Without limitation, this information may include third-party documentary

evidence of purchases of the Securities, their dispositions, and holdings of the Securities at pertinent dates.

48. Electronic claims submission is encouraged. The Plan Notice will include instructions on how Preliminary Claimants can submit their claims electronically via the Fair Fund's website. If using the web-based claim filing option, a Preliminary Claimant must submit his, her, or its claim to the Distribution Agent by 11:59 p.m. on the Claims Bar Date. The Plan Notice will also include instructions for submission of claims if the Preliminary Claimant is unable to submit his, her, or its claim electronically.

49. The burden will be upon the Preliminary Claimant to ensure that his, her, or its Claim Form has been properly and timely received by the Distribution Agent. A Claim Form that is postmarked or otherwise received after the Claims Bar Date will not be accepted unless the deadline is extended by the Distribution Agent for good cause shown, after consultation with the SEC staff.

50. All Claim Forms and supporting documentation necessary to determine a Preliminary Claimant's eligibility to receive a distribution from the Fair Fund under the terms of the Plan must be supported by a declaration executed by the Preliminary Claimant under penalty of perjury under the laws of the United States. The declaration must be executed by the Preliminary Claimant, unless the Distribution Agent accepts such declaration from a Person authorized to act on the Preliminary Claimant's behalf, whose authority is supported by such documentary evidence as the Distribution Agent deems necessary.

51. When submitting claims to the Fair Fund on behalf of its clients, all Third-Party Filers must use the electronic filing template provided by the Distribution Agent in this matter. Third-Party Filers that do not comply with the template and format provided by the Distribution Agent may be rejected. Third-Party Filers must also submit a signed master proof of claim and release, as well as proof of authority to file on behalf of the claimant(s) at the time the electronic file of transactions is submitted. Failure to do so may result in rejection of the claim.

52. Each Third-Party Filer must establish the validity and amount of each claim in its submission. Third-Party Filers must submit such supporting documentary evidence of purchases, dispositions, and holdings of the Securities as the Distribution Agent deems necessary or appropriate to substantiate each individual claim. Without limitation, this includes the complete name of the Preliminary Claimant (beneficial account owner) and its TIN (for individuals) or EIN (for companies), sufficient contact information to confirm the identity of the beneficial owner, and documentation from the original bank, broker or other institution of purchases and dispositions of the Securities (account statements, confirmations and other documentation of purchases and dispositions), as well as holdings of the Securities on pertinent dates. Documentation generated by the Third-Party Filer as well as affidavits in lieu of supporting documentation will not be accepted unless, for good cause, the Distribution Agent determines it acceptable. The Distribution Agent will have the right to request, and the Third-Party Filer will have the burden of providing to the Distribution Agent, any additional information and/or documentation deemed necessary by the Distribution Agent to substantiate the claim(s) contained in the submission. Documentation from a Third-Party Filer that is not acceptable to the Distribution Agent will result in rejection of the affected claim(s). The determination of the Distribution Agent to reject a claim for insufficient

documentation, as reflected on the Determination Notice, is final and within the discretion of the Distribution Agent.

53. The receipt of Securities by gift, inheritance, devise, or operation of law will not be deemed to be a purchase of Securities, nor will it be deemed an assignment of any claim relating to the purchase of such Securities unless specifically so provided in the instrument of inheritance. The recipient of Securities as a gift, inheritance, devise or by operation of law will be eligible to file a Claim Form and participate in the distribution of the Fair Fund to the extent the original purchaser would have been eligible under the terms of the Plan. Only one claim may be submitted with regard to the same transactions in Securities, and in cases where duplicative claims are filed by the donor and donee, the donee claim will be honored, assuming it is supported by proper documentation.

54. Claims on behalf of a retirement plan covered by Section 3(3) of ERISA, 29 U.S.C. § 1002(3), which do not include Individual Retirement Accounts and such plan's participants, are properly made by the administrator, custodian, or fiduciary of the plan and not by the plan's participants. Claims by the plan's participants relating to shares of the Securities purchased and/or acquired through the plan will be rejected. The Distribution Agent will distribute any payments on such claims directly to the administrator, custodian, or fiduciary of the retirement plan. The custodian or fiduciary of the retirement plan will distribute any payments received in a manner consistent with its fiduciary duties and the governing account or plan provisions.

55. The Preliminary Claimant has the burden of notifying the Distribution Agent of a change in his, her or, its current address and other contact information, and ensuring that such information is properly reflected on the Distribution Agent's records.

Review of Claims and Deficiency Process

56. The Distribution Agent will review all claim submissions and determine the eligibility of each Preliminary Claimant to participate in the Fair Fund by reviewing claim data and supporting documentation (or the lack thereof) and verifying the claim. Each Preliminary Claimant will have the burden of proof to establish the validity and amount of his, her, or its claim. The Distribution Agent will have the right to request, and the Preliminary Claimant will have the burden of providing to the Distribution Agent, any additional information and/or documentation deemed relevant by the Distribution Agent.

