

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is by and among:

Parish of Plaquemines, Parish of Cameron, Parish of Jefferson, Parish of St. John the Baptist, Parish of Vermilion, and Parish of St. Bernard (collectively “**Plaintiff Parishes**”);

Parish of Iberia, Parish of St. Mary, Parish of Terrebonne, Parish of Lafourche, Parish of St. Charles, and Parish of St. Martin (collectively “**Non-Plaintiff Parishes**”); and together with Plaintiff Parishes constituting the “**Participating Parishes**”);

The State of Louisiana, including all of its component agencies and instrumentalities (the “**State**”); and

Freeport Sulphur Company, Freeport-McMoRan Oil & Gas LLC, McMoRan Oil & Gas LLC, Freeport-McMoRan Energy LLC, McMoRan Exploration LLC, Mosaic Global Holdings Inc., as well as their predecessors, parent companies, subsidiaries, successors, and all of its and their other affiliates (collectively “**the Freeport/Mosaic Parties**”);

each, a “Party” and, collectively, the “Parties,” which stipulate and agree as follows:

WHEREAS, the Plaintiff Parishes, the State, and the Freeport/Mosaic Parties are or could be joined in litigation under La. R.S. 49:214.21 *et seq.*, in the proceedings identified in Exhibit A hereto (“**Litigation**”);

WHEREAS, the Litigation involves historical operations and use of property by certain of the Freeport/Mosaic Parties and others within the jurisdiction of the Participating Parishes in the Louisiana Coastal Zone, as reflected on Exhibit B hereto (“**Jurisdiction of Participating Parishes in the Louisiana Coastal Zone**”);

WHEREAS, the Parties have been engaged in negotiations concerning potential settlement or extra-judicial resolution of the Litigation;

WHEREAS, the Parties desire to utilize this settlement process as a foundation for the creation and administration of a “Coastal Zone Recovery Fund” (the “**Fund**”) dedicated to environmental restoration, coastal protection, remediation, increased resiliency, and economic development within the Participating Parishes consistent with the Conceptual Framework identified in Exhibit C hereto;

WHEREAS, it is the intention of the Parties that the Payments (as defined below) made pursuant to this MOU will fully and finally resolve all potential liability for all claims asserted or that could be asserted by the Participating Parishes, the State, or other defendants in the Litigation arising directly or indirectly from the Freeport/Mosaic Parties’ oil and gas exploration, production, and transportation operations and their sulphur exploration, production, and transportation operations (in both cases, including without limitation all related activities such as canal or other dredging; filling of wetlands; drilling of production,

disposal, or water wells; construction of physical infrastructure; or waste disposal) conducted prior to the date of this MOU within the Jurisdiction of the Participating Parishes in the Louisiana Coastal Zone (collectively, the “**Operations**”). (For the avoidance of doubt, the Operations include activities conducted outside of the Operational Areas defined by the Plaintiff Parishes and the State in the Litigation and identified on Exhibit D (the “**Operational Areas.**”)) It is further the intention of the Parties that none of the Freeport/Mosaic Parties will fund or reimburse, through indemnity, contribution, subrogation, or any other theory, any subsequent settlements or judgments in favor of Plaintiff Parishes or the State against other defendants in the Litigation or any new lawsuits commenced by any of the Participating Parishes or the State asserting similar claims;

WHEREAS, it is also the intention of the Parties that the Payments made pursuant to this MOU will fully and finally resolve the Freeport/Mosaic Parties’ potential liability for claims for damage to property and natural resources that could in the future be asserted by private landowners regarding the Operations that were conducted within the Operational Areas; and

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and the mutual benefits accruing to each Party, the State, the Participating Parishes, and the Freeport/Mosaic Parties agree as follows:

- I. Purpose and Effect. Under this settlement, the Freeport/Mosaic Parties will make Payments in the amounts and at the times to be determined according to the Payment Schedule (as defined below) as a full, final, and complete accord and satisfaction for all actual, alleged, or potential liabilities and damages arising directly or indirectly from the Operations, in whole or in part, including potential liabilities and damages associated with any and all future, changed, or cumulative impacts from such activities (the “**Resolved Liabilities**”). Moreover, as further consideration for such Payments, the Participating Parishes and the State agree not to pursue claims against any other entities or persons for the Resolved Liabilities. The Payments constitute investments in coastal restoration and related projects that are anticipated to generate environmental credits that can be used to repay those investments. It is also the purpose of this settlement to provide a foundation for the creation and administration of the Fund identified in Exhibit C, which the Participating Parishes and the State will establish and dedicate to environmental restoration, coastal protection, remediation, increased resiliency, and economic development within the Jurisdiction of the Participating Parishes in the Louisiana Coastal Zone.
- II. Binding Obligations. When all Parties have executed this MOU and delivered their respective signature pages to the other Parties (such date, the “**Effective Date**”), the obligations set forth herein shall be effective and enforceable according to their terms, including without limitation those terms related to the settlement of the Litigation, the release of claims, Payments, and the creation of the Fund. As part of the implementation of this settlement, the Parties may choose to prepare and execute a more detailed settlement agreement setting forth the obligations among the Parties with regard to the matters addressed herein with more specificity. It is the intention of the Parties that this MOU shall be enforceable by and against the Parties in accordance with its terms whether

or not the Parties enter a supplemental settlement agreement. Accordingly, absent the inclusion in such a settlement agreement of an express statement to the contrary, the negotiation or execution of such a settlement agreement shall not affect the final and binding nature of the obligations of the Parties set forth in this MOU.

III. Settlement Terms.

- A. Payment Obligations. The Freeport/Mosaic Parties agree to make periodic payments not to exceed \$100 million in the aggregate (each, a “**Payment**,” and \$100 million the “**Maximum Payment**”), expressly subject to the preferential payment obligation set forth in the Favored Party Provisions of this MOU (Paragraph III.J.1) and all terms and conditions set forth in the Payment Schedule, in full settlement of the Litigation and all potential liability caused by or arising out of the Resolved Liabilities and to secure indemnity in favor of the Freeport/Mosaic Parties, as described herein, to the full extent permitted by the Louisiana Constitution.
- B. Payment Schedule. Payments shall be made in accordance with, and subject to all terms and conditions contained in, the Payment Schedule attached hereto as Exhibit E (the “**Payment Schedule**”).
- C. Allocation of Payments. All Payments made by the Freeport/Mosaic Parties shall be held in trust for the benefit of the State and Participating Parishes pending passage of legislation to authorize the Fund on a basis that is materially consistent with the Conceptual Framework described in Exhibit C (the “**Enabling Legislation**”). Upon creation of the Fund, all Payments by the Freeport/Mosaic Parties will be allocated to the “Remediation, Restoration and Protection” subaccount as described in Exhibit C, or such subaccount as may be renamed in the Enabling Legislation.
- D. Termination of Payment Obligations. If either (1) the Participating Parishes and the State abandon the effort to seek enactment of the Enabling Legislation, or (2) such Enabling Legislation is not enacted prior to the third anniversary of the Effective Date, then no further Payments will be owed by the Freeport/Mosaic Parties to the Participating Parishes and the State under this MOU (including the Payment Schedule), but all the other requirements of this MOU, including the settlement of the Litigation and the Resolved Liabilities, will remain in full force and effect. If this termination occurs, the Participating Parishes and the State shall keep the initial \$15 million Payment and such amounts shall thereafter be released from trust.
- E. Dismissal of Litigation and Release of Claims. Upon the initial \$15 million Payment by the Freeport/Mosaic Parties, (1) the State and Plaintiff Parishes will immediately deliver to counsel for the Freeport/Mosaic Parties fully executed dismissals of the Freeport/Mosaic Parties from the Litigation with prejudice, which dismissals will be filed only after jurisdiction is finally determined, and (2) the State and each of the Participating Parishes shall pursuant to this MOU irrevocably release the Resolved Liabilities and hereby covenant not to sue the

Freeport/Mosaic Parties or any other entity or person under any legal theory whatsoever, whether under law that now exists or that may exist at any point in the future, regarding environmental impacts allegedly caused by the Operations. For the avoidance of doubt, this release does not apply to any claims that could be asserted by the Participating Parishes or the State alleging liabilities against other defendants other than those arising, in whole or in part, from the Resolved Liabilities.

- F. Creating the Fund.** The Participating Parishes and the State will devote best efforts to the prompt and successful completion of activities to fulfill the obligations under this MOU and to the establishment of the Fund in a manner that is materially similar to that described in Exhibit C, including, but not limited to, the passage of Enabling Legislation and securing all necessary approvals. The Freeport/Mosaic Parties agree to engage in reasonable efforts to assist the Participating Parishes and the State in complying with this requirement.
- G. Stipulation Regarding Orleans Parish.** Orleans Parish is not a party to this MOU. The State and Participating Parishes are not aware of any activities by the Freeport/Mosaic Parties in Orleans Parish that would give rise to a claim under the Louisiana State and Local Coastal Resources Management Act of 1978.
- H. Representation Regarding Coastal Zone Parishes Not Signatory to this MOU.** The following coastal Parishes are not parties to this MOU: Parish of Calcasieu, Parish of Assumption, Parish of St. James, Parish of St. Tammany, Parish of Ascension, Parish of Tangipahoa, Parish of Livingston. As a material inducement to settlement, the Participating Parishes and the State represent that, upon inquiry, those Parishes do not have a legal or factual basis for any claims against the Freeport/Mosaic Parties similar to those made by the Plaintiff Parishes and the State in the Litigation.
- I. Remedies.** After the Effective Date of this MOU, the sole legal or equitable remedy for the Participating Parishes and the State in connection with the Resolved Liabilities or breach of this MOU and for the Freeport/Mosaic Parties for breach of this MOU shall be a contractual claim to enforce the obligations established by this MOU and any subsequently executed settlement agreement. The Parties agree that irreparable damage would occur in the event that any obligation or provision of this MOU were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that (a) any Party shall be entitled to an injunction or injunctions against any other Party to enforce the rights of the Parties afforded in Paragraphs III.C., III.D., III.E., III.J., III.K., III.L., and III.N and to enforce specifically the terms and provisions thereof in any court of competent jurisdiction or before any arbitration panel convened pursuant to Paragraph III.N., this being in addition to any other remedy to which they are entitled at law or in equity and (b) the right of specific enforcement is an integral part of this settlement and without that right, neither the Freeport/Mosaic Parties nor the State or the Participating Parishes would have entered into this MOU. The Parties agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law, inequitable for any reason, or is barred by any applicable principle of sovereign

immunity, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the Parties otherwise have an adequate remedy at law. The Parties agree that any Party seeking an order or injunction to prevent breaches of this MOU and to enforce specifically the terms and provisions of this MOU shall not be required to provide any bond or other security in connection with any such order or injunction.

J. Favored Party Provisions. In recognition of the commitment by the Freeport/Mosaic Parties as the first defendant to settle claims in the Litigation and thus provide the initial investment toward establishing the Fund, the Freeport/Mosaic Parties shall be entitled to the following “favored party” provisions:

1. The Freeport/Mosaic Parties shall receive preferential payment from the sale of environmental credits from the Fund and/or as directed by the Participating Parishes and the State, first, before other defendants in the Litigation, in an amount equal to the full amount of any Payments made by the Freeport/Mosaic Parties, as set forth in Exhibit E. While the Parties recognize that the economic value of environmental credits is driven by market forces that neither Party can control, the Participating Parishes and the State agree to make commercially reasonable efforts to market, sell, and obtain reasonable commercial value in any transactions involving such credits.
2. The Participating Parishes and the State agree that any settlement, whether before or after judgment, with respect to (x) claims against any other defendant in the Litigation (or that defendant’s successor in interest) that in whole or in part resolves any claim asserted in the Litigation, (y) any new lawsuits asserting similar claims, or (z) matters related to the execution of any judgment involving any such claims shall: (i) be in writing; (ii) expressly provide that the settling defendant and its affiliates shall not pursue the Freeport/Mosaic Parties (whether through indemnity, contribution, subrogation, comparative fault, joint and several or solidary liability, contract, tort, or any other legal, contractual, or equitable theory) for the recovery of any payment or other liability such settling other defendant pays or incurs (or is liable to pay or incur) pursuant to the terms of the settlement of the claim between the Participating Parishes and the State and such settling defendant; (iii) expressly provide that such settling defendant represents and warrants that it has not assigned and will not assign any rights to recover for any payment or other liability such settling other party pays or incurs (or is liable to pay or incur) pursuant to the terms of such settlement; and (iv) expressly provide that the Freeport/Mosaic Parties are intended third party beneficiaries of such settling defendant’s agreement not to pursue the Freeport/Mosaic Parties for any recovery arising from any such settlement. The Participating Parishes and the State shall provide the Freeport/Mosaic Parties with reasonable advance notice of any such settlement and the opportunity to review the settlement language implementing the requirements of this Paragraph before that settlement is

executed, but shall not be required to disclose the identity of the settling defendant or any other provisions of such settlement agreement unrelated to the requirements of this Paragraph.

3. The Freeport/Mosaic Parties shall not be responsible for payment of or contribution to attorney fees for the Participating Parishes or the State in connection with the Litigation or this MOU. However, the terms of this MOU may be considered by a court for determining the reasonableness of attorney fees paid by other defendants. *See Rivet v. State Department of Transportation and Development*, 96-145 (La. 9/5/96), 680 So.2d 1154 (“factors to be taken into consideration in determining the reasonableness of attorney fees include: (1) the ultimate result obtained; (2) the responsibility incurred; (3) the importance of the litigation; (4) the amount of money involved; (5) the extent and character of the work performed; (6) the legal knowledge, attainment, and skill of the attorneys; (7) the number of appearances involved; (8) the intricacies of the facts involved; (9) the diligence and skill of counsel; and (10) the court’s own knowledge.”).

K. Indemnity, Contribution, and Enforcement of Future Recovery against Other Parties.

1. The Participating Parishes and the State agree, and shall cause the Fund to agree, to indemnify the Freeport/Mosaic Parties up to the total amount of all Payments made pursuant to this MOU if the Freeport/Mosaic Parties are required to pay additional money as a result of any other defendant in the Litigation obtaining a judgment against any Freeport/Mosaic Party arising from the Resolved Liabilities under any theory of recovery (whether through indemnity, contribution, subrogation, comparative fault, joint and several or solidary liability, contract, tort, or any other legal, contractual, or equitable theory).
2. The Freeport/Mosaic Parties hereby agree to waive any potential claim for contribution against any other defendant in the Litigation, including without limitation any such claim in the Litigation regarding alleged liability for oil and gas operations or other use of land within the Jurisdiction of the Participating Parishes in the Louisiana Coastal Zone, for the recovery of any Payment made pursuant to this MOU. The Freeport/Mosaic Parties agree not to pursue the other defendants in the Litigation (whether through indemnity, contribution, subrogation, comparative fault, joint and several or solidary liability, contract, tort, or any other legal, contractual, or equitable theory) for the recovery of any Payment or other liability that the Freeport/Mosaic Parties are obligated to waive under this MOU. This waiver and covenant not to sue shall become effective with respect to each other defendant in the Litigation when such defendant enters a settlement agreement with a

Participating Parish and the State meeting the requirements of Paragraph III.J.2. and fully resolving its liability for claims in the Litigation. The Freeport/Mosaic Parties represent and warrant that they have not assigned and will not assign any rights to recover for any Payment or other liability covered by the terms of this MOU. The Freeport/Mosaic Parties acknowledge that those other defendants in the Litigation are third party beneficiaries of this obligation of waiver and covenant not to sue.

3. The Participating Parishes and the State agree not to pursue claims against any other entities or persons, including without limitation any other defendants in the Litigation, for the Resolved Liabilities. For those lawsuits identified on Exhibit F, "Lawsuits Originally Brought against the Freeport/Mosaic Parties," the Participating Parishes and the State agree not to execute on any judgment unless one of the following two conditions occur: (1) (a) the judgment or verdict in such lawsuit specifically determines the relative responsibility as between the defendant against which such judgment or verdict is rendered (each, a "**Judgment Debtor**") and the Freeport/Mosaic Parties and (b) the Participating Parishes and State expressly release and agree not to attempt to collect or enforce any portion of such judgment or verdict attributable to the Freeport/Mosaic Parties against any other Judgment Debtor(s), or (2) the Judgment Debtor(s) against which the Participating Parishes or the State has obtained the judgment executes a legally-binding release of its potential claims (whether through indemnity, contribution, subrogation, comparative fault, joint and several or solidary liability, contract, tort, or any other legal, contractual, or equitable theory) against the Freeport/Mosaic Parties consistent with the requirements of Paragraph III.J.2.

L. Landowner Claims. The Fund shall be required to indemnify the Freeport/Mosaic Parties up to \$15,000,000 for any and all judgments against the Freeport/Mosaic Parties by private landowners arising from the Operations in the Operational Areas. The Freeport/Mosaic Parties are not aware of any such asserted claims, with the exception of *Charles W. FASTERLING et al. v. Hilcorp Energy Company, et al.*, 25th Judicial District Court, Plaquemines Parish, Louisiana, Docket No. 61-798, Div. B.

M. Reservation of Rights. The Parties reserve all rights against persons and entities not participating in this MOU, other than as expressly provided herein.

N. Arbitration. The Parties agree that any controversy or claim arising out of or relating to this MOU, or the breach thereof, shall be resolved by arbitration governed by the Federal Arbitration Act. Any such arbitration shall be conducted in New Orleans, Louisiana and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The Parties expressly agree that such arbitration may award specific

performance of any obligation set forth in this MOU against any Party. Judgment on any such award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any future supplemental settlement agreement among the Parties shall also include a dispute resolution clause providing that any controversy or claim arising out of or relating to that settlement agreement, or the breach thereof, shall be settled by arbitration governed by the Federal Arbitration Act, and that any such arbitration shall be conducted in New Orleans, Louisiana and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on any such award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

- O. No Admission of Liability. By entering this MOU, the Freeport/Mosaic Parties do not acknowledge or admit any liability and expressly retain their rights to deny such liability in any future proceeding; while the Freeport/Mosaic Parties expressly deny any such liability, the Parties acknowledge that the Payments made under this MOU should be characterized as restitution, rather than as a fine or penalty for the violation of any law.
- P. Insurance. The Participating Parishes and the State expressly release and agree not to assert any claims that arise, in whole or in part, out of the Operations or the Resolved Liabilities against any insurer, reinsurer, or excess carrier of the Freeport/Mosaic Parties.
- Q. Individuals. The Participating Parishes, the State, and the Freeport/Mosaic Parties expressly agree that the releases, protections, and benefits of this MOU extend to and include their current and former officers, directors, employees, agents and other affiliated individuals, but that such individuals are not personally obligated to perform the requirements set forth in this MOU.

IV. Execution and Interpretative Matters.


- A. Governing Law. This MOU will be governed by the laws of the State of Louisiana.
- B. Form of Execution. This MOU requires a separate execution page for each Participating Parish joined by the State and the Freeport/Mosaic Parties.
- C. Execution in Counterparts. This MOU may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.
- D. Entire Agreement; Amendments. This MOU (including the exhibits, supplements, or amendments) constitutes the entire agreement among the Parties with respect to the subject matter of this MOU. Any amendment, modification, or change to this MOU is void and of no effect unless in writing and executed by all Parties.

- E. Non-waiver. Except as specifically set forth herein, no failure or delay by any Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by any Party of a breach of any term or provision contained herein shall be effective unless in writing and signed by the waiving Party. No consent by any Party to, or waiver of a breach by any Party, whether express or implied, shall be construed to operate as or constitute a consent to waiver of, or excuse of, any other or subsequent or succeeding breach by any Party.
- F. No Presumption against Drafter. The Parties acknowledge that this MOU was negotiated by all Parties represented by counsel. Any rule of construction that would construe the terms of this MOU against any Party as the drafter of this agreement shall not apply to the interpretation of this MOU.
- G. Validity/No Challenge. The Parties represent that each has the authority to enter and be bound by this MOU. The Parties agree and covenant not to challenge the enforceability or validity of this MOU or any of its provisions in any future proceeding.
- H. Third Party Beneficiaries. This MOU shall be binding upon and inure solely to the benefit of each Party, its successors and permitted assigns, and nothing in this MOU, express or implied, is intended to or shall confer upon any entity or person not a party to this MOU any rights, benefits or remedies of any nature whatsoever, other than as specifically set forth in the last sentence of Paragraph III.K.2.

[Signature pages follow this page.]

AGREED AS TO FORM AND SUBSTANCE:

**STATE OF LOUISIANA, DEPARTMENT OF
NATURAL RESOURCES**

By: 
Name: Thomas F. Harris
Date: 2-19-2021

**STATE OF LOUISIANA, ATTORNEY
GENERAL**


By: 
Name: Stephen M. Landry
Date: 3-4-2021

EXHIBIT A

[Follows this page.]

[Exhibit A]

PARISH COASTAL CASES

CASE NAME: PARISH AND DOCKET NO.

- 1 *The Parish of Cameron v. Alpine Exploration, et al* Cameron Parish Docket # 10-19580
 Filed: 02/4/16
- 2 *The Parish of Cameron v. Anadarko E&P Onshore, LLC, et al* Cameron Parish Docket # 10-19578
 Filed: 02/4/16
- 3 *The Parish of Cameron v. Apache Corporation, et al* Cameron Parish Docket # 10-19579
 Filed: 02/4/16
- 4 *The Parish of Cameron v. Atlantic Richfield, et et al* Cameron Parish Docket # 10-19577
 Filed: 02/4/16
- 5 *The Parish of Cameron v. Auster Oil, et al* Cameron Parish Docket # 10-19582
 Filed: 02/04/16
- 6 *The Parish of Cameron v. Ballard Exploration, et al* Cameron Parish Docket # 10-19574
 Filed: 02/4/16
- 7 *The Parish of Cameron v. Bay Coquille, et al* Cameron Parish Docket # 10-19581
 Filed: 2/4/16
- 8 *The Parish of Cameron v. BEPCO, et al* Cameron Parish Docket # 10-19572
 Filed: 2/4/16
- 9 *The Parish of Cameron v. BP America, et al* Cameron Parish Docket # 10-19576
 Filed: 2/4/16

10 *The Parish of Cameron v. Brammer Engineering, et al* Cameron Parish Docket # 10-19573
Filed: 2/4/16

11 *The Parish of Cameron v. Burlington Resources, et al* Cameron Parish Docket # 10-19575
Filed: 2/4/16

12 *The Parish of Jefferson v. Anadarko E&P Onshore, et al* Jefferson Parish Docket #732-772 Div. C
Filed 11/11/13

13 *The Parish of Jefferson v. Atlantic Richfield Co., et al* Jefferson Parish Docket #732-768 Div. N
Filed 11/11/13

14 *The Parish of Jefferson v. Canlan Oil Company, et al* Jefferson Parish Docket #732-771 Div. H
Filed: 11/11/13

15 *The Parish of Jefferson v. Chevron USA, Holdings, Inc., et al* Jefferson Parish Docket #732-769 Div. P
Filed: 11/11/13

16 *The Parish of Jefferson v. Destin , et al* Jefferson Parish Docket #732-770 Div. H
Filed 11/11/13

17 *The Parish of Jefferson v. Equitable Petroleum, et al* Jefferson Parish Docket #732-775 Div. I
Filed 11/11/13

18 *The Parish of Jefferson v. ExxonMobil, et al* Jefferson Parish Docket #732-774 Div. C
Filed 11/11/13

19 *The Parish of Plaquemines v. Apache Oil, et al* Plaquemines Parish Docket #61-000 Div. A
Filed: 11/8/13

20 *The Parish of Plaquemines v. BEPCO, et al* Plaquemines Parish Docket #60-991 Div. A
Filed: 11/8/13

21 *The Parish of Plaquemines v. Campbell, et al* Plaquemines Parish Docket #61-001 Div. B
Filed: 11/8/13

22 *The Parish of Plaquemines v. Casikids, et al* Plaquemines Parish Docket #60-993 Div. B
Filed: 11/8/13

23 *The Parish of Plaquemines v. ConocoPhillips, et al* Plaquemines Parish Docket #60-982 Div B
Filed: 11/8/13

24 *The Parish of Plaquemines v. Devon Energy, et al* Plaquemines Parish Docket #60-995 Div B
Filed: 11/8/13

25 *The Parish of Plaquemines v. Equitable Petroleum, et al* Plaquemines Parish Docket #60-986 Div. A
Filed: 11/8/13

26 *The Parish of Plaquemines v. Exchange Oil & Gas, et al* Plaquemines Parish Docket #60-984 Div. A
Filed: 11/8/13

27 *The Parish of Plaquemines v. Goodrich Petroleum Co., et al* Plaquemines Parish Docket #60-994 Div. A
Filed: 11/8/13

28 *The Parish of Plaquemines v. Great Southern et al* Plaquemines Parish Docket #60-998
Filed: 11/8/13

29 *The Parish of Plaquemines v. Helis Oil & Gas, et al* Plaquemines Parish Docket #60-990 Div. B
Filed: 11/8/13

30 *The Parish of Plaquemines v. HHE Energy Co., et al* Plaquemines Parish Docket #60-983 Div. A
Filed: 11/8/13

31 *The Parish of Plaquemines v. Hilcorp Energy, et al* Plaquemines Parish Docket #60-999 Div. B
Filed: 11/8/13

32 *The Parish of Plaquemines v. June, et al* Plaquemines Parish Docket #60-987 Div. B
Filed: 11/8/13

33 *The Parish of Plaquemines v. Linder Oil Company, et al*
 Plaquemines Parish Docket #60-988 Div. B
 Filed: 11/8/13

34 *The Parish of Plaquemines v. LLOG Exploration, et al*
 Plaquemines Parish Docket #60-985 Div. B
 Filed: 11/8/13

35 *The Parish of Plaquemines v. Northcoast Oil Co., et al*
 Plaquemines Parish Docket #60-992 Div. A
 Filed: 11/8/13

36 *The Parish of Plaquemines v. Palm Energy et al*
 Plaquemines Parish Docket #60-997 Div. B
 Filed: 11/8/13

37 *The Parish of Plaquemines v. Riverwood Production et al*
 Plaquemines Parish Docket #60-989 Div. A
 Filed: 11/8/13

38 *The Parish of Plaquemines v. Rozel Operating, et al*
 Plaquemines Parish Docket #60-996 Div. A
 Filed: 11/8/13

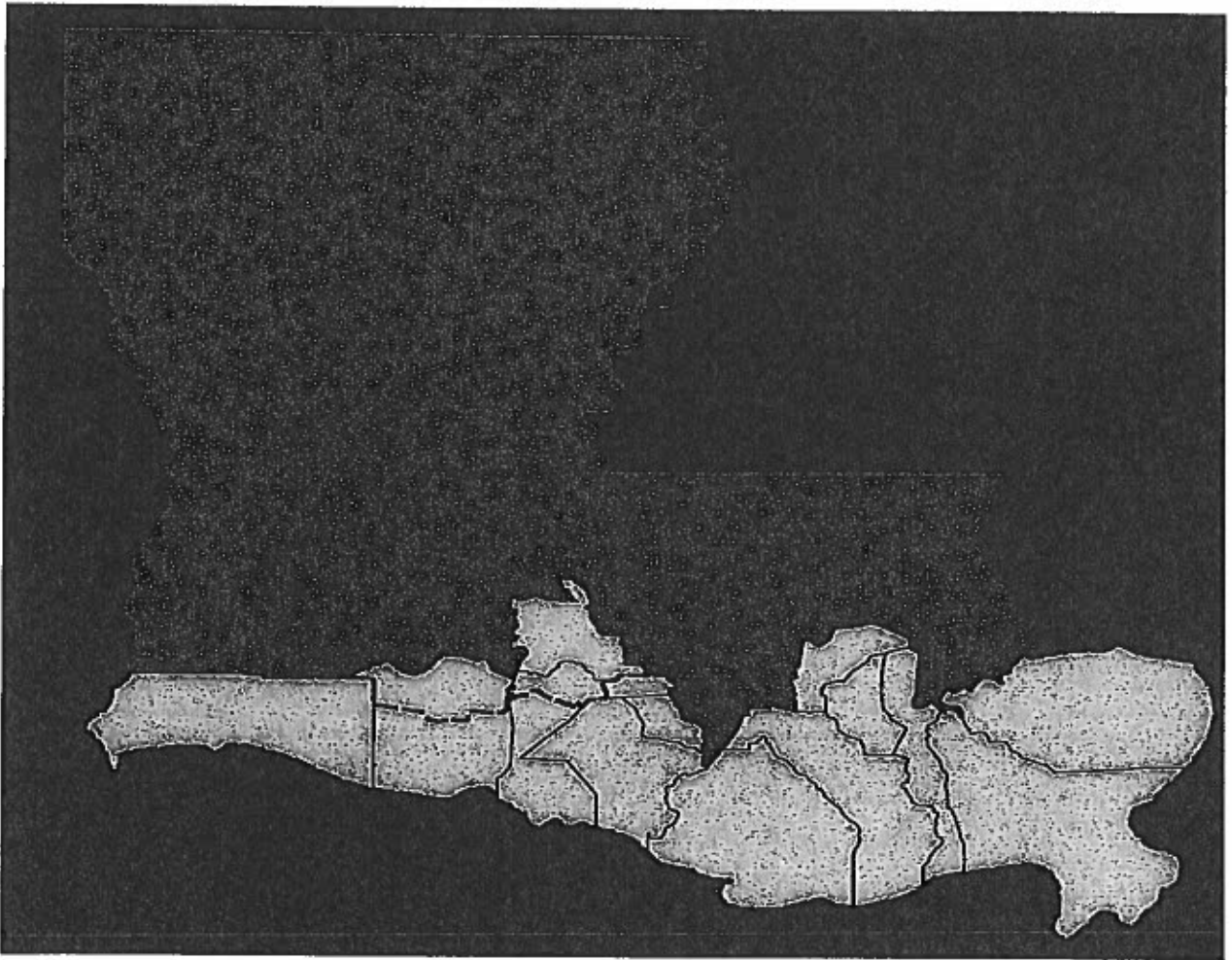
39 *The Parish of Plaquemines v. Total, et al*
 Plaquemines Parish Docket #61-002 Div. A
 Filed: 11/8/13

40 *The Parish of St. Bernard v. Atlantic Richfield, et al*
 St. Bernard Parish Docket #16-1228 Div. A

41 *Bridget Dimvaut v. Cambridge Energy Corp*
 St. John Parish Docket #70627 Div. A

42 *Keith Stutes v. Gulfport Energy, et al*
 Vermilion Parish Docket #102-156 Div. B

EXHIBIT B



[Exhibit B]

EXHIBIT C

[Follows this page.]

[Exhibit C]

RECEIVED

Return Date
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FEB 05 2016

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. _____ 10-19500

THE PARISH OF CAMERON

VERSUS

ALPINE EXPLORATION COMPANIES, INC., APACHE OIL CORPORATION,
 ATLANTIC RICHFIELD COMPANY, BEPCO, L.P., BOPCO, L.P., BP AMERICA
 PRODUCTION COMPANY, CEDYCO CORPORATION, CHEVRON U.S.A.
 HOLDINGS, INC., CHEVRON U.S.A., INC., CONOCOPHILLIPS COMPANY,
 CRIMSON EXPLORATION OPERATING, INC., CYPRESS E&P CORPORATION,
 DAVIS OIL COMPANY, DAVIS PETROLEUM CORPORATION, DENBURY
 ONSHORE, LLC, DEVON ENERGY PRODUCTION COMPANY, L.P., ENERGEN
 RESOURCES CORPORATION, EXXON MOBIL CORPORATION, HESS
 CORPORATION, HUNT OIL COMPANY, LINDER OIL COMPANY, A
 PARTNERSHIP, LOPCO, INC., MAR-LOW CORPORATION, MCCORMICK
 OPERATING COMPANY, MOBIL OIL EXPLORATION & PRODUCING
 SOUTHEAST INC., SABLE MINERALS, INC., SHORELINE SOUTHEAST LLC,
 THE TEXAS COMPANY, TOCE ENERGY, L.L.C., TOTAL PETROCHEMICALS &
 REFINING USA, INC., WAGNER OIL COMPANY AND
 WILLIAMS EXPLORATION COMPANY

2016 FEB 4 PM 4 25
 RECEIVED & FILED
 CLERK
 CAMERON

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of

EXHIBIT B

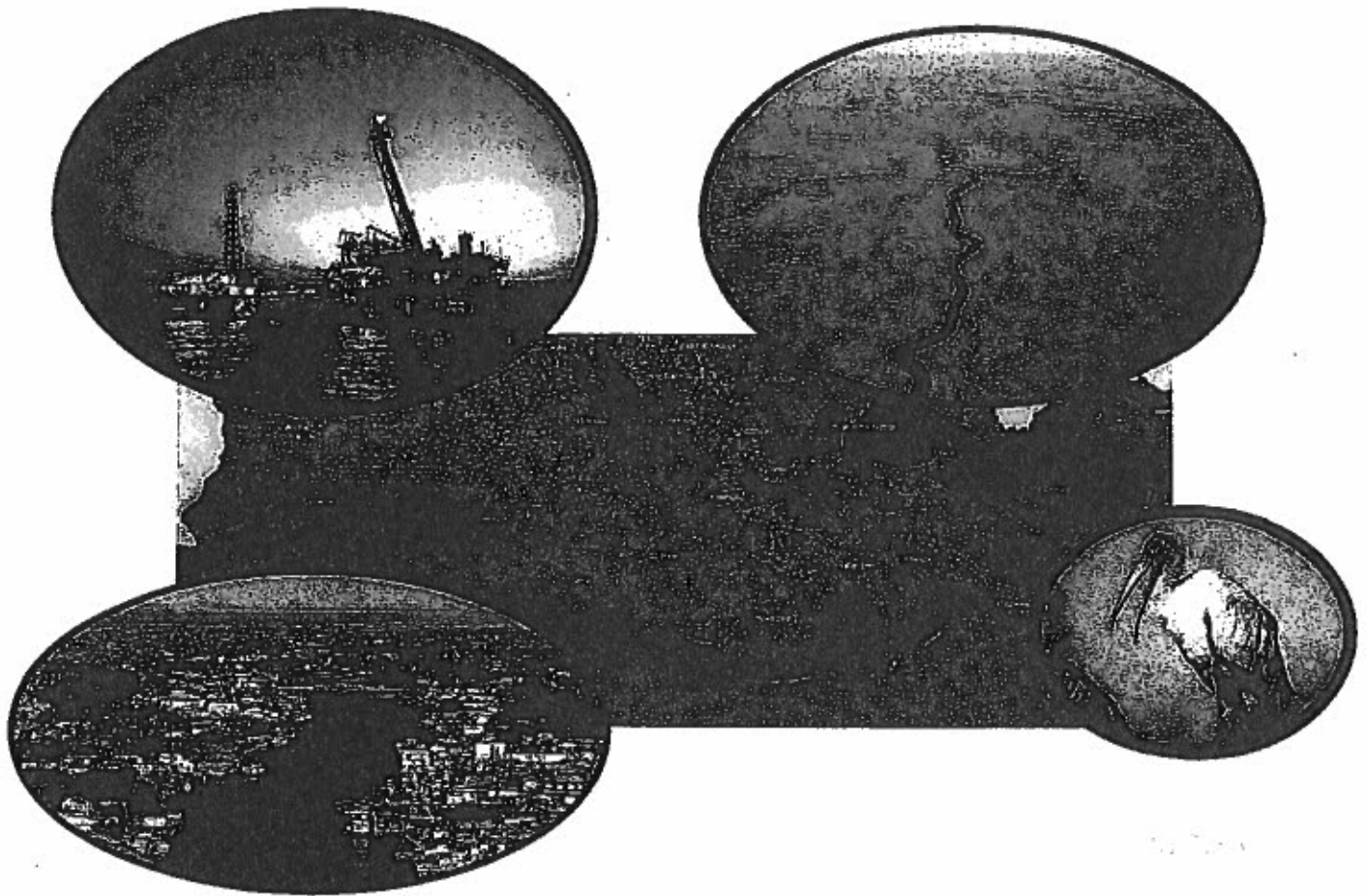
Map of the Operational Area

(Overview)