57. The Distribution Agent will provide a Claim Status Notice within ninety (90) days of the Claims Bar Date to each Preliminary Claimant who has filed a deficient Claim Form with the Distribution Agent. The Claim Status Notice will provide to each Preliminary Claimant whose claim is deficient, in whole or in part, the reason(s) for the deficiency (*e.g.*, failure to provide required information or documentation). In the event the claim is denied, in whole or in part, the Claim Status Notice will state the reason(s) for such denial. The Claim Status Notice will also notify the Preliminary Claimant of the opportunity to cure any deficiency, request reconsideration, or dispute the determination made by the Distribution Agent and provide instructions regarding what is required to do so.

58. Any Preliminary Claimant with a deficient claim will have thirty (30) days from the date of the Claim Status Notice to cure any deficiencies identified in the Claim Status Notice.

59. Any Preliminary Claimant seeking reconsideration of a denied claim must advise the Distribution Agent in writing within thirty (30) days of the date of the Claim Status Notice. All requests for reconsideration must include the necessary documentation to substantiate the basis upon which the Preliminary Claimant is requesting reconsideration of his, her, or its claim.

60. The Distribution Agent will have the authority, in its sole discretion, to waive technical claim deficiencies and approve claims on a case-by-case basis, or in groups of claims. All determinations made by the Distribution Agent in accordance with the Plan in any dispute, request for reconsideration, or request to cure a deficient claim will be final and not subject to appeal.

Claims Eligibility Determination

61. After completion of the deficiency and reconsideration processes, the Distribution Agent will complete all claims determinations and send a Determination Notice to all Preliminary Claimants who timely submitted a Claim Form notifying the Preliminary Claimant of its eligibility determination. The Determination Notice will further provide to each Preliminary Claimant that is determined to be an Eligible Claimant with his, her, or its calculated Recognized Loss. The Determination Notice will constitute the Distribution Agent's final ruling regarding the eligibility status of the claim.

62. The Distribution Agent may consider disputes of an Eligible Claimant's Recognized Loss calculation, if presented in writing to the Distribution Agent within thirty (30) days of the date of the Determination Notice. The Distribution Agent will consult with SEC staff as appropriate. The Distribution Agent will notify the Eligible Claimant, in writing, of its calculation of the Eligible Claimant's Recognized Loss after considering the dispute. This notice will constitute the Distribution Agent's final ruling regarding the loss calculations for the claim.

Third-Party Review

63. After the Distribution Agent has completed the process of analyzing the claims and determining claim amounts in accordance with the Plan, and prior to the distribution of any funds, the Distribution Agent will engage an independent, third-party firm, not unacceptable to SEC staff, to perform a set of agreed upon procedures, review a statistically significant sample of claims and ensure accurate and comprehensive application of the Plan of Allocation. The Distribution Agent will communicate the results of the review to SEC staff together with any written analysis or reports related to the review, and, upon request, will make the firm available to the SEC staff to respond to questions concerning the review.

Establishment of a Reserve

64. Before determining the amount of funds available for distribution and calculating each Payee's Distribution Payment, the Distribution Agent, in conjunction with the Tax Administrator, will establish a reserve to pay anticipated taxes and to accommodate any unexpected expenditures (the "Reserve").

65. After all disbursements and Administrative Costs are paid, any remaining amounts in the Reserve will become part of the Residual described in paragraph 91 below.

Preparation of the Payment File

66. Within sixty (60) days following the date of the Determination Notices described above in paragraphs 12 and 61 above, the Distribution Agent will compile and send to the SEC staff the Payee information, including the name, address, calculated Recognized Loss, and the amount of the Distribution Payment for all Payees (the "Payee List"). The Distribution Agent will also provide a Declaration to the SEC staff, representing that the Payee List: (a) was compiled in accordance with the approved Plan; (b) is accurate as to Payees' names, addresses, Recognized Losses and amounts of their Distribution Payment; (c) includes the number of Payees compensated; (d) the percentage of the Payee's Recognized Loss being compensated by the disbursement from the Fair Fund, and if applicable, the total percentage to include all prior disbursements; (e) the total amount of funds to be disbursed; and (f) provides all information necessary to make a payment to each Payee.

The Escrow Account

67. Prior to the disbursement of funds from the Net Available Fair Fund, the Distribution Agent will establish an escrow account (the "Escrow Account") with a United States commercial bank that is a well-capitalized financial institution as defined by the Federal Reserve Act, Subpart D, 12 C.F.R. 208.43 and that is not unacceptable to the SEC staff (the "Bank"), pursuant to an escrow agreement (the "Escrow Agreement") to be provided by SEC staff.

68. The Distribution Agent, pursuant to the Escrow Agreement, shall also establish with the Bank a separate deposit account (*e.g.* controlled distribution account, managed distribution account, linked checking and investment account) (the "Distribution Account"), insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC pass through limit. The Distribution Account shall be linked with the Escrow Account and shall be named, and records maintained, in accordance with the Escrow Agreement.

69. During the term of the Escrow Agreement, the portions of the Fair Fund transferred to the Escrow Account (the "Escrow Property"), shall be invested and reinvested in short-term U.S. Treasury securities backed by the full faith and credit of the United States Government or an agency thereof. The investment shall be of a type and term necessary to meet the cash liquidity requirements for payments to Payees, tax obligations, and/or fees of the Tax Administrator and/or Distribution Agent, including investment or reinvestment in a bank account insured by the FDIC up to the guaranteed FDIC limit, or in money market mutual funds registered under the Investment Company Act of 1940 that invest 100% of their assets in direct obligations of the United States Government.

70. The Distribution Agent shall provide duplicate original bank and/or investment statements on any accounts established by the Distribution Agent to the Tax Administrator on a monthly basis and shall assist the Tax Administrator in obtaining mid-cycle statements, as necessary.

71. The Distribution Agent shall deposit or invest funds in the Escrow and Distribution Accounts so as to result in the maximum reasonable net return, taking into account the safety of such deposits or investments. In consultation with SEC staff, the Distribution Agent shall work with the Bank on an ongoing basis to determine an allocation of funds between the Escrow and Distribution Account.

72. All interest, dividends, and/or income earned by the Escrow Property will accrue for the benefit of the Escrow Property. All Administrative Costs associated with the Escrow and Distribution Accounts will be the responsibility of the Distribution Agent, who may be reimbursed for said costs as provided in this Plan. No such Administrative Costs may be paid to the Bank, its agents, and/or its affiliates from the Escrow Property.

Distribution of the Fair Fund

73. The Distribution Agent will seek to distribute the Net Available Fair Fund to all Payees only after all Claim Forms have been processed and all Preliminary Claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to contest or cure pursuant to the procedures set forth herein.

74. Upon the SEC staff's receipt, review, and acceptance of the Payee List and Declaration from the Distribution Agent, the SEC will petition the Court for authority to disburse funds from the Net Available Fair Fund to the Bank in accordance with the Payee List for distribution by the Distribution Agent in accordance with the Plan. The Payee List shall, upon request, be made available to the Court under seal. All disbursements will be made pursuant to a Court Order.

75. Upon issuance of an order to disburse by this Court, the SEC staff will direct the transfer of funds in accordance with the Payee List to the Bank. The Distribution Agent will then use its best efforts to commence mailing Distribution Payment checks and/or effect wire transfers, or otherwise issue Distribution Payments within ten (10) business days of the release of the funds into the Escrow Account. All efforts will be coordinated to limit the time between the Escrow Account's receipt of the funds and the issuance of Distribution Payments.

76. All Distribution Payments will be issued by the Distribution Agent from the Distribution Account. All checks will bear a stale date of one hundred twenty (120) days from the date of issuance. Checks that are not negotiated by the stale date will be voided, and the Bank will be instructed to stop payment on those checks. A Payee's claim will be extinguished if he, she, or it fails to negotiate his, her, or its check by the stale date, and the funds will remain in the Fair Fund, except as provided in paragraphs 84 through 86.

77. All Distribution Payments will be preceded or accompanied by a communication that includes, as appropriate: (a) a statement characterizing the distribution; (b) a statement that the tax treatment of the distribution is the responsibility of each Payee and that the Payee should consult his, her, or its tax advisor for advice regarding the tax treatment of the distribution; (c) a statement that checks will be void and cannot be reissued after one hundred twenty (120) days from the date the original check was issued; and (d) contact information for the Distribution Agent for questions regarding the Distribution Payment. The letter or other mailings to Payees

characterizing a Distribution Payment will be submitted to the Tax Administrator and SEC staff for review and approval.

78. All Distribution Payments, either on their face or in the accompanying mailing, will clearly indicate that the money is being distributed from the Fair Fund established by the Court to compensate investors for harm as a result of securities law violations.

79. Distribution Payments must be made by check or electronic payment payable to the Payee (the beneficial account owner). A Third-Party Filer shall not be the payee of any Distribution Payment check or electronic Distribution Payment. Any other payment arrangement must be discussed with the Distribution Agent in consultation with the SEC staff and must be authorized by the Payee. Compensation to a Third-Party Filer for its services may not be paid or deducted from the Distribution Payment.