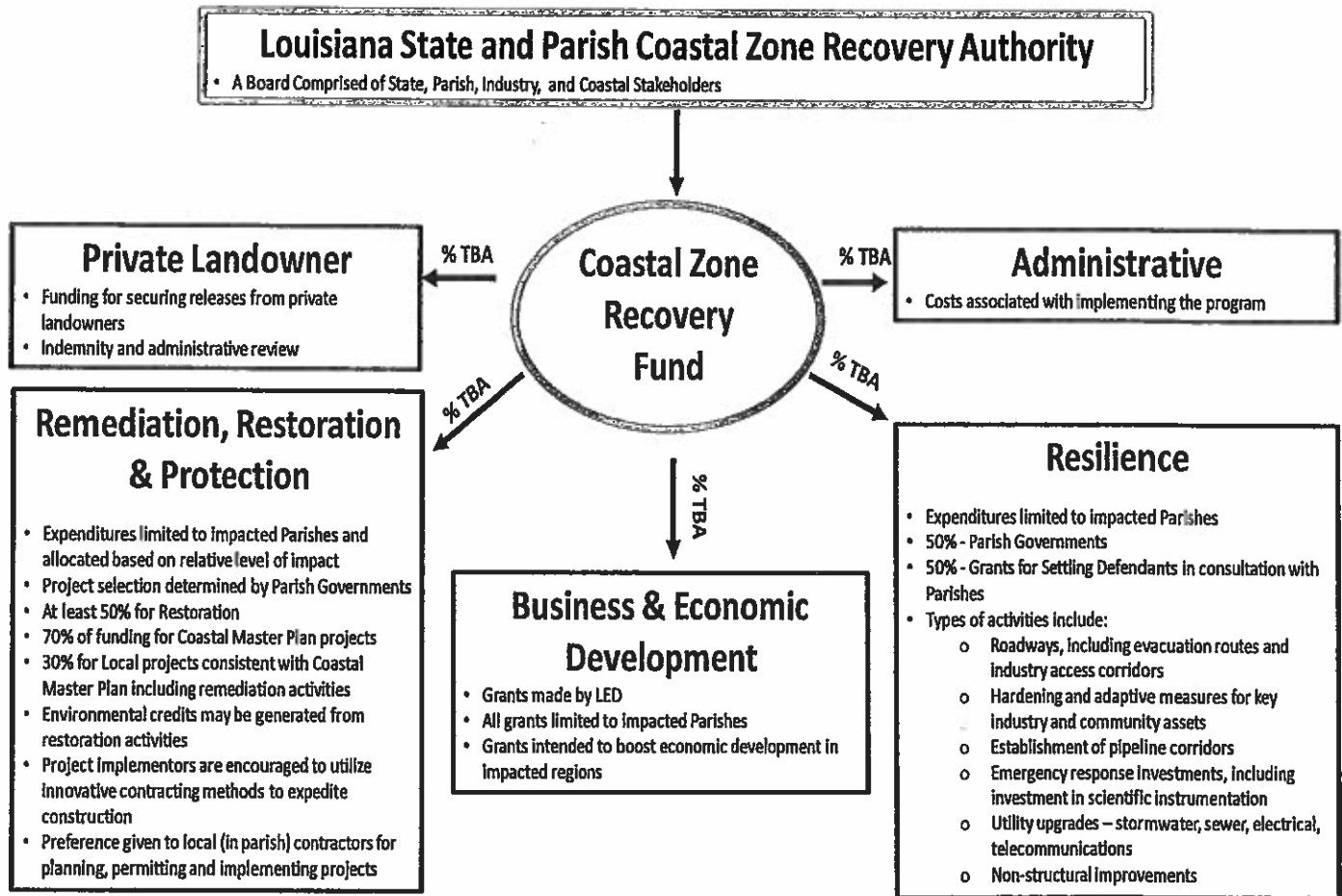


Conceptual Framework for Resolution of State and Parish Coastal Zone Litigation:

A Balanced Approach to Investing in Our Coast



Conceptual Framework



Abstract – Background: Six coastal parishes, joined by the State of Louisiana, filed forty-six lawsuits against numerous energy companies alleging violations of the Louisiana State and Local Resources Management Act of 1978, La. R.S. 49:214.21 *et seq.*, and related regulations arising out of historic exploration and production activities in the Louisiana Coastal Zone (the “Coastal Zone Lawsuits”). **Objective:** The authors were commissioned to develop a conceptual framework to allocate potential settlement proceeds in a manner that supports the long-term health of Louisiana’s coastal communities through investments in the following areas: ecological restoration and remediation; community protection, including infrastructure, business and residential resiliency; and economic development.

The Coastal Zone Recovery Fund

Net cash proceeds of settlement will be paid into and administered from a fund maintained in the State Treasury, designated as the Coastal Zone Recovery Fund (“CZR Fund”). The CZR Fund will be governed by a newly created entity, the Louisiana State and Parish Coastal Zone Recovery Authority (the “Coastal Zone Recovery Authority” or “CZR Authority”), which will administer the CZR Fund under legislation implementing the terms of a master settlement agreement that ties all individual settlements to the framework described herein (“Settlement Agreement”). Contributions will be made in amounts and on schedules to be determined through negotiations with individual Defendants.

Construction of approved projects will be accelerated by using innovative contracting methods such as Outcome Based Performance Contracts (“OBPC”). Under the OBPC model, a project team is selected through a Request for Proposal process to deliver a fully completed project that meets specified performance standards outlined in the project solicitation. Full payment on individual OBPCs is not required until a fully compliant project is delivered and accepted, allowing the contracting entity to advance projects through construction prior to receiving all of the project funding. In addition, consistent with the goal of supporting and developing local communities and economies with settlement resources, local contractors should be given preference for projects supported by the CZR Fund.

A Board of Directors (the “CZR Board”) represented by Settling Parishes, the State and other stakeholders, will govern the CZR Fund as follows:

- Each Settling Parish, represented by its designee pursuant to La. R.S. 49:214.21 *et seq* or as otherwise provided by law
- Office of the Governor – Coastal Activities, represented by the Governor’s Executive Assistant on Coastal Activities or his/her designee
- Governor’s Advisory Commission on Coastal Protection, Restoration, and Conversation, represented by its Chairman
- Coalition to Restore Coastal Louisiana, represented by its Executive Director
- Louisiana Mid-continent Oil & Gas Association, represented by its President/CEO/Executive Director
- Louisiana Oil and Gas Association, represented by its President/CEO/Executive Director
- The Louisiana Association of Business and Industry, represented by its President/CEO

Project implementation will be directed by a staff hired by the CZR Board and paid through the Administrative Subaccount, which should include an executive director and personnel responsible for the overall administration of the CZR Fund and for supporting the CZR Board.

Every three years, each Settling Parish will submit a funding priority list adopted by resolution of its governing authority. The Executive Director will review the proposed projects for compliance with the conditions and restrictions in the Settlement Agreement. The Executive Director will also coordinate with the Louisiana Coastal Protection and Restoration Authority to ensure that

the proposed projects are not already being funded through other sources. Upon the Executive Director's certification, priority lists will be forwarded to the CZR Board for review and approval.

Monies in the CZR Fund will be restricted by law to the purposes established in the Settlement Agreement. In addition, the CZR Authority, including Board and staff, will be subject to traditional requirements of transparency and accountability, e.g. compliance with the ethics code, public records laws, and open meetings laws; annual reports to the legislature; and jurisdiction of the Legislative Auditor and Inspector General.

A. Remediation, Restoration & Protection Subaccount

Coastal land loss is the single greatest threat to coastal parishes and communities. Because the activities that are the subject of the lawsuit exacerbated coastal land loss, the majority of the funds in the CZR Fund will be allocated to remediate and/or restore the impacted areas and to provide additional protection to residents and businesses within the Settling Parishes.

A Remediation, Restoration and Protection Subaccount ("RRP Subaccount") will be established and used to fund coastal restoration and protection activities and, where appropriate, remediation activities. At least half of the funds in the RRP Subaccount should be dedicated for restoration and/or remediation projects, with the remainder dedicated to protection projects. Funding from this subaccount will be allocated based on the relative level of impacts within each parish.

Expenditures from the RRP Subaccount should recognize the importance of both local and State perspectives on coastal restoration and protection. Thus, 70% of the projects funded from the RRP Subaccount should be Coastal Master Plan projects proposed by the Settling Parishes. The remaining 30% of the RRP Subaccount can be used for non-Master Plan remediation, restoration and protection projects that are consistent with the Coastal Master Plan, as proposed by the Settling Parishes.

Restoration funds from the RRP Subaccount may be used to generate environmental credits. Over the past decade, Louisiana has built the foundation to promote private investment through the sale of environmental credits. Established, emerging, and potential future market crediting opportunities include:

- Clean Water Section 404/Coastal Use Permit Mitigation Banking Program
- Natural Resource Damages Banking
- Water Quality Trading Program
- Carbon Offsets
- Endangered Species Act Conservation Banking

(See Appendix A). Funds generated through the sale of credits can be significant. For example, the price of a single acre of marsh credit in Louisiana ranges from \$100,000 to \$150,000.

B. Resiliency Subaccount

Rising sea levels and increased storm intensity have a significant impact on economic activities in coastal parishes. Building resiliency in anticipation of these events produces substantial economic value and improves the quality of life in coastal parishes. A highly publicized 2004 paper for the Louisiana Department of Natural Resources studied a hypothetical Gulf Coast storm scenario involving a three-week disruption in production of oil and natural gas, a seven-day closure of the ports along the Mississippi, the extra cost of navigation along the Gulf Intracoastal Waterway, the gradual reduction in commercial fishing, and the gradual reduction in recreational activity.¹ The authors of the paper estimated a short-term economic impact in Louisiana of \$890.9 million in loss of business sales, \$268.7 million in loss of household earnings, and a loss of 13,459 jobs. *The per-day average in lost business sales and household earnings was estimated at \$29.7 million and \$8.9 million, respectively.* The reality of these projections was demonstrated by Hurricanes Katrina, Gustov and Ike.

Recognizing the benefits of increased resiliency, a significant portion of the CZR Fund should be dedicated to funding resiliency projects within the Settling Parishes. Resiliency projects are investments that increase the capacity of individuals, communities, organizations and systems to survive, adapt and grow in the face of shocks and stresses. Projects funded through this subaccount will help prepare communities for changing future conditions – sea level rise, natural disasters, shifting economic demands, changing regulatory requirements.

Activities to be funded by the Resiliency Subaccount include:

- Non-structural risk reduction/resiliency improvements – floodproofing, elevation, voluntary acquisition
- Roadways, including evacuation routes and industry access corridors
- Hardening and adaptive measures for key industry and community assets
- Establishment of pipeline corridors
- Emergency response investments, including investment in scientific instrumentation
- Utility upgrades – stormwater, sewer, electrical, telecommunications

At least 50% of the funds in the Resiliency Subaccount should be dedicated to resiliency projects selected by Settling Parishes. The remainder should be dedicated to projects proposed by Settling Defendants, in partnership with Coastal Parishes, in proportion to the individual contributions.

C. Economic Development Subaccount

The investments in Restoration, Remediation, Protection and Resiliency outlined above will ensure confidence that coastal communities are a safe place for economic investment. To further seed those investments, a portion of the CZR Fund should be dedicated to an Economic Development Subaccount administered by Louisiana Department of Economic Development

¹ Richardson, J.A., L.C. Scott, *The Economic Impact of Coastal Erosion in Louisiana on State, Regional, and National Economies*, Prepared for Department of Natural Resources State of Louisiana, 2004.

(LED) as a grant program targeting economic development in coastal areas more broadly. Funds in this subaccount will be allocated by parish in accordance with the relative values and allocations contributed within each parish to the total settlement.

The Economic Development Subaccount funds will be available for all economic sectors. LED will work with the individual Settling Parishes to ensure that selected projects fit their long-term visions.

D. Private Landowner Subaccount – acquisition of rights, indemnity, and regulatory review process

The Coastal Zone Recovery Authority, through the CZR Board and staff, will be authorized to secure private landowner approval and, where necessary, to acquire rights to implement and administer approved projects consistent with the current authority of CPRA for approved Master Plan projects. As part of the settlement, Settling Defendants may be offered indemnity for private landowner claims within the coastal zone based on the relative value of individual settlement contributions, the timing of settlements, and the areas of operations. A percentage of funds from the CZR Fund should be dedicated to a Private Landowner Subaccount to support these objectives.

Additionally, to facilitate the process of identifying, evaluating and responding to potential claims in coordination with the remediation and restoration projects funded by the CZR Fund, private landowner claims will be required to undergo a regulatory review proceeding before adjudication in district court.

E. Administrative Subaccount

Administrative costs for implementing the projects funded by the CZR Fund will be paid from an Administrative Subaccount. This Subaccount should be funded with no more than 5% of the total CZR Fund and dedicated to payment of clearly proscribed administrative expenses.

F. Legislative Framework

Multiple pieces of legislation will be required for this initiative, including:

- Enabling legislation to create the CZR Fund, the CZR Authority, and the CZR Board within the Office of Governor under Title 49. Currently, there are blank provisions from R.S. 49:214.51 – 214.6 (resulting from the 2006 repeal of the Louisiana Coastal Restoration Fund) which provide an ideal location.
- Creation of a special fund in the state treasury to protect the combined state and local money from state general fund obligations.
- Amendments to existing related laws (e.g. 49:214.36 and 214.40).

APPENDIX A

ENVIRONMENTAL CREDIT GENERATION

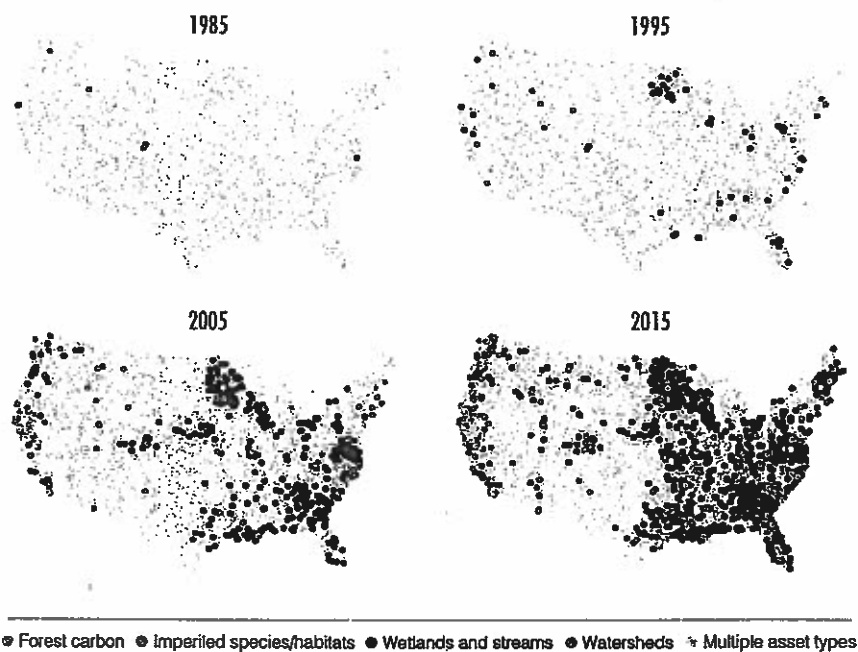
Restoration projects funded by the CZR Fund may be established as ecological “banks” under one or more federal or state environmental programs. This would allow CZR Fund restoration projects to generate ecological credits that could then be sold to entities with liabilities or mitigation requirements under federal or state environmental laws. Profits from the sale of these credits could be used to buy down future Defendant payments to the CZR Fund. Credits could also be purchased at a discounted rate (i.e., at cost) by Defendants to address future liabilities or mitigation requirements.

Throughout the past decade, Louisiana has set the foundation to promote private investment through the sale of environmental credits. Established, emerging, and potential future market crediting opportunities that could be utilized to create and sell environmental credits include:

- 1) Clean Water Act Section 404/Louisiana Coastal Use Permit Mitigation Banking
- 2) Natural Resource Damages Banking
- 3) Water Resources Development Act Fish and Wildlife Mitigation
- 4) Environmental Banks
- 5) Water Quality Trading
- 6) Carbon Offsets
- 7) Endangered Species Act Conservation Banking

The growth of environmental crediting markets in Louisiana reflects a nationwide trend, as shown below.

Environmental Credit Projects Established in the United States



Source: Forest Trends' Ecosystem Marketplace

1. CLEAN WATER ACT SECTION 404/LOUISIANA COASTAL USE PERMIT MITIGATION BANKING

Overview: A mitigation bank is a wetland, stream, or other aquatic resource area that has been restored, established, enhanced, or (in certain circumstances) preserved for the purpose of providing compensation for unavoidable impacts to wetlands and aquatic resources permitted under Section 404 of the Clean Water Act or a similar state or local wetland regulation. A mitigation bank may be created when a government agency, corporation, nonprofit organization, or other entity undertakes these activities under a formal agreement with a regulatory agency. Mitigation banks have four distinct components:

- The bank site: the physical acreage restored, established, enhanced, or preserved;
- The bank instrument: the formal agreement between the bank sponsor and regulators establishing liability, performance standards, management and monitoring requirements, and the terms of bank credit approval;
- The Interagency Review Team (“IRT”): the interagency team that provides regulatory review, approval, and oversight of the bank; and
- The service area: the geographic area in which permitted impacts can be compensated for at a given bank.

The value of a bank is defined in compensatory mitigation credits. A bank's instrument identifies the number of credits available for sale, and the schedule for release of credits, and requires the use of ecological assessment techniques to certify that those credits provide the required ecological functions. Although most mitigation banks are designed to compensate only for impacts to various wetland types, some banks have been developed to compensate specifically for impacts to other aquatic resources such as streams (i.e., stream mitigation banks). Mitigation banks are a form of “third-party” compensatory mitigation, in which the responsibility for compensatory mitigation implementation and success is frequently assumed by a party other than the permittee. This transfer of liability has been a very attractive feature for Section 404 permit holders, who would otherwise be responsible for the design, construction, monitoring, ecological success, and long-term protection of the mitigation required for their project.

Regulatory Authority:

Federal Authority: Section 404 of the Clean Water Act regulates, and requires a permit for, the discharge of dredged or fill material into waters of the United States. Compensatory mitigation is required under Section 404 to replace any unavoidable impacts from authorized discharges to wetland and aquatic resource functions. The substantive environmental criteria used in evaluating activities regulated under Section 404 are known as the Section 404(b)(1) Guidelines. Originally promulgated by the Environmental Protection Agency (“EPA”), in 2008 the Section 404(b)(1) Guidelines were expanded by joint EPA and Army Corps rulemaking (the “2008 Mitigation Rule”) to clarify how to provide compensatory mitigation for impacts to wetlands and streams. The 2008 Mitigation Rule established standards for all forms of compensatory mitigation, including planning and documentation, ecological performance standards, crediting, monitoring, management, and financial assurances. It also established a hierarchy for Army Corps district

engineers to apply when considering compensatory mitigation options that includes a preference for mitigation bank credits, where available.