80. If, after discussion with the Distribution Agent in consultation with the SEC staff, and authorization by the Payee(s), a Distribution Payment is to be made to a Third-Party Filer to distribute to the Payee(s), the Third-Party Filer will be required to complete a certification, which will require them, at a minimum, to attest that any distribution to the custodian, trustee, or investment professional representing multiple potentially eligible beneficial owners will be allocated for the benefit of current or former pooled investors and not for the benefit of management. The certification form will be available on the Fair Fund website and upon request from the Distribution Agent. All such Third-Party Filers must have an auditable mechanism available to the Distribution Agent and the SEC staff to confirm that each Payee received the Distribution Payment directed to them.

81. The submission of a Claim Form and the receipt and acceptance of a Distribution Payment by a Payee is not intended to be a release of a Payee's rights and claims against any party.

82. Electronic or wire transfers may be utilized at the discretion of the Distribution Agent to transfer approved Distribution Payments. Wire transfers will be initiated by the Distribution Agent using a two-party check and balance system, whereby completion of a wire transfer will require an authorization by two members of the Distribution Agent's senior staff.

83. At the discretion of the Distribution Agent, certain costs that were not factored into the Reserve, such as bank fees for the return of a payment, may reduce the Payee's Distribution Payment. In such situations, the Distribution Agent will immediately notify the Tax Administrator of the reduction in the Distribution Payment.

Post Distribution; Handling of Returned or Uncashed Checks; and Reissues

84. The Distribution Agent shall use its best efforts to make use of commercially available resources and other reasonably appropriate means to locate all Payees whose checks are returned to the Distribution Agent as "undeliverable." If new address information becomes available, the Distribution Agent will repackage the distribution check and send it to the new address. If new address information is not available after a diligent search (and in no event no later than one hundred twenty (120) days after the initial mailing of the original check) or if the distribution check is returned again, the check shall be voided and the Distribution Agent shall instruct the issuing financial institution to stop payment on such check. If the Distribution Agent

is unable to find a Payee's correct address, the Distribution Agent, in its discretion, may remove such Payee from the distribution and the allocated Distribution Payment will remain in the Fair Fund for distribution, if feasible, to the remaining Payees.

85. The Distribution Agent will reissue checks to Payees upon the receipt of a valid, written request from the Payee prior to the initial stale date. In cases where a Payee is unable to endorse a Distribution Payment check as written (*e.g.*, name changes, IRA custodian changes, or recipient is deceased) and the Payee or a lawful representative requests the reissuance of a Distribution Payment check in a different name, the Distribution Agent will request, and must receive, documentation to support the requested change. The Distribution Agent will review the documentation to determine the authenticity and propriety of the change request. If, in the discretion of the Distribution Agent, such change request is properly documented, the Distribution Agent will issue an appropriately redrawn Distribution Payment to the requesting party. Reissued checks will be void one hundred twenty (120) days from the reissuance, and in no event will a check be reissued after one hundred twenty (120) days from the date of the original issuance without the approval of SEC staff.

86. The Distribution Agent will make reasonable efforts to contact Payees who have failed to negotiate their Distribution Payment check and take appropriate action to follow up on the status of uncashed checks at the request of SEC staff. The Distribution Agent may reissue such checks subject to the time limits detailed herein.

Administrative Costs

87. The Distribution Agent will be entitled to reasonable administrative fees and expenses in connection with the administration and distribution of the Fair Fund (including any such fees and expenses incurred by agents, consultants, or third-parties retained by the Distribution Agent in furtherance of its duties). The Distribution Agent will invoice all fees and expenses for the administration and distribution of the Fair Fund on a quarterly basis directly to the Defendant, pursuant to the Court's Order appointing a Distribution Agent.¹¹ The Distribution Agent will provide copies of its invoices to the Commission staff.

88. Pursuant to the Court's Order entered on January 23, 2013, the Tax Administrator will invoice all taxes owed by the Fair Fund directly to SEC staff. Once SEC staff has reviewed and approved of the payment of the invoice(s) for taxes, SEC staff will direct the Distribution Agent to pay those taxes from the Fair Fund without further Court Order.¹²

89. Pursuant to the Court's Order entered on January 23, 2013, the Tax Administrator will invoice all and fees and expenses for the administration of the Fair Fund directly to the Defendant. The Defendant is responsible for the payment of all Tax Administrator fees and

¹¹ Dkt. 28, Order to Establish a Fair Fund and to Appoint a Distribution Agent.

¹² Dkt. 11, Order to Appoint Tax Administrator, par. 3.

expenses for the administration of the Fair Fund.¹³ The Tax Administrator will provide copies of its invoices to the Commission staff.

Disposition of Undistributed Funds

90. If funds remain and payment of all Administrative Costs have been completed, the Distribution Agent, in consultation with the SEC staff, may seek subsequent distribution(s) of any available remaining funds. All subsequent distributions shall be made in a manner that is consistent with this Plan and pursuant to a Court Order.

91. A residual within the Fair Fund will be established for any amounts remaining after the final disbursement to Payees from the Fair Fund (the “Residual”). The Residual may include funds from, among other things, amounts remaining in the Reserve, distribution checks that have not been cashed, checks or electronic payments that were not delivered or returned to the SEC, tax refunds for overpayment or for waiver of IRS penalties.

92. All funds remaining in the Residual that are infeasible to distribute to investors will be returned to the SEC and held pending a final accounting.

Filing of Reports and Accountings

93. The Distribution Agent shall provide to SEC staff and file with the Court, a progress report, pursuant to and in a format to be provided by SEC staff, within forty-five (45) days of Court approval of this Plan, and shall provide additional progress reports within twenty (20) days after the end of every quarter thereafter, and a final report when its duties are completed.

94. The progress reports shall inform the Court and the SEC staff of the activities and status of Fair Fund during the relevant reporting period, and once funds are transferred to the Bank it will specify, at a minimum: (a) the location of the account(s) comprising the Fair Fund; and (b) an interim accounting of all monies in the Fair Fund as of the most recent month-end, including the value of the account(s), all monies earned or received into the account(s), funds distributed to Payees, and any monies expended from the Fair Fund to satisfy any fees, costs, taxes and other expenses incurred in the implementation of this Plan.

95. Upon completion of all distributions to Payees and payment of all Administrative Costs, pursuant to the procedures described above, the Distribution Agent will submit to the SEC staff a final accounting, on a standardized form provided by the SEC staff. The Distribution Agent will also submit a report to the SEC staff containing the final distribution statistics regarding distributions to individuals and entities, and such other information requested by the SEC staff. The final accounting report will include a recommendation as to the disposition of the Residual, consistent with *Liu v. SEC*, 140 S. Ct. 1936 (2020) and Section 21(d)(7) of the Exchange Act, 15 U.S.C. § 78u(d)(7).¹⁴ If distribution of the Residual to investors is infeasible, the SEC may

¹³ *Id.* at par. 4.

¹⁴ Section 21(d)(7) was added to the Exchange Act by Section 6501(a) of the National Defense Authorization Act for Fiscal Year 2021, Pub. L. No. 116-283, enacted January 1, 2021. The relevant provisions of the NDAA apply “to any

recommend the transfer of the Residual to the general fund of the U.S. Treasury subject to Section 21F(g)(3) of the Exchange Act.¹⁵

Receipt of Additional Funds

96. Should any additional funds be received pursuant to SEC or Court order, agreement, or otherwise, prior to the Court's termination of the Fair Fund, such funds will be added to the Fair Fund and distributed, if feasible, in accordance with the Plan.

Wind-down and Document Retention

97. The Distribution Agent will shut down the website, P.O. Box, and customer service telephone line(s) established specifically for the administration of the Fair Fund six (6) months after the transfer of any remaining funds to the SEC, or at such earlier time as the Distribution Agent determines with the concurrence of the SEC staff.

98. The Distribution Agent will retain all materials submitted by Preliminary Claimants in either paper or electronic form for a period of six (6) years from the date of approval of a final fund accounting. Materials maintained in electronic form must be accessible and readable for the duration of retention. Pursuant to the SEC staff's direction, the Distribution Agent will either turn over to the SEC or destroy all materials, including documents in any media, upon expiration of this period.

Termination of the Fair Fund

99. If funds remain following the initial distribution, the Distribution Agent, in consultation with the Commission staff, may seek subsequent distribution(s) of any remaining funds. All subsequent distributions shall be made consistent with this Plan and pursuant to the Court's order.

100. A residual will be established for any amounts remaining after the final disbursement to Payees from the Fair Fund and the payment of all Administrative Costs (the "Residual"). The Residual may include funds from, among other things, amounts remaining in the Reserve, distribution checks that have not been cashed, checks that were not delivered or were returned to the Commission, and tax refunds received due to the Fair Fund's overpayment of taxes or for waiver of IRS penalties.

101. Once the Distribution Agent, in consultation with the Commission staff, deems further distribution of the Fair Fund to investors infeasible, the Distribution Agent will direct any

action or proceeding that is pending on, or commenced on or after, the date of" the NDAA's enactment. NDAA, Section 6501(b).

¹⁵ Section 21F(g)(3) of the Exchange Act, 15 U.S.C. §78u-6(g)(3), provides, in relevant part, that any monetary sanction of \$200 million or less collected by the SEC in any judicial action brought by the SEC under the securities laws that is not added to a disgorgement fund or Fair Fund or otherwise distributed to victims, plus investment income, shall be deposited or credited into the SEC Investor Protection Fund.

uncashed Distribution Payments to be voided, and return any funds remaining in the Escrow and Deposit Accounts to the SEC to become part of the Residual.