State of Louisiana Authority: Louisiana has laws and regulations establishing liability for wetland impacts in the State's coastal area, and an established compensatory mitigation banking program. The Louisiana Department of Natural Resources' Office of Coastal Management ("OCM") implements the Louisiana Coastal Resources Program, including the regulation of development activities in the Coastal Zone, pursuant to the Louisiana State and Local Coastal Resources Management Act of 1978, as amended (Act 361, La. R.S. 49:214.21 *et seq.*). Under this program, Coastal Use Permits are required for certain projects such as dredge and fill work, bulkhead construction, shoreline maintenance, and other development projects. Similar to federal requirements under Section 404 of the Clean Water Act, Coastal Use Permits must include compensatory mitigation to offset any unavoidable net loss of ecological value that is expected to occur. OCM must independently approve a mitigation bank for it to be eligible to satisfy the State program's mitigation requirements.

Market Status: In 1992 there were only 46 banks permitted nationwide, almost all of which were publicly sponsored single-user banks, in which entities such as state agencies or large corporations stockpile wetland credits for their own later use. There are now more than 2,000 banks established in the United States. There are currently 25 OCM-approved mitigation banks in coastal Louisiana.

Market Limitations: Bank establishment requires multiple years of analysis and submissions for bank instrument approval, credits are released over many years as project success is monitored, credit sales are restricted to the type or kind of habitat restored and geographically to the watershed in which the impact occurred. Markets are determined both by need for and availability of credits within those localized areas. Bank sponsors assume the risk of project success.

Market Potential: As population and urban centers increase, continued impacts to waters of the United States are unavoidable, and the use of mitigation banks to offset those impacts has become mainstream and even preferred by regulatory agencies. Wetland mitigation banking is by far the longest-standing and best-established ecological crediting market in coastal Louisiana, as is the case in many other areas of the country. There has been a steady market for wetland credits in coastal Louisiana over the past 30 years.

2. NATURAL RESOURCE DAMAGES BANKING

Overview: Parties that are responsible for hazardous waste releases and oil spills are liable for the assessment and restoration of resulting damages to natural resources. Where consistent with legal requirements, third party or potentially responsible party-led restoration banking may be utilized to resolve natural resource damages liabilities. Natural Resource Damages ("NRD") restoration banking allows private investors to generate ecological credits by carrying out coastal restoration projects. These credits can then be purchased by responsible parties to reduce or resolve their liability.

Regulatory Authority:

Federal Authority: Both the Oil Pollution Act ("OPA") and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA," also known as "Superfund") provide

for a Natural Resource Damage Assessment (“NRDA”) process to identify and assess injuries to natural resources and plan and conduct restoration to resolve potentially responsible parties’ liabilities.

State of Louisiana Authority: The Louisiana Oil Spill Prevention and Response Act (“LOSPRA”), La. R.S. 30:2451 *et seq.*, establishes liability at the state level for natural resource damages resulting from discharges of oil. The first step in developing an NRD restoration banking program for Louisiana was taken during the 2016 Louisiana Regular Legislative Session. House Bill 640 authorized the Coastal Protection and Restoration Authority to establish an NRD restoration banking program for oil spills in the coastal zone. The bill calls for the establishment of an NRD restoration banking program and compensation schedule. Regulations governing the program were finalized in July of 2017. This is the first program of its kind in the country.

Market Status: The State has received limited proposals for NRD banks that are currently under review; however, no banks have been approved to date. Banking is not currently occurring in the CERCLA context in Louisiana but is in other regions of the country.

Market Limitations: Bank creation, as well as the use of credits from NRD banks, must comply with state and federal requirements for restoration under OPA and LOSPRA, including demonstrating nexus with injured resources, and credits must be approved for use by the trustee council established for a particular incident. NRD banking is an emerging market.

Market Potential: Until an NRD bank is established and credit transactions occur, it is difficult to judge market potential in coastal Louisiana. Since 1990, the Louisiana Oil Spill Coordinators Office (“LOSCO”) has performed a Natural Resource Damage Assessment on fewer than 30 oil spills in coastal Louisiana. The restoration for at least half of the historic spills has yet to be remedied. LOSCO initiates restoration planning for 1 to 3 spills per year.

3. WATER RESOURCES DEVELOPMENT ACT FISH AND WILDLIFE MITIGATION

Overview: The Water Resources Development Act (“WRDA”) authorizes and reauthorizes Army Corps’ studying, planning, and development of water projects and programs, and sets policies for navigation, flood control, hydropower, recreation, water supply, and emergency management.

Regulatory Authority: Section 906 of WRDA includes fish and wildlife mitigation requirements for water resources development projects, and addresses the use of third-party mitigation arrangements, including the purchase of credits from mitigation banks, to meet these requirements.

Market Status: As of January 2017, the Army Corps had several ongoing construction projects in Louisiana with ongoing mitigation commitments that have purchased or plan to purchase credits from mitigation banks to address compensatory mitigation requirements under Section 906 of WRDA.

Market Limitations: Bank establishment requires multiple years of analysis and submissions for banking instrument approval, credits are released over many years as project success is monitored, credit sales are restricted to the type or kind of habitat restored and geographically to the watershed in which the impact occurred. Markets are determined both by need for and availability of credits within those localized areas. Bank sponsors assume the risk of project success.

Market Potential: Because both WRDA and the CWA allow the use of mitigation banks, WRDA represents an additive revenue stream for banks established under CWA Section 404. The Army Corps of Engineers, New Orleans District, conducts substantial and significant civil works projects in the Louisiana coastal area including the Hurricane and Storm Damage Risk Reduction System (“HSDRRS”).

4. ENVIRONMENTAL BANKS

Overview: Environmental banks are restoration projects designed to generate credits that could be used to address liabilities under and requirements of multiple environmental laws at a single bank site. Although authorized by Federal legislation, this innovative “multi-resource” banking mechanism is specific to coastal Louisiana. The implementing legislation directs that criteria be developed for siting of environmental banks that enhance the resilience of coastal resources to inundation and coastal erosion in high priority areas, as identified within federal or state restoration plans.

Regulatory Authority: Section 5014 of the Water Infrastructure Improvements for the Nation Act of 2016 (“WIIN 2016”), authorizes the development of environmental banks in Louisiana through the promulgation of guidelines by the Coastal Wetlands Planning, Protection and Restoration Act (“CWPPRA”) Task Force.

Market Status: The CWPPRA Task Force is developing guidelines for the use, maintenance, and oversight of environmental banks.

Market Limitations: The implementing legislation imposes a short-term limitation on the use of environmental bank credits for mitigation of impacts required under section 404 of the Federal Water Pollution Control Act (also known as the Clean Water Act) or the Endangered Species Act (“ESA”) in an area where an existing mitigation bank approved pursuant to such laws within 5 years of enactment of WRDA 2016 has credits available. The implementing legislation also currently contains a sunset clause that will take effect in 2026.

Market Potential: Environmental banks generate credits that could be used to resolve liabilities under a broad range of environmental laws, providing flexibility to bankers to meet needs of customers (permittees and potentially responsible parties) where demand is greatest across multiple ecosystem markets, and to respond to and participate in emerging markets.

5. WATER QUALITY TRADING

Overview: Water quality trading programs provide a catalyst for developing innovative, practical solutions for improving water quality, while generating environmental benefits at lower cost and providing a new source of revenue to implement restoration projects. Through a water quality trading program, a *buyer* (e.g., a pollution source such as an industrial facility) purchases water quality improvements, or credits, from a *seller* (e.g., a farmer installing a buffer along a stream to capture sediment runoff or a facility installing technology that achieves reductions greater than established water quality-based effluent limitations (“WQBEL”) requirements) that reduces pollutants. Both buyers and sellers will need to meet a minimum level, or *baseline*, before generating credits. The baseline for generating pollution reduction credits must be consistent with applicable water quality

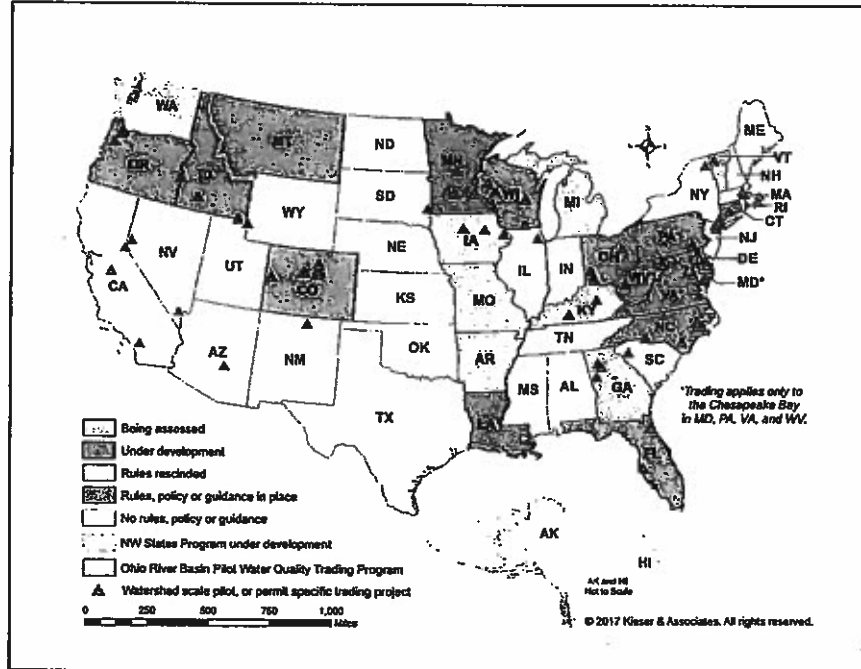
standards. In general, a credit is a reduction in pollutant loads beyond baseline conditions. More specifically, it is a measured or estimated unit of pollutant reduction per unit of time adjusted to account for applicable trading ratios. A seller generates excess load reductions by controlling its discharge beyond what is needed to meet its baseline through controlling its flow and/or its discharge concentrations. A buyer can then use the credits to meet a regulatory obligation.

Regulatory Authority:

Federal Authority: The CWA provides authority for EPA, states, and tribes to develop a variety of programs and activities to control pollution. Water quality trading, as described in EPA's 2003 Trading Policy, is one of those tools.

State of Louisiana Authority: State authority for water quality trading is provided in R.S. 30:2074(B)(9). The Enrolled Act No. 371 (House Bill No. 423) of the 2017 Regular Session of the Louisiana Legislature amended and reenacted R.S. 30:2074(B)(9)(a), (b), and (c) and repealed R.S. 30:2074(B)(9)(d) and (e), relative to water quality; to provide for the powers and duties of the secretary of the Louisiana Department of Environmental Quality ("LDEQ"); to provide for the establishment and administration of a water quality trading program; to provide for certain criteria for credits; to provide for limitations on use of credits; to provide for records; to provide for a pilot program; to provide for legislative oversight; and to provide for related matters.

Market Status: There has been significant advancement in water quality trading programs over the past decade. Currently programs exist or are in development across the States. Legislation authorizing the establishment of a water quality trading program in Louisiana became law in 2017. In December of 2017 LDEQ released a draft guidance document for the development of a water quality trading program. LDEQ is developing a water quality trading program, pursuant to state legislation and consistent with the CWA, to facilitate trading among watershed stakeholders interested and eligible in participating in trading opportunities. The water quality trading program will allow participation by both point sources and nonpoint sources. A proposed rule, WQ099, was issued on January 20, 2019. Louisiana Register, Vol. 45, No. 01 (January 20, 2019). On January 20, 2019, LDEQ posted a "Porpourri Notice" to announce changes to address comments received during the public comment period.



Market Limitations: Markets are primarily contained within localized watersheds and State boundaries. Programs in the Ohio River Basin and Chesapeake Bay area are the first to cross state boundaries (EPA (2017) *Discussion Paper: Considerations for Interstate Trading and Offsets in the Chesapeake Bay Watershed*).

Market Potential: A water quality trading program for the Mississippi River Basin has huge potential for coastal Louisiana. Current regulations are trending toward credit programs where high priority restoration areas are being restored through regulatory actions. The hypoxia and dead zone created at the mouth of the river has received significant attention. Following the lead of the Ohio River Basin and Chesapeake Bay Watershed programs, the groundwork is being laid for a Mississippi River Basin program.

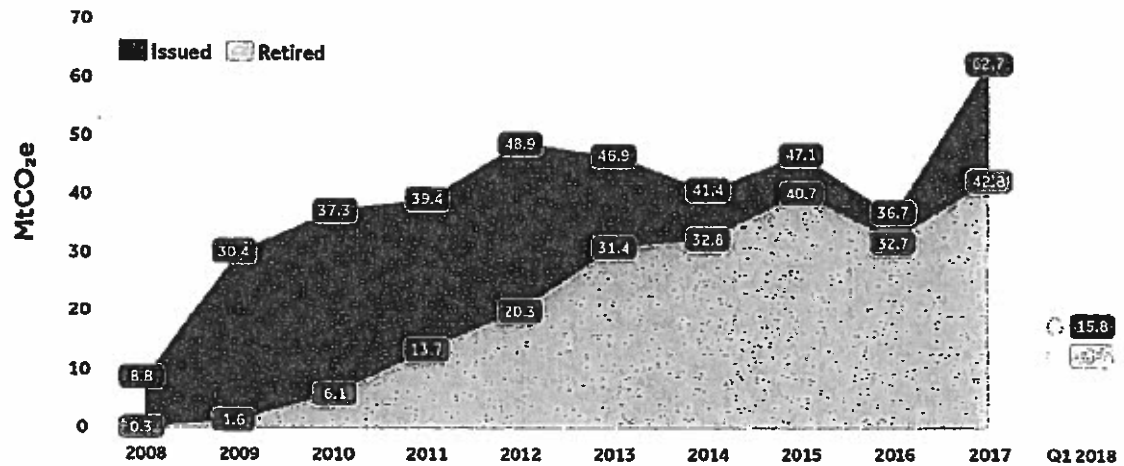
6. CARBON OFFSETS

Overview: Carbon offsets are produced by projects that carry out on-the-ground emissions reduction activities and are typically measured in metric tonnes of carbon dioxide equivalents. They can either be traded on voluntary markets, where buyers and sellers trade on their own volition, or as part of a compliance market, where government regulations require emitters to either reduce their emissions or purchase offsets. At least 3 carbon offset methodologies generating offsets from marsh restoration activities have been approved for the development of carbon offsets.

Regulatory Authority: The vast majority of projects on the voluntary market follow rules and procedures set out by a voluntary carbon standard. If a project meets these criteria, the standard will issue carbon offsets equivalent to the emissions reductions.

Market Status: According to the *Voluntary Carbon Markets Outlooks and Trends January to March 2018* report released by Forest Trends, sales of voluntary and compliance markets look promising.

Figure 2. Historical Voluntary Carbon Offset Issuances and Retirements



Notes: Data is based on project registries from the following carbon standards: American Carbon Registry (ACR), Climate Action Reserve (CAR), Gold Standard, Plan Vivo, and Verra's Verified Carbon Standard (VCS) as of April 2018. Based on 401.5 MtCO₂e offsets issued and 212.4 MtCO₂e offsets retired between 2008 and 2017. Although there was some pre-2008 market activity, it is not included in this figure due to a lack of consistent, publicly-available information.

Market Limitations/Market Potential: Generating carbon offsets is relatively new; generating offsets through marsh restoration is very new. The cost to generate and verify the offset will determine if carbon offsets generated through marsh restoration can compete in the international market.

7. ENDANGERED SPECIES ACT CONSERVATION BANKING

Overview: The ESA was created to protect and recover endangered and threatened species and the ecosystems upon which they depend. The U.S. Fish and Wildlife Service (“USFWS”) and the National Marine Fisheries Service (“NMFS”) (collectively, the “Services”) have shared administration of the ESA. USFWS has primary responsibility for terrestrial species and freshwater species; NMFS has primary responsibility for marine species and certain fish that spend a substantial part of their life cycle in the oceans. Pursuant to the ESA, federal agencies must consult with the Services and ensure that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of listed species or result in the destruction or adverse modification of designated critical habitat, or “take” any listed species.

Regulatory Authority: The ESA provides the Services with multiple pathways to either recommend or require mitigation, including Section 7 consultations. The USFWS issued guidance for the establishment, use, and operation of conservation banks in 2003 that is still in effect today.

Market Status: Conservation banking has been used to address impacts to endangered species since 1995. To date, the USFWS has approved more than 130 conservation banks nationwide that collectively conserve more than 160,000 acres of habitat for more than 70 threatened or endangered species. The West Coast Region of NOAA Fisheries has also approved several conservation banks as mitigation options to offset unavoidable impacts under the ESA, including to salmon and steelhead species and to critical habitat.

Market Limitations: Although conservation banking is well established and widely used as a mitigation tool under the ESA in many regions of the United States, including in states adjacent and in proximity to Louisiana, no conservation banks currently exist in the State. Banks in the southeast region are primarily designed for upland (i.e., non-coastal) listed species and habitats. Listed species and habitats do exist in the Louisiana coastal area, but the Services may not routinely impose mitigation requirements for projects in the region.

Market Potential: Listing of a new species, a change to critical habitat designation, or evolving agency approaches to mitigation requirements, could result in increased market demand for conservation banks in coastal Louisiana.