102. All funds remaining in the Residual that are infeasible to distribute to investors will be held by the Commission pending a final accounting. Upon completion of the final accounting, the SEC staff will file a motion with this Court to approve the final accounting, which will include a recommendation as to the final disposition of the Residual. If distribution of the Residual to investors is infeasible, the SEC staff may recommend the transfer of the Residual to the general fund of the U.S. Treasury subject to Section 21F(g)(3) of the Exchange Act.¹⁶

103. The Fair Fund will be eligible for termination, and the Distribution Agent will be eligible for discharge, after all of the following have occurred (a) a final accounting, in a standard accounting format provided by the SEC staff, has been submitted by the Distribution Agent and approved by the Court; (b) all Administrative Costs have been paid; and (c) the Court has approved the SEC's recommendation as to the final disposition of the Residual.

104. Once the Fair Fund has been terminated, no additional payments will be made whatsoever.

¹⁶ Section 21F(g)(3) of the Exchange Act, 15 U.S.C. § 78u-6(g)(3), provides, in relevant part, that any monetary sanction of \$200 million or less collected by the SEC in any judicial action brought by the SEC under the securities laws that is not added to a disgorgement fund or Distribution Fund or otherwise distributed to victims, plus investment income, shall be deposited or credited into the SEC Investor Protection Fund.

Exhibit A

BP Fair Fund – Ordinary Shareholders Plan of Allocation

Overview

This Plan of Allocation is designed to compensate investors based on their losses on BP ordinary shares traded on the London Stock Exchange, the Frankfurt Börse, or other exchanges outside the United States during the period from April 26, 2010 through May 26, 2010, inclusive of both dates, due to the misconduct of the Defendant.

Preliminary Claimants¹⁷ who did not purchase or acquire shares of the Securities during the Relevant Period or who are an Excluded Party are ineligible to recover under this Plan. A Preliminary Claimant, who suffered a Recognized Loss as a result of transactions in the Securities during the Relevant Period, who submitted a valid Claim Form together with required supporting documentation, and who is not an Excluded Party, will be deemed an Eligible Claimant. If a Preliminary Claimant has transactions on multiple exchanges, the calculations below will be performed separately for transactions on each exchange.

The calculations that follow will be performed in the currency in which the transactions were recorded. Transactions recorded in Great British Pounds (“GBP”) will reference Table A1, while transactions recorded in Euros will reference Table A2. Amounts will be converted to US Dollars (“USD”) after the calculation of the Recognized Loss. For transactions in the Securities conducted on other exchanges outside the United States, the Distribution Agent will determine the appropriate recovery calculations in Euros utilizing Table A2.

All prices mentioned in the calculations exclude all taxes, fees and commissions. Purchases/acquisitions and sales shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

The Relevant Period: The Relevant Period for this Distribution Plan is April 26, 2010 through May 26, 2010, broken into five separate inflation periods to measure investor losses, as reflected in Tables A1 and A2.

Recognized Loss: A Preliminary Claimant’s Recognized Loss will be the sum of the Recognized Loss per Share, as calculated below, on all shares of the Securities purchased or acquired on the exchange during the Relevant Period, less any gain that results from any sales of shares of the Securities on the exchange during the Relevant Period. If the Recognized Loss on the exchange is less than zero (reflecting a gain), the Recognized Loss on the exchange will be \$0.00. If a Preliminary Claimant transacted on multiple exchanges, Recognized Losses on all exchanges will be summed. However, any gain calculated on one exchange will not be applied to offset any Recognized Loss calculated on another exchange. If the sum of Recognized Losses is equal to zero, the Preliminary Claimant will not be eligible to receive a Distribution Payment. All of the following calculations are performed per exchange, and not across all exchanges. Once the

¹⁷ All capitalized terms have the meanings provided in the Definitions section above.

Recognized Loss is calculated per each exchange, the Recognized Losses for all exchanges will be summed.

Method of Allocation: The Distribution Agent will calculate the amount of loss for each share of the Securities purchased or acquired during the Relevant Period (“Recognized Loss per Share”), as well as the amount of gain realized for each sale during the Relevant Period.

For transactions in the Securities during the Relevant Period, a Recognized Loss per Share will be calculated that is equal to the inflation-per-share on the date of purchase minus the inflation-per-share on the date of any sale of the Securities during the Relevant Period. Tables A1 and A2 detail the five inflation periods and their corresponding inflation-per-share amounts.

A Preliminary Claimant will be eligible to receive a Distribution Payment only if the Preliminary Claimant had a Recognized Loss as a result of their transactions in the Securities. All of an investor’s transactions in the Securities during the Relevant Period will be taken into account to determine the Recognized Loss. For example, an investor who purchased shares of the Securities on April 27, 2010 on the London Exchange acquired the shares at a price that was inflated by £1.45 per share. However, an investor who purchased shares of the Securities before the Relevant Period and sold shares of the Securities during the Relevant Period incurred a benefit by selling those shares at an inflated price. In determining eligibility, the Recognized Loss per Share on all transactions in the Securities during the Relevant Period will be totaled.

FIFO Method: A Preliminary Claimant’s Recognized Loss per Share will be determined using the first-in, first-out (“FIFO”) method, under which shares of the Securities sold during the Relevant Period will be matched, in chronological order, first against shares of the Securities held at the beginning of the Relevant Period. Any remaining sales of shares of the Securities during the Relevant Period will be matched, in chronological order, against shares of the Securities purchased during the Relevant Period. Accordingly, the inflation-related proceeds realized from a sale of the Securities during the Relevant Period that were originally purchased prior to the commencement of the Relevant Period will offset any inflation-related losses suffered as a result of any purchases of the Securities made during the Relevant Period.

Acquisitions: The receipt or grant of the Securities by gift, devise, inheritance, or operation of law during the Relevant Period is not considered an eligible purchase if the original purchase did not occur during the Relevant Period.

Options and Derivatives: BP ordinary shares are the only Securities eligible for recovery under this Plan. Option contracts to purchase or sell the Securities are not eligible for recovery under the Plan. With respect to the Securities purchased or sold through the exercise of an option, the purchase/sale date is the exercise date of the call and the assignment date of the put, and the purchase/sale price is the strike price of the call at the time of exercise and the strike price of the put at the time of assignment. Transactions in the Securities during the Relevant Period that are pursuant to, or in connection with, a swap or another derivative will not be eligible for a recovery and will be excluded from the Recognized Loss calculation.

Treatment of Short Sales: For a Preliminary Claimant who held a short position at the beginning of the Relevant Period, purchases of shares during the Relevant Period will be matched, in

chronological order, against the short position until the short position has been exhausted. The Recognized Loss per Share for shares purchased to cover short positions will be calculated in accordance with the five inflation periods and their corresponding inflation-per-share amounts described above. Then the FIFO methodology will be applied to subsequent purchases and sales during the Relevant Period and Recognized Loss per Share will be calculated as above.

Conversion to USD: Each Eligible Claimant's Recognized Loss will be converted to USD by multiplying by the average daily exchange rate during the Relevant Period (1.5098 for GBP and 1.2656 for Euros) and rounded to two decimal places.

Allocation of Funds: If the sum of Recognized Losses of all Eligible Claimants, across all exchanges and converted to USD, is less than the Net Available Fair Fund, each Eligible Claimant's distribution amount will equal his, her or its Recognized Loss, plus "Reasonable Interest" if applicable. If the sum of the Recognized Losses of all Eligible Claimants exceeds the Net Available Fair Fund, each Eligible Claimant's distribution amount will equal his, her or its "Pro Rata Share" of the Net Available Fair Fund (and no Reasonable Interest). In either case, the distribution amount will be subject to the "Minimum Distribution Amount."

Pro Rata Share: A *Pro Rata* Share computation is intended to measure Eligible Claimants' Recognized Losses against one another. An Eligible Claimant's *Pro Rata* Share will be calculated as the ratio of his, her or its Recognized Loss in USD to the sum of Recognized Losses in USD of all Eligible Claimants across all exchanges.

Reasonable Interest: If the Net Available Fair Fund exceeds that necessary to pay all Eligible Claimants their Recognized Losses in full, the Distribution Agent, in consultation with the Commission staff, may include interest in the distribution amount to compensate for the time value of money on Recognized Losses. Reasonable Interest will be calculated using the Short-term Applicable Federal Rate plus three percent (3%), compounded quarterly from the end of the Relevant Period through the approximate date of the disbursement of the funds. If there are insufficient funds to pay Reasonable Interest in full to all Eligible Claimants, Reasonable Interest will awarded on a *pro rata* basis from the excess funds.

Minimum Distribution Amount: The Minimum Distribution Amount will be \$10.00. An Eligible Claimant whose distribution amount, inclusive of Reasonable Interest, if any, is less than the Minimum Distribution Amount will be deemed ineligible to receive a Distribution Payment and his, her or its distribution amount will be reallocated on a *pro rata* basis to Eligible Claimants whose distribution amounts are greater than or equal to the Minimum Distribution Amount.

Payee: An Eligible Claimant whose distribution amount (inclusive of Reasonable Interest, if any) equals or exceeds the Minimum Distribution Amount will be deemed a Payee and will receive a Distribution Payment equal to his, her or its distribution amount.

Examples of the Methodology: Included below are a few basic examples to illustrate the loss calculation methodology and the FIFO application.