EXHIBIT B

Map of the Operational Area

(Detail View)

2014 Aerial

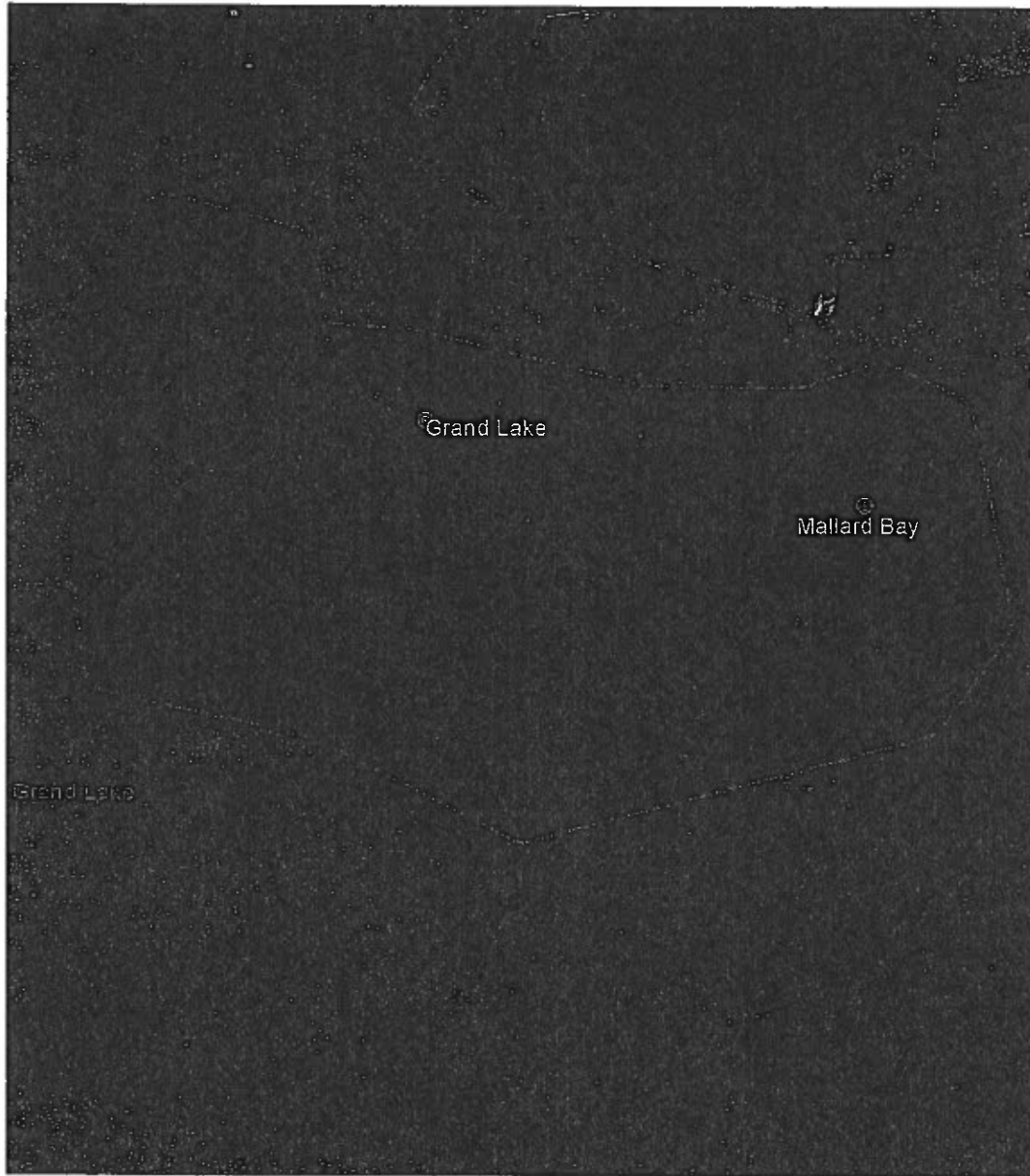


EXHIBIT D

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FEB 05 2016

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. 10-19570

THE PARISH OF CAMERON

VERSUS

ANADARKO E&P ONSHORE, LLC, ANDERSON EXPLORATION COMPANY, INCORPORATED, CENTURION EXPLORATION COMPANY, CHEVRON U.S.A., INC., CONOCOPHILLIPS COMPANY, DAVIS OIL COMPANY, DEVON ENERGY PRODUCTION COMPANY, L.P., DOMINION OKLAHOMA TEXAS EXPLORATION & PRODUCTION, INC., EXXON MOBIL CORPORATION, FREEPORT-MCMORAN OIL & GAS L.L.C., HILLIARD PETROLEUM INC., LINDER OIL COMPANY, A PARTNERSHIP, MOSAIC GLOBAL HOLDINGS, INC., THE LOUISIANA LAND AND EXPLORATION COMPANY, LLC AND VINTAGE PETROLEUM, L.L.C.

FILED
FEB 4 2016
JUDICIAL DISTRICT
CLERK

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or

EXHIBIT B

Map of the Operational Area

(Overview)

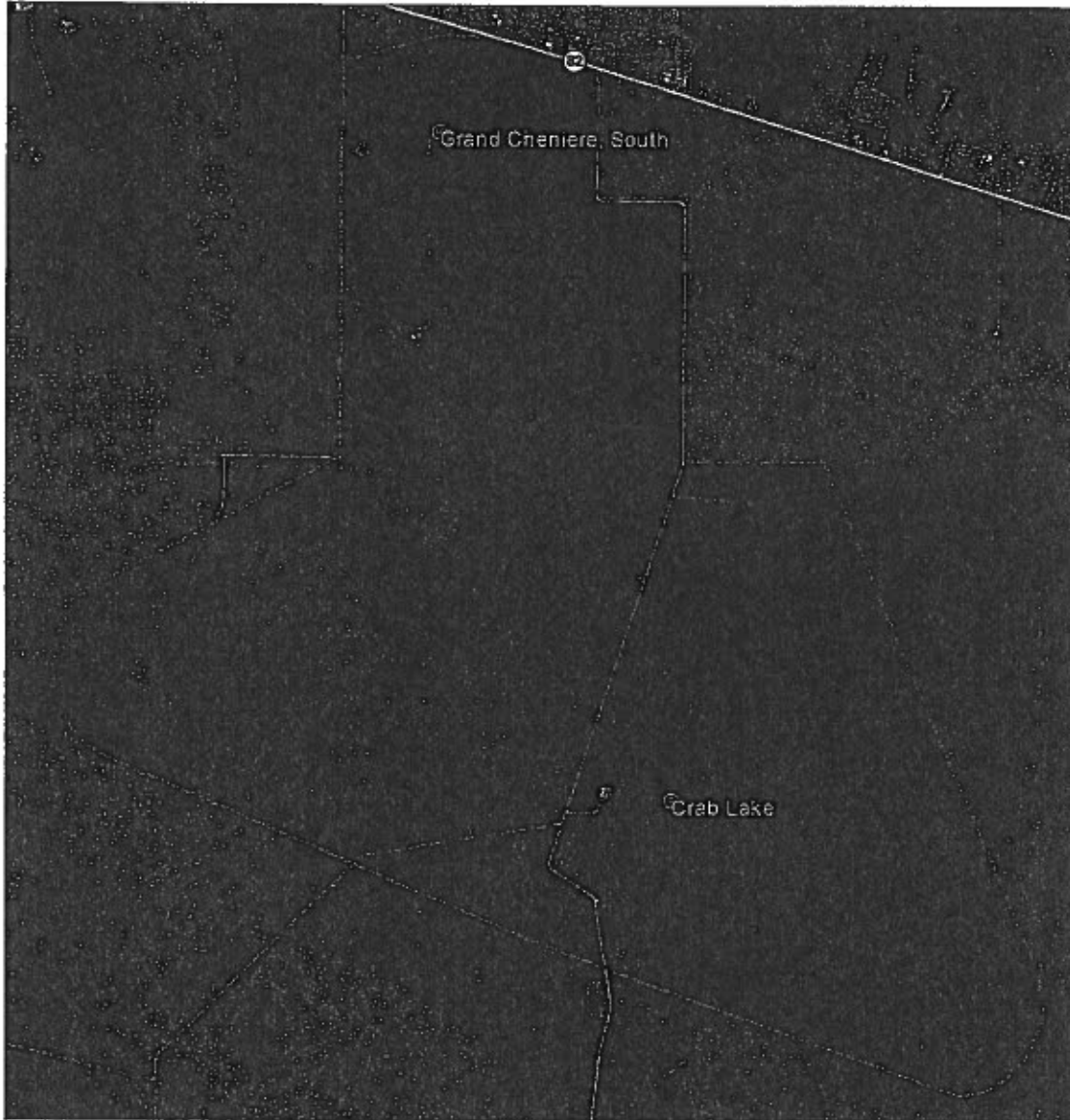


EXHIBIT B

Map of the Operational Area

(Detail View)

2014 Aerial



Return Date Stamped

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FEB 05 2016

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. _____

10-19576

THE PARISH OF CAMERON

VERSUS

APACHE CORPORATION (OF DELAWARE), BADGER OIL CORPORATION, BP AMERICA PRODUCTION COMPANY, CENTRAL RESOURCES, INC., CHEVRON U.S.A., INC., COVEY ENERGY, INC., DIASU OIL & GAS COMPANY, INC., EXCO RESOURCES, INC., GREAT SOUTHERN OIL & GAS COMPANY, INC., IBERIA OPERATING CORPORATION, OLEUM OPERATING COMPANY, L.C., SAMUEL GARY JR. & ASSOCIATES, INC., SHELL OIL COMPANY, SWEPI LP, TRANSCO EXPLORATION COMPANY, WEC ONSHORE, LLC AND ZADECK ENERGY GROUP, INC.

RECEIVED, FILED
2016 FEB 4
CLERK OF COURT
CAMERON PARISH

FILED: _____

DEPUTY CLERK

**PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE**

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or

EXHIBIT B
Map of the Operational Area
(Overview)

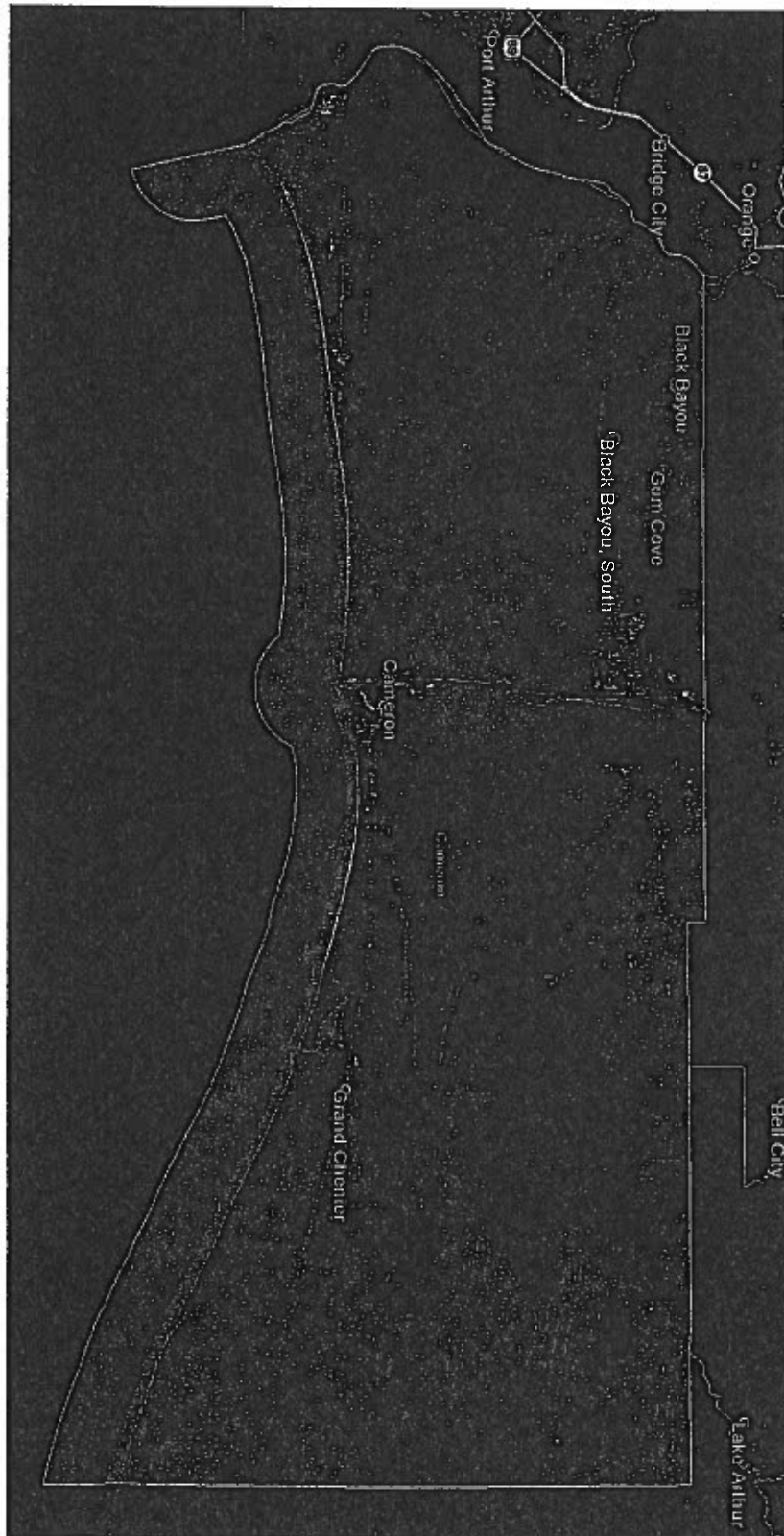
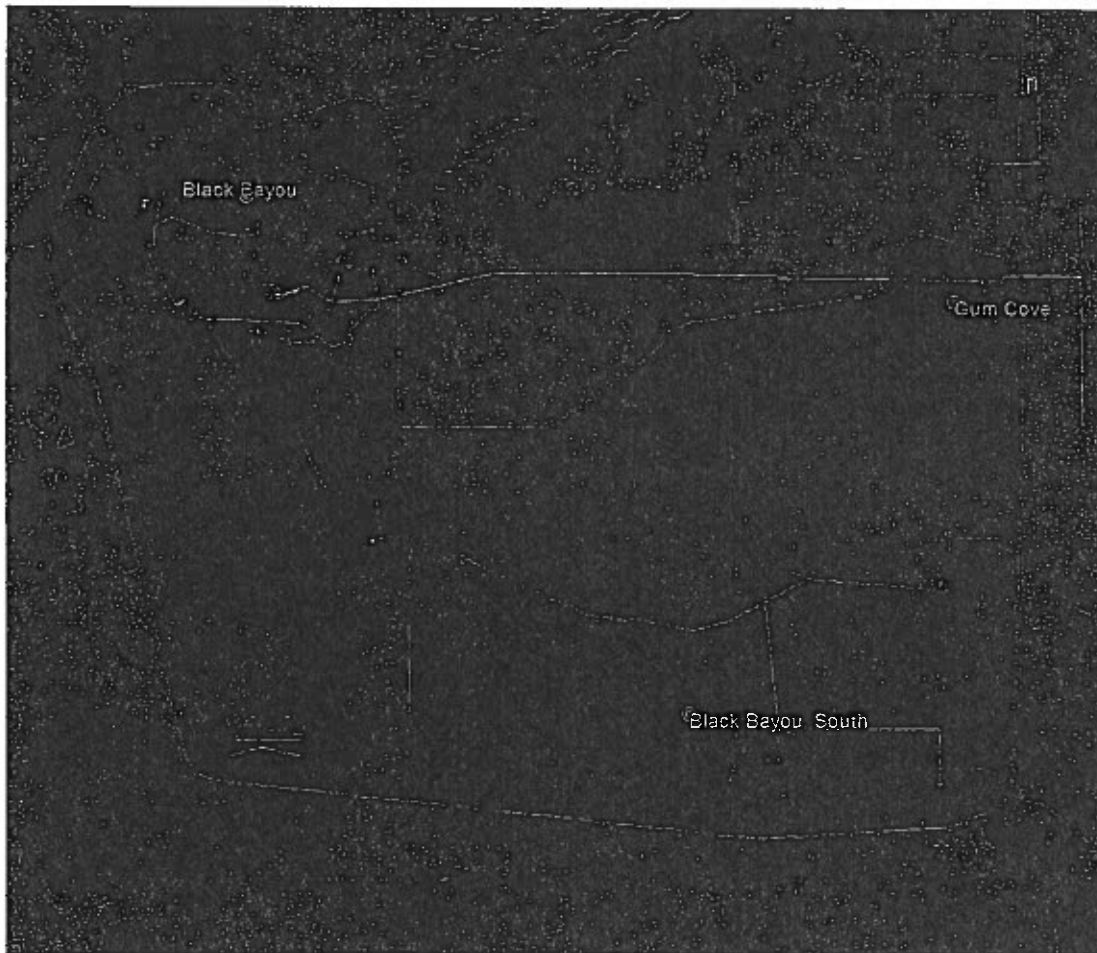


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



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FEB 05 2016

Return Date
Stamped

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. _____

10-19577

THE PARISH OF CAMERON

VERSUS

**ATLANTIC RICHFIELD COMPANY, APACHE OIL CORPORATION, BP AMERICA
PRODUCTION COMPANY, ENERGYQUEST II, LLC, EXXON MOBIL
CORPORATION, HELIX OIL & GAS COMPANY, L.L.C., INDIAN EXPLORATION,
INC., OXY USA INC., RESOURCES INVESTMENT CORPORATION
AND SM ENERGY COMPANY**

FILED: _____

DEPUTY CLERK

RECEIVED & FILED
2016 FEB 4 PM 4 20
CLERK OF COURT
CAMERON PARISH, LA.

**PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE**

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Cameron Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

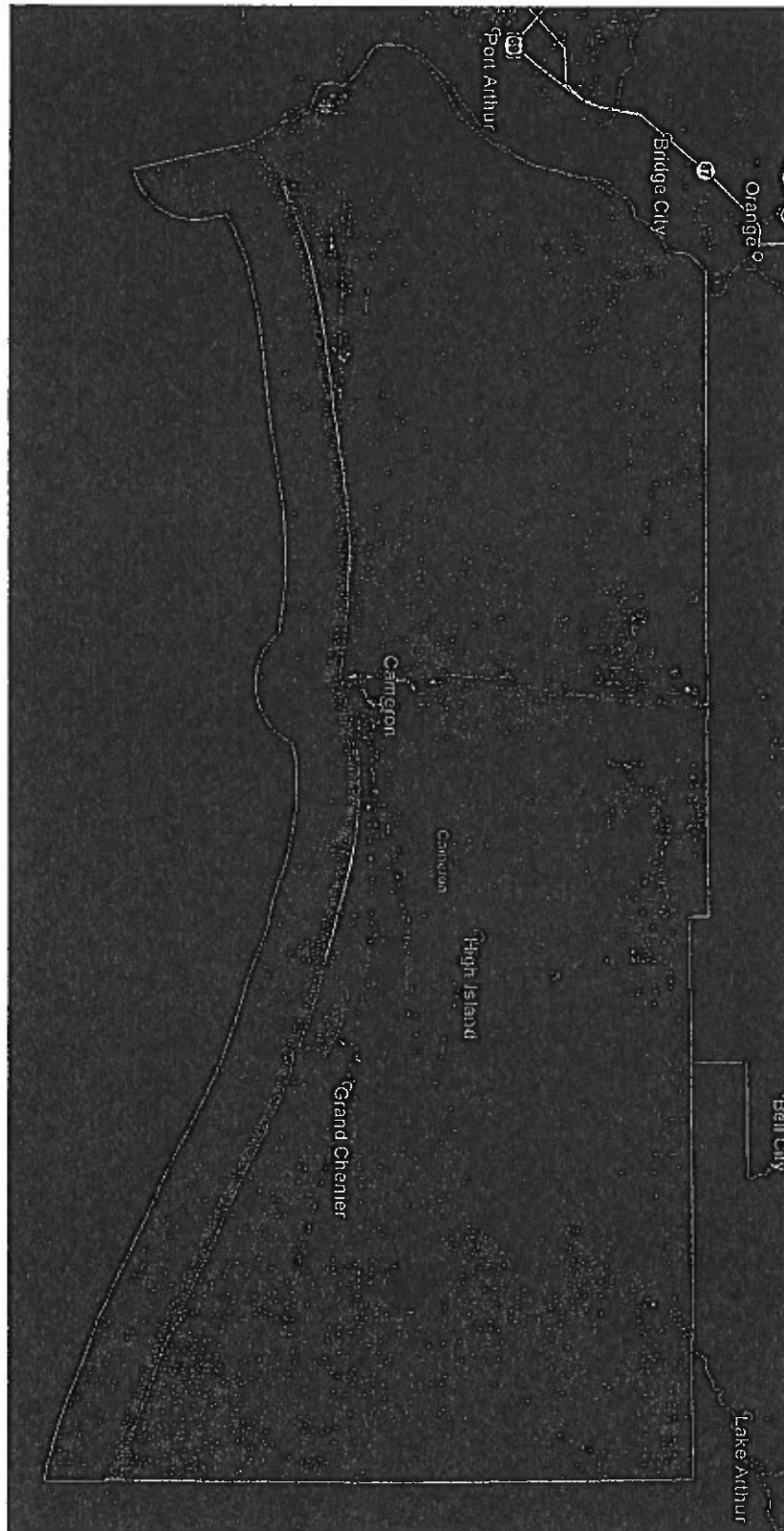
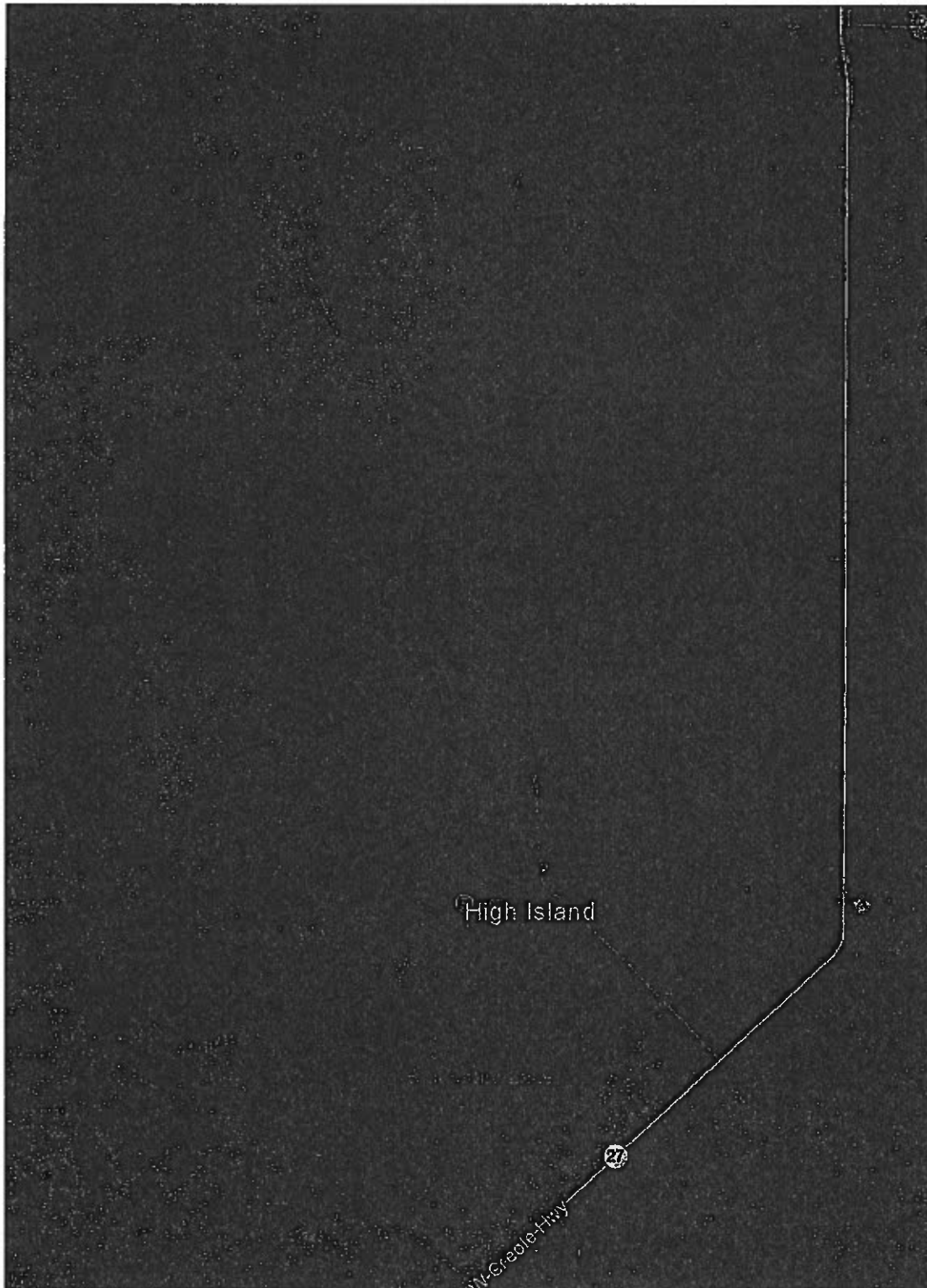


EXHIBIT B

Map of the Operational Area

(Detail View)

2015 Aerial



Return Date Stamped
RECEIVED
FEB 05 2016

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. 10-19582

THE PARISH OF CAMERON

VERSUS

AUSTER OIL AND GAS, INC., APACHE OIL CORPORATION, BP AMERICA
PRODUCTION COMPANY, CHEVRON PIPE LINE COMPANY, CHEVRON U.S.A.
HOLDINGS, INC., CHEVRON U.S.A., INC., DARSEY OPERATING CORPORATION,
ENERVEST OPERATING, L.L.C., EXXON MOBIL CORPORATION, FREEPORT
SULPHUR COMPANY, GULFPORT ENERGY CORPORATION, HILCORP ENERGY
COMPANY, HONEYWELL INTERNATIONAL, INC., KERR-MCGEE OIL AND GAS
ONSHORE LP, RESOURCE SECURITIES CORPORATION, SAMUEL GARY JR. &
ASSOCIATES, INC., SHELL OFFSHORE, INC., SHELL OIL COMPANY, STAR
ENERGY, INC., SWEPI LP, TAYLOR ENERGY COMPANY LLC, TEXAS PACIFIC
OIL COMPANY, INC., TEXAS PETROLEUM INVESTMENT COMPANY, THE
TEXAS COMPANY, TRANSCONTINENTAL OIL CORPORATION AND VERNON
FAULCONER, INC.

RECEIVED & FILED
2016 FEB 4 PM 4 20

CLERK OF COURT
CAMERON PARISH, LA.

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable

EXHIBIT B

Map of the Operational Area

(Overview)

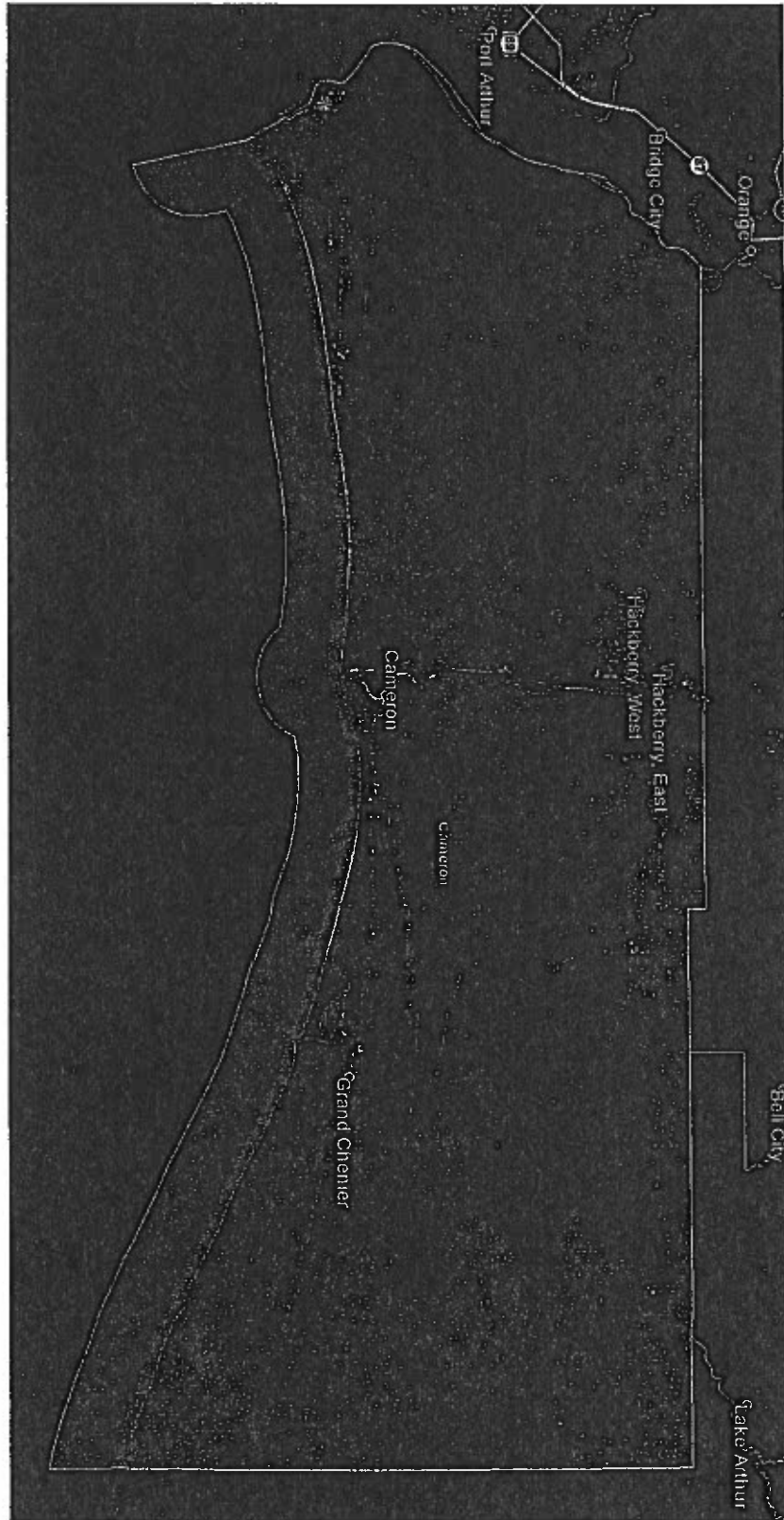


EXHIBIT B

Map of the Operational Area

(Detail View)

2015 Aerial



RECEIVED

FEB 05 2016

Return Date
Stamped

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. 16-19571

THE PARISH OF CAMERON

VERSUS

BALLARD EXPLORATION COMPANY, INC., CONDOR PETROLEUM CORPORATION, DENOVO OIL & GAS, INC., EXXON MOBIL CORPORATION, FIELDWOOD SD OFFSHORE LLC, HILCORP ENERGY COMPANY, LEADS RESOURCES, L.L.C., LINDER OIL COMPANY, A PARTNERSHIP, LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., NORTHWEST OIL COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY, LLC, UNION OIL COMPANY OF CALIFORNIA AND XTO ENERGY INC.

CAMERON PARISH
CLERK OF COURT

2016 FEB 4 PM 4

RECEIVED & FILED

FILED: _____
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Cameron Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B
Map of the Operational Area
(Overview)

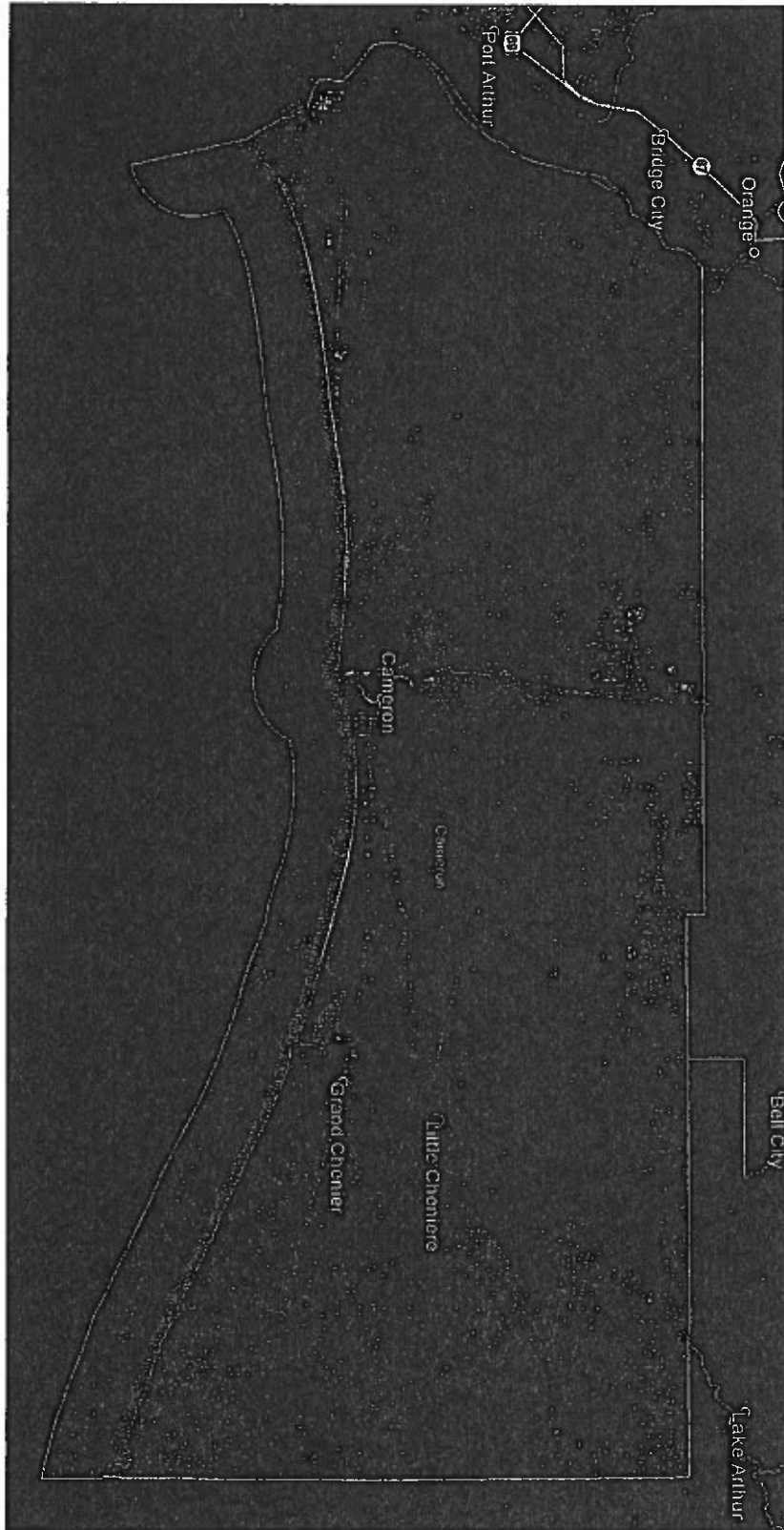
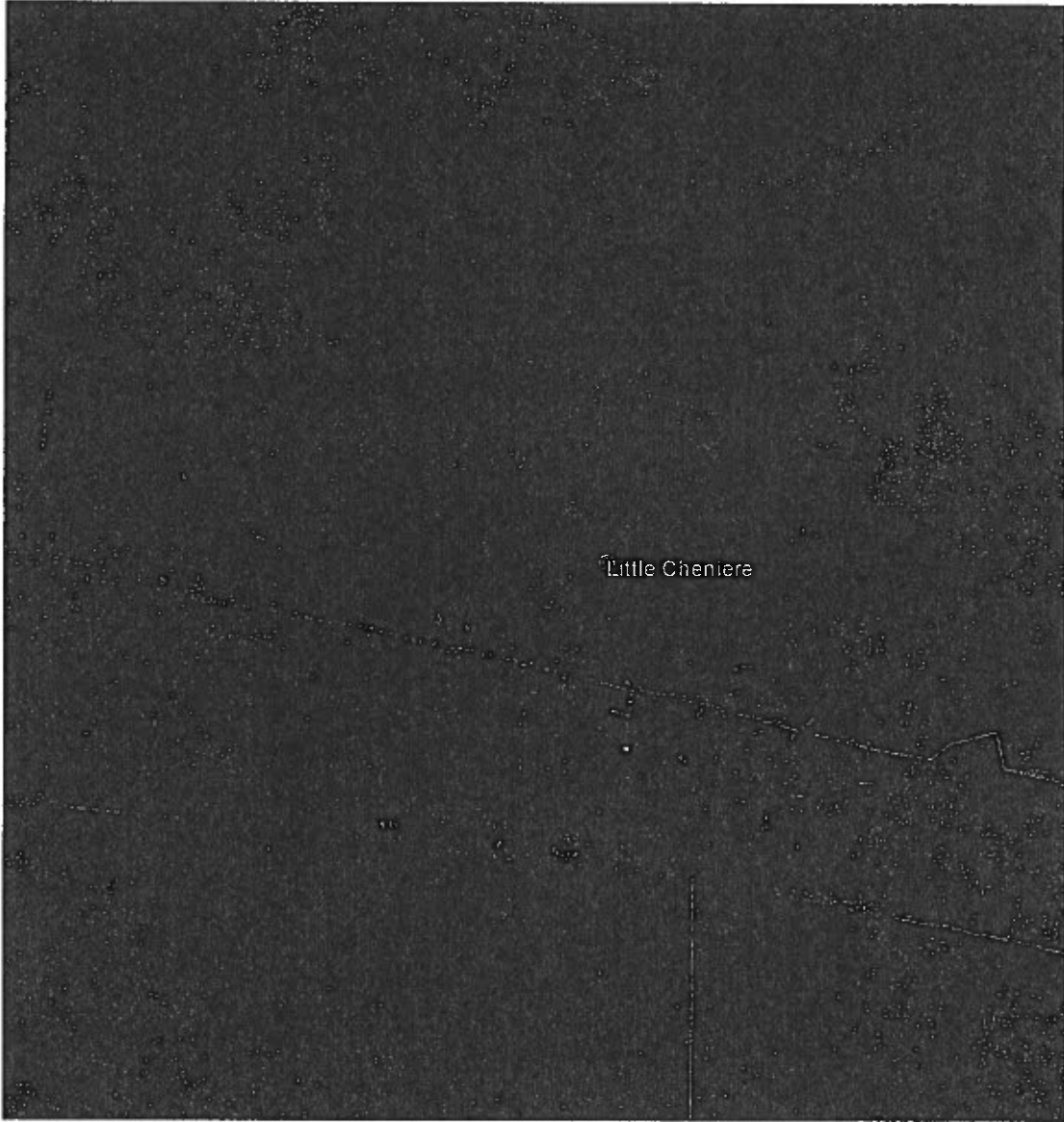


EXHIBIT B

Map of the Operational Area

(Detail View)

2015 Aerial



RECEIVED

FEB 05 2016

Return Date
Stamped

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. _____ 10-1983

THE PARISH OF CAMERON

VERSUS

BAY COQUILLE, INC., BURLINGTON RESOURCES OIL & GAS COMPANY LP,
CHEVRON U.S.A. HOLDINGS, INC., ENDEAVOR ENERGY RESOURCES, L.P.,
EXXON MOBIL CORPORATION, HELIS OIL & GAS COMPANY, L.L.C., HILCORP
ENERGY COMPANY, KILROY COMPANY OF TEXAS, INC., MOBIL OIL
EXPLORATION & PRODUCING SOUTHEAST INC., SOUTHPORT EXPLORATION,
INC., THE TEXAS COMPANY AND VINTAGE PETROLEUM, L.L.C.