Table A1: BP Ordinary Share Price Inflation, London Exchange

Inflation Period	Start Date [1]	End Date [2]	Inflation per Ordinary Share (£)	Inflation per Ordinary Share (\$)
1	4/26/2010	4/28/2010	£1.45	\$2.1892
2 [3]	4/29/2010	5/3/2010	£1.06	\$1.6004
3	5/4/2010	5/20/2010	£0.77	\$1.1625
4	5/21/2010	5/23/2010	£0.58	\$0.8757
5	5/24/2010	5/26/2010	£0.49	\$0.7398
	5/27/2010	forward	£0.00	\$0.0000

Notes:
[1] If the “Start Date” is a trading day, it refers to the opening of the markets on the relevant date.
[2] If the “End Date” is a trading day, it refers to the closing of the markets on the relevant date.
[3] 05/03/2010 was not a trading day on the London Stock Exchange.

Table A2: BP Ordinary Share Price Inflation, Frankfurt Exchange

Inflation Period	Start Date [1]	End Date [2]	Inflation per Ordinary Share (€)	Inflation per Ordinary Share (\$)
1	4/26/2010	4/28/2010	1.68 €	\$2.1262
2	4/29/2010	5/2/2010	1.23 €	\$1.5567
3	5/3/2010	5/20/2010	0.90 €	\$1.1390
4	5/21/2010	5/23/2010	0.68 €	\$0.8606
5	5/24/2010	5/26/2010	0.58 €	\$0.7340
	5/27/2010	forward	0.00 €	\$0.0000

Notes:
[1] If the “Start Date” is a trading day, it refers to the opening of the markets on the relevant date.
[2] If the “End Date” is a trading day, it refers to the closing of the markets on the relevant date.

**Example 1 - London
Exchange**

Transaction Date	Transaction Type	Number of Shares	Inflation Per Share Amount	Infl. Per Share Amt. (USD)
4/25/2010	Beginning Holding	0	£0.00	\$0.0000
4/28/2010	Purchase	100	£1.45	\$2.1892
5/12/2010	Purchase	100	£0.77	\$1.1625
5/22/2010	Sale	100	£0.58	\$0.8757
5/27/2010 Holding	End Holding	100	£0.00	\$0.0000

**FIFO
Calculation**

Shares	Purchase Date	Sale Date	Recognized Loss Per Share
100	4/28/2010	5/22/2010	\$131.35
100	5/12/2010	Held Through 5/26/2010	\$116.25

Recognized Loss Amount \$247.60

**Example 2 - Frankfurt
Exchange**

Transaction Date	Transaction Type	Number of Shares	Inflation Per Share Amount	Infl. Per Share Amt. (USD)
4/25/2010	Beginning Holding	500	0.00 €	\$0.0000
4/30/2010	Purchase	100	1.23 €	\$1.5567
5/2/2010	Sale	100	1.23 €	\$1.5567
5/16/2010	Sale	100	0.90 €	\$1.1390
5/25/2010	Sale	100	0.58 €	\$0.7340
5/27/2010 Holding	End Holding	300	0.00 €	\$0.0000

**FIFO
Calculation**

Shares	Purchase Date	Sale Date	Recognized Loss Per Share
100	Beginning Holding	5/2/2010	-\$155.67
100	Beginning Holding	5/16/2010	-\$113.90
100	Beginning Holding	5/25/2010	-\$73.40

200	Beginning Holding	Held Through 5/26/2010	\$0.00
100	4/30/2010	Held Through 5/26/2010	\$155.67
Recognized Loss Amount			\$0.00

Example 3 - London Exchange

Transaction Date	Transaction Type	Number of Shares	Inflation Per Share Amount	Infl. Per Share Amt. (USD)
4/25/2010	Beginning Holding	500	£0.00	\$0.0000
5/17/2010	Sale	500	£0.77	\$1.1625
5/20/2010	Purchase	500	£0.77	\$1.1625
5/27/2010 Holding	End Holding	500	£0.00	\$0.0000

FIFO Calculation

Shares	Purchase Date	Sale Date	Recognized Loss Per Share
500	Beginning Holding	5/17/2010	-\$581.25
500	40318	Held Through 5/26/2012	\$581.25

Recognized Loss Amount \$0.00

Example 4 - Frankfurt Exchange

Transaction Date	Transaction Type	Number of Shares	Inflation Per Share Amount	Infl. Per Share Amt. (USD)
4/25/2010	Beginning Holding (Short)	(1,000)	0.00 €	\$0.0000
4/28/2010	Short Sale	(1,000)	1.68 €	\$2.1262
4/30/2010	Purchase (Cover)	500	1.23 €	\$1.5567
5/22/2010	Purchase (Cover)	1,500	0.68 €	\$0.8606
5/27/2010 Holding	End Holding	0	0.00 €	\$0.0000

**FIFO
Calculation**

Shares	Opening Transaction Date	Closing Transaction Date	Recognized Loss Per Share
500	Beginning Holding (Short)	4/30/2010 (Cover)	\$778.35
500	Beginning Holding (Short)	5/22/2010 (Cover)	\$430.30
1,000	4/28/2010 (Short)	5/22/2010 (Cover)	-\$1,265.60
Recognized Loss Amount			\$0.00