FILED: _____

DEPUTY CLERK

RECEIVED & FILED
FEB 19 11 41 AM '16
CLERK OF COURT
PARISH OF CAMERON
LA

PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Cameron Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

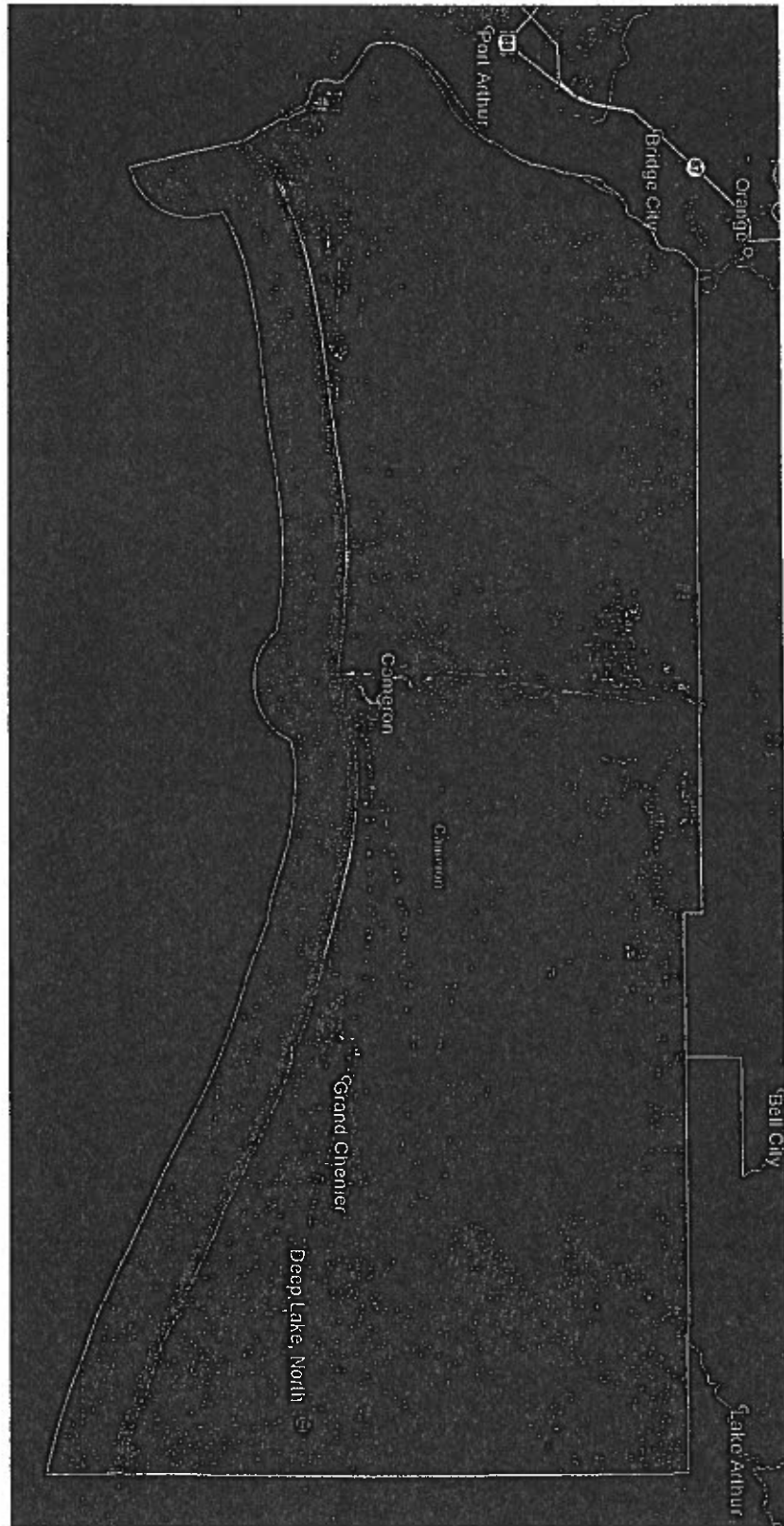
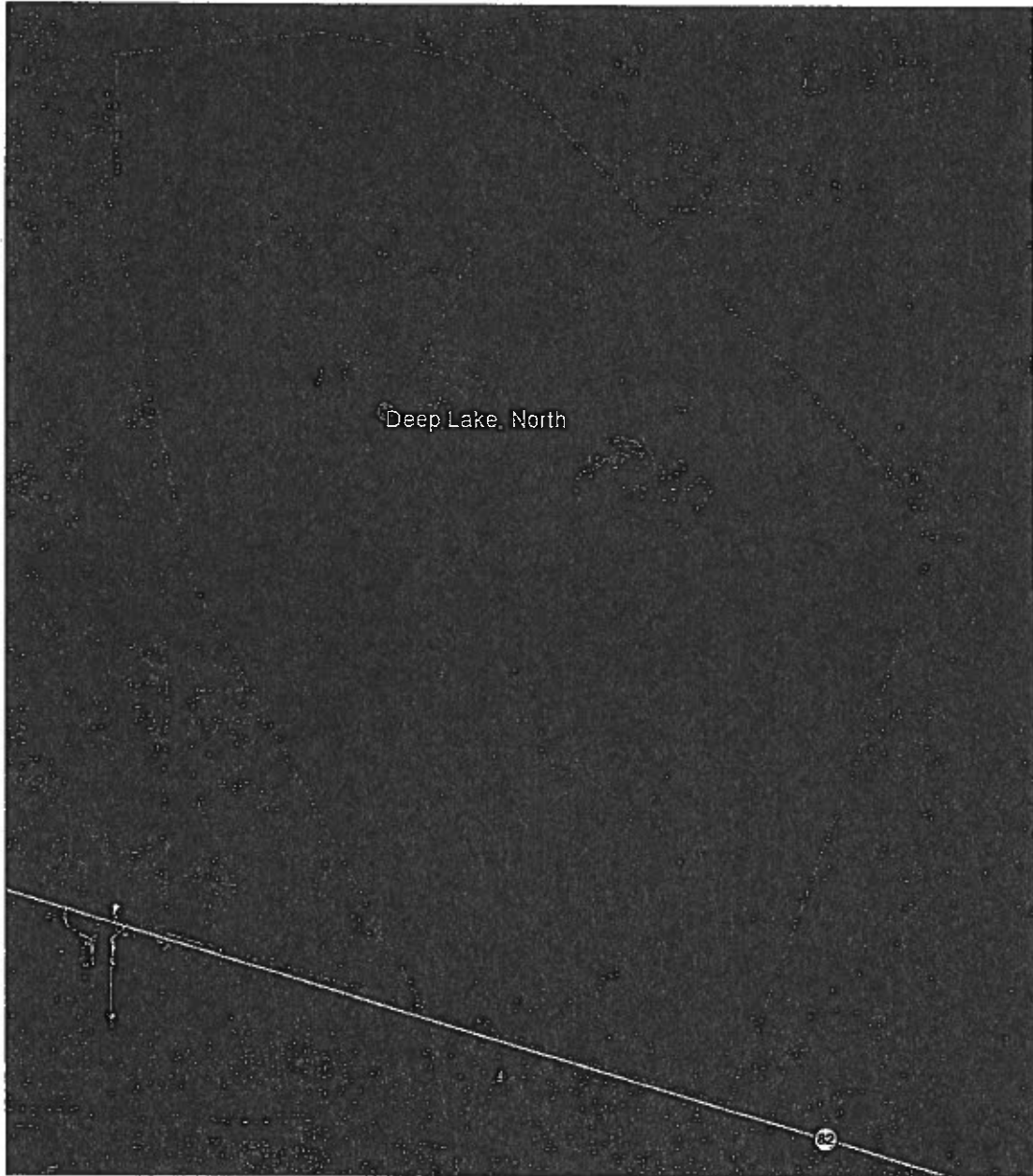


EXHIBIT B

Map of the Operational Area

(Detail View)

2014 Aerial



RECEIVED

FEB 05 2016

Return Date
Stamped

RECEIVED & FILED

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

2016 FEB 4 PM 4 17

STATE OF LOUISIANA

DOCKET NO. 10-19572 CLERK OF COURT
CAMERON PARISH, LA.

THE PARISH OF CAMERON

VERSUS

BEPCO, L.P., ANADARKO E&P ONSHORE, LLC, APACHE CORPORATION (OF DELAWARE), APACHE OIL CORPORATION, BP AMERICA PRODUCTION COMPANY, CENTRAL RESOURCES, INC., CHEVRON PIPE LINE COMPANY, CHEVRON U.S.A. HOLDINGS, INC., CHEVRON U.S.A., INC., CONOCOPHILLIPS COMPANY, DAVIS OIL COMPANY, DAVIS PETROLEUM CORPORATION, DENOVO OIL & GAS, INC., ESTATE OF WILLIAM G. HELIS, EXCHANGE OIL & GAS CORPORATION, EXCO RESOURCES, INC., EXXON MOBIL CORPORATION, FREEPORT SULPHUR COMPANY, FREEPORT-MCMORAN OIL & GAS L.L.C., GAS TRANSPORTATION CORPORATION, GRAHAM ROYALTY, LTD., HILCORP ENERGY COMPANY, LINDER OIL COMPANY, A PARTNERSHIP, LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., LYONS PETROLEUM, INC., MARSH ENGINEERING, INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC., MOSAIC GLOBAL HOLDINGS, INC., SHORELINE SOUTHEAST LLC, THE LOUISIANA LAND AND EXPLORATION COMPANY, LLC, THE TEXAS COMPANY, TRANSCO EXPLORATION COMPANY, WHITE OAK OPERATING COMPANY, LLC, WHITING PETROLEUM CORPORATION, XPLOER ENERGY OPERATING COMPANY AND XTO ENERGY INC.

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by

EXHIBIT B
Map of the Operational Area
(Overview)

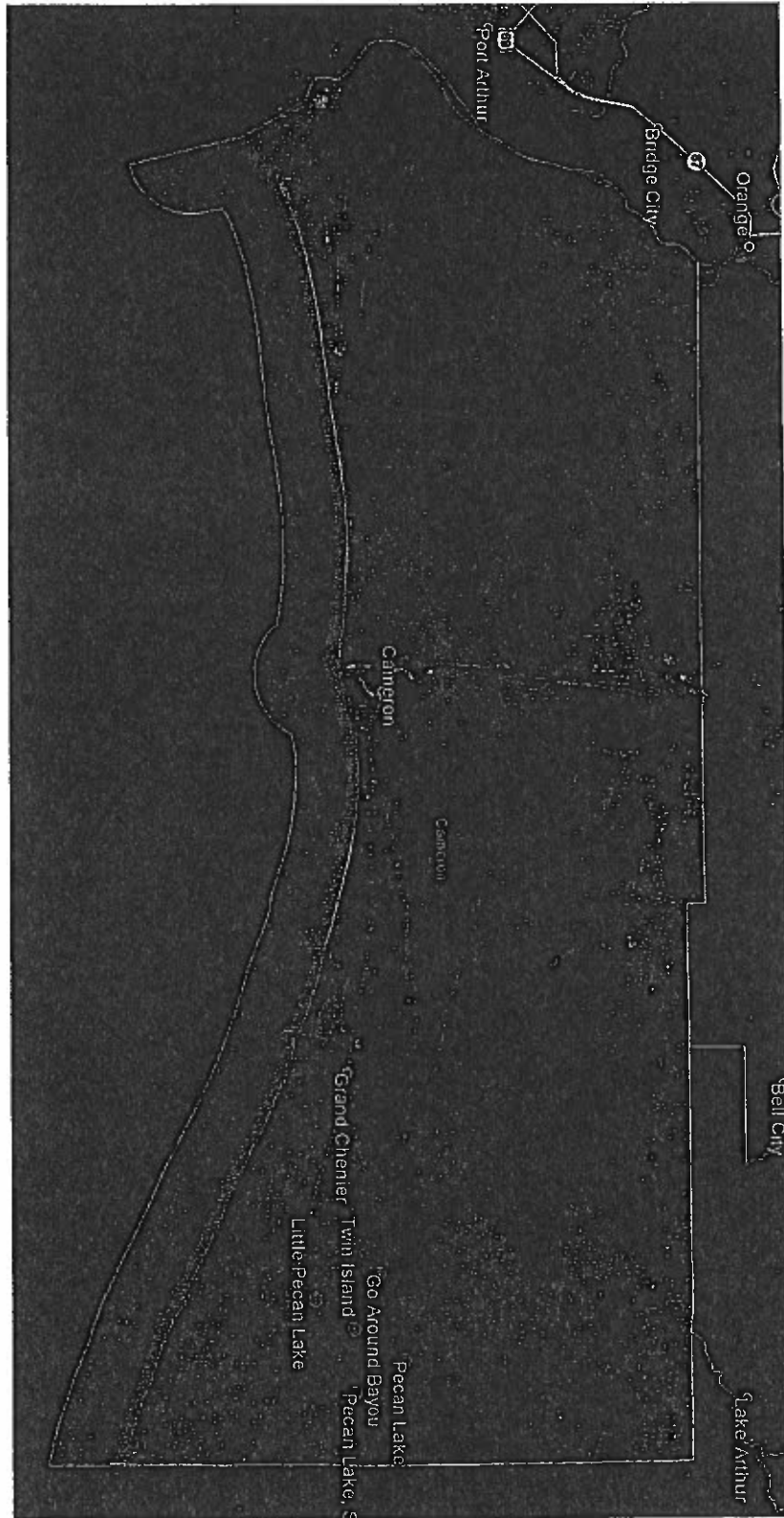
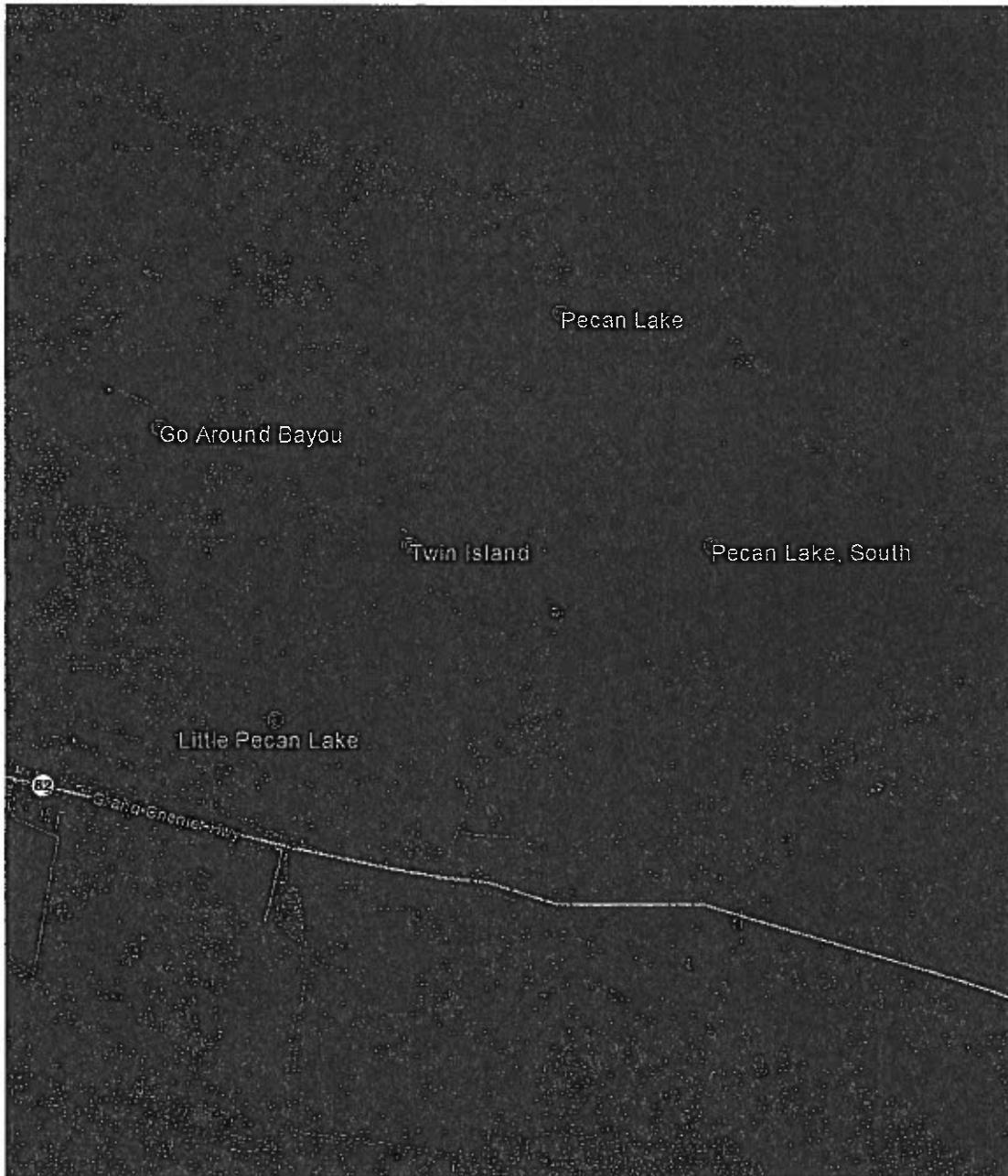


EXHIBIT B
Map of the Operational Area
(Detail View)

2014 Aerial



RECEIVED

FEB 05 2016

Return Date
Stamped

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. _____

16-19570

THE PARISH OF CAMERON

VERSUS

BP AMERICA PRODUCTION COMPANY, APACHE OIL CORPORATION,
CHEYRON U.S.A., INC., DAVIS OIL COMPANY, ENERGY PROPERTIES, INC., GAS
TRANSPORTATION CORPORATION, LA MESA PRODUCTION INC., LINDER OIL
COMPANY, A PARTNERSHIP AND SHOCKER ENERGY OF LOUISIANA, INC.

FILED: _____

DEPUTY CLERK

CLERK OF COURT
CAMERON PARISH, LA.

2016 FEB 4 PM 4 20

RECEIVED & FILED

PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Cameron Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

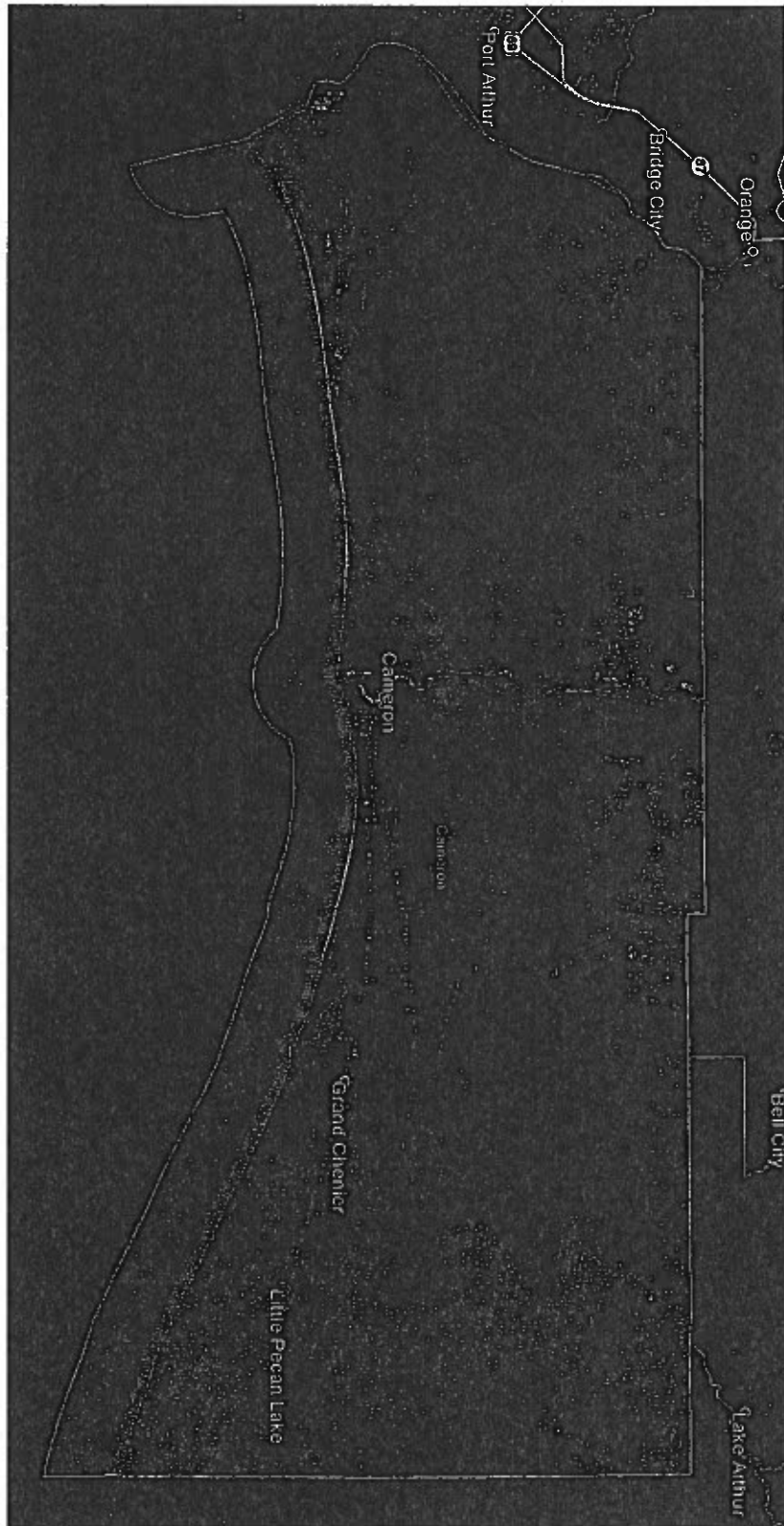
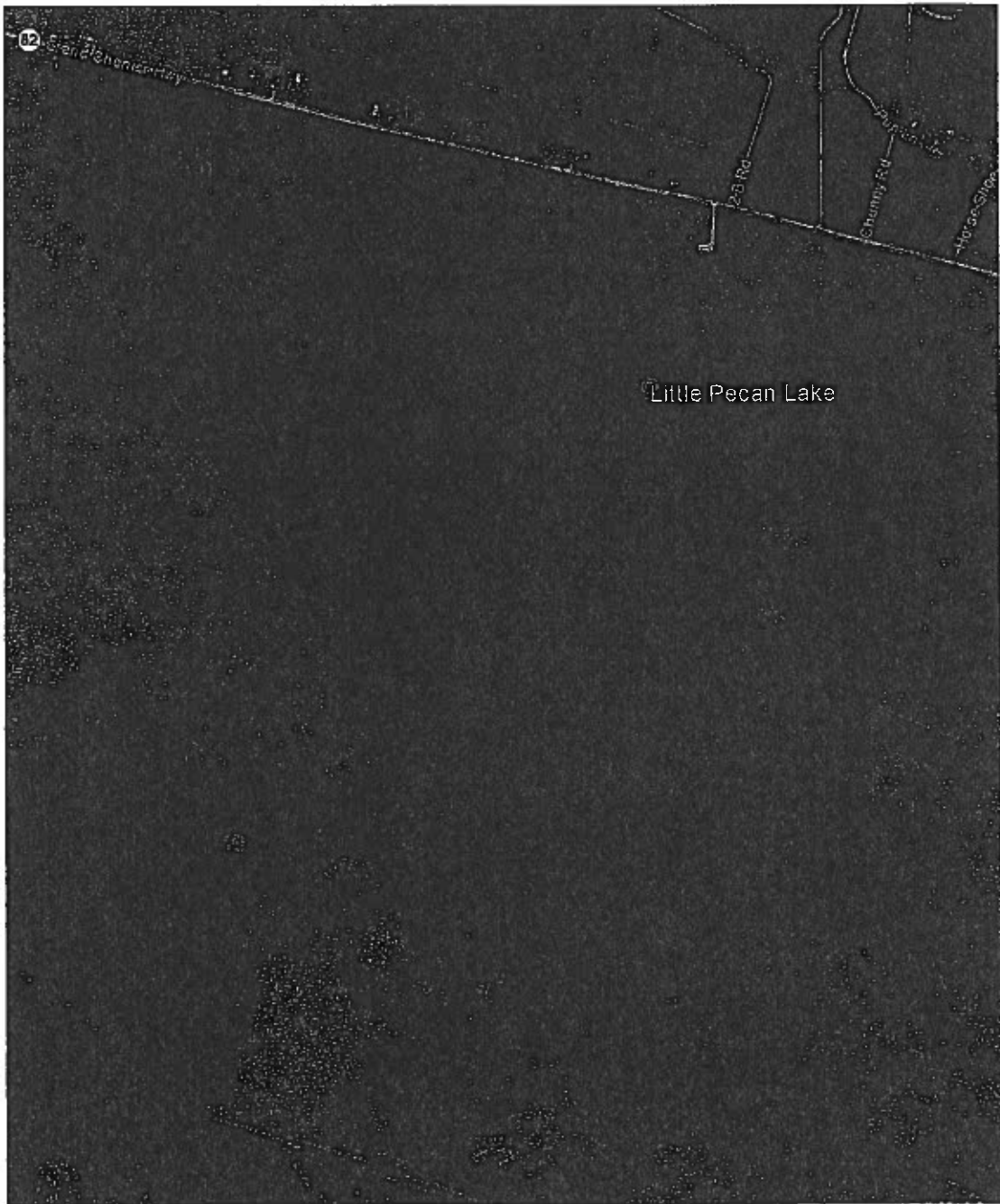


EXHIBIT B
Map of the Operational Area
(Detail View)

2014 Aerial



RECEIVED

Return Date
Stamped

FEB 05 2016

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. _____

10-19570

THE PARISH OF CAMERON

VERSUS

BRAMMER ENGINEERING, INC., ANADARKO E&P ONSHORE, LLC, CHEVRON U.S.A. HOLDINGS, INC., ENDEAVOR ENERGY RESOURCES, L.P., EXXON MOBIL CORPORATION, HRC ENERGY HOLDINGS (LA), INC., INEXCO OIL COMPANY, LATEX-STAR, INC., LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC., SOUTHPORT EXPLORATION, INC., SWN PRODUCTION COMPANY, LLC AND THE TEXAS COMPANY

FILED: _____

DEPUTY CLERK

RECEIVED & FILED
2016 FEB 4 PM 4 17
CLERK OF COURT
CAMERON PARISH, LA.

PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or

EXHIBIT B
Map of the Operational Area
(Overview)

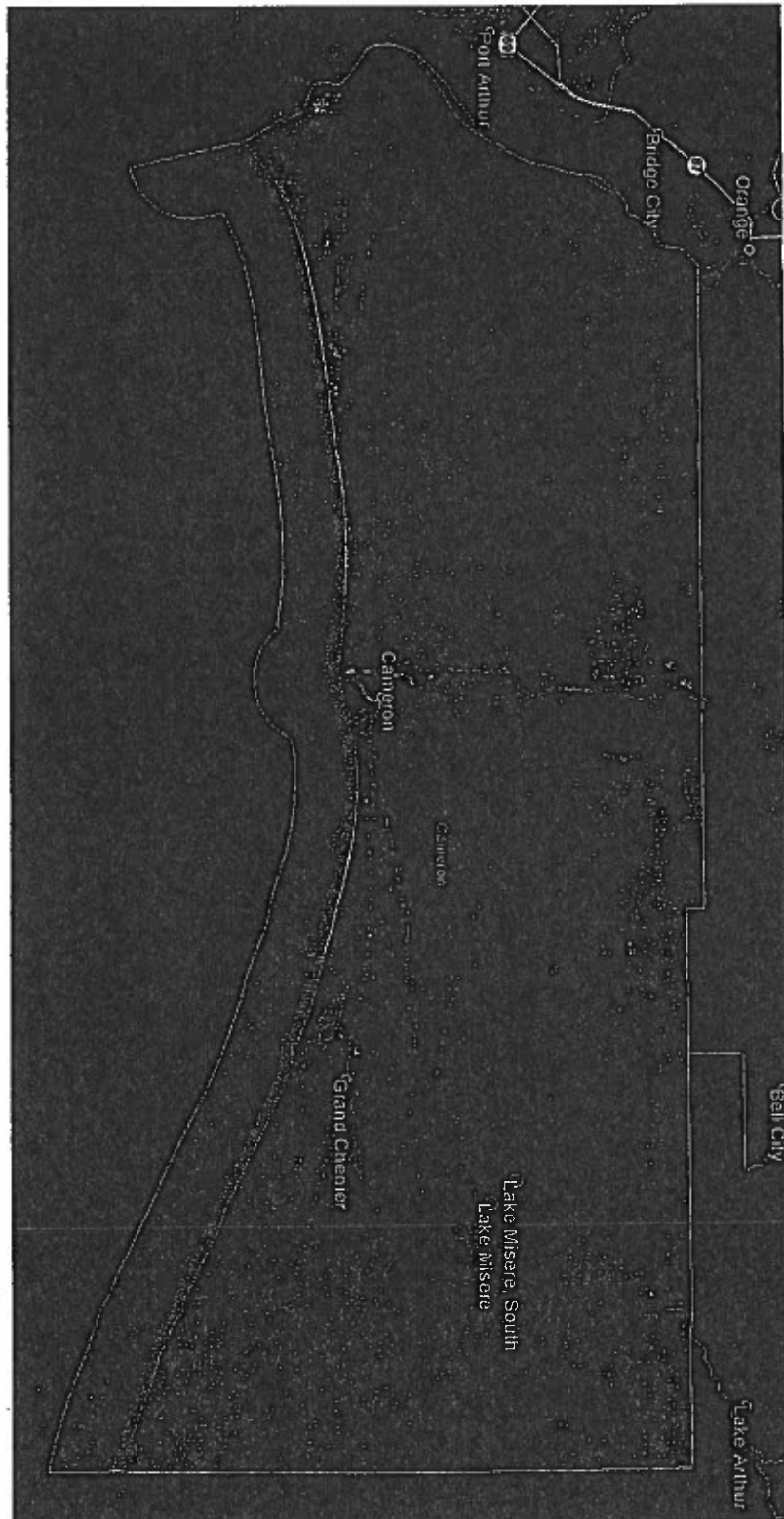
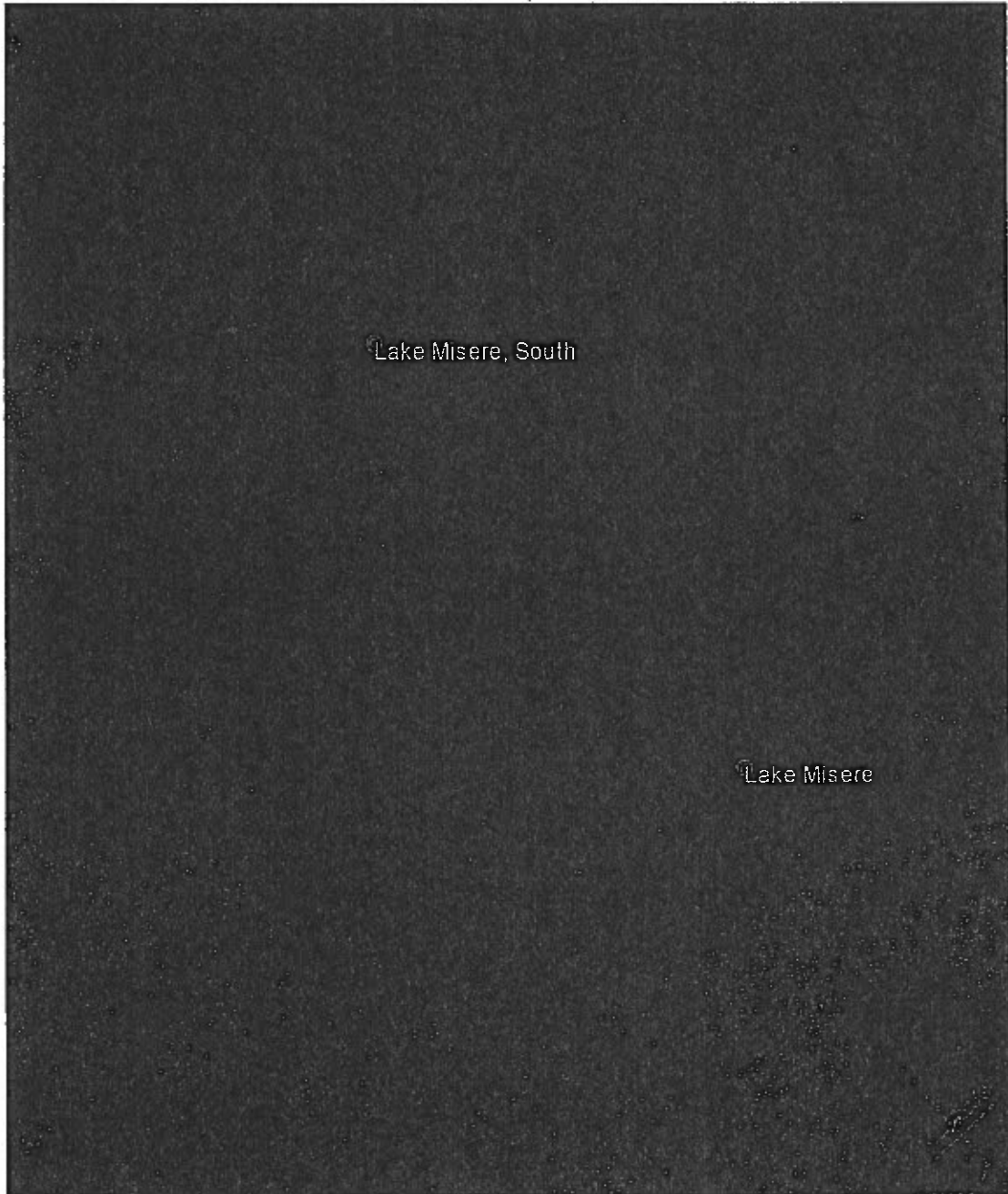


EXHIBIT B

Map of the Operational Area

(Detail View)

2014 Aerial



RECEIVED

FEB 05 2016

Return Date
Stamped

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. 10-19075

THE PARISH OF CAMERON

VERSUS

BURLINGTON RESOURCES OIL & GAS COMPANY LP, CHEVRON U.S.A., INC.,
DEVON ENERGY PRODUCTION COMPANY, L.P., EXXON MOBIL CORPORATION,
HENRY PRODUCTION COMPANY, INC., HESS CORPORATION, HILCORP
ENERGY COMPANY, MERIT ENERGY COMPANY, LLC, MOBIL OIL
EXPLORATION & PRODUCING SOUTHEAST INC., PALACE OPERATING
COMPANY, PETROQUEST ENERGY, L.L.C., THE MERIDIAN RESOURCE &
EXPLORATION LLC, WALTER OIL & GAS CORPORATION AND ZENERGY, INC.

RECEIVED & FILED
2016 FEB 4 PM 4 21
CLERK OF COURT
CAMERON PARISH, LA.

FILED: _____
DEPUTY CLERK

**PETITION FOR DAMAGES
TO THE
CAMERON PARISH COASTAL ZONE**

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF CAMERON, and (2) the State of Louisiana *ex rel.* PARISH OF CAMERON. The Parish of Cameron is a local government of this State that has been authorized since 1983 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Cameron is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules,

EXHIBIT B
Map of the Operational Area
(Detail View)

2014 Aerial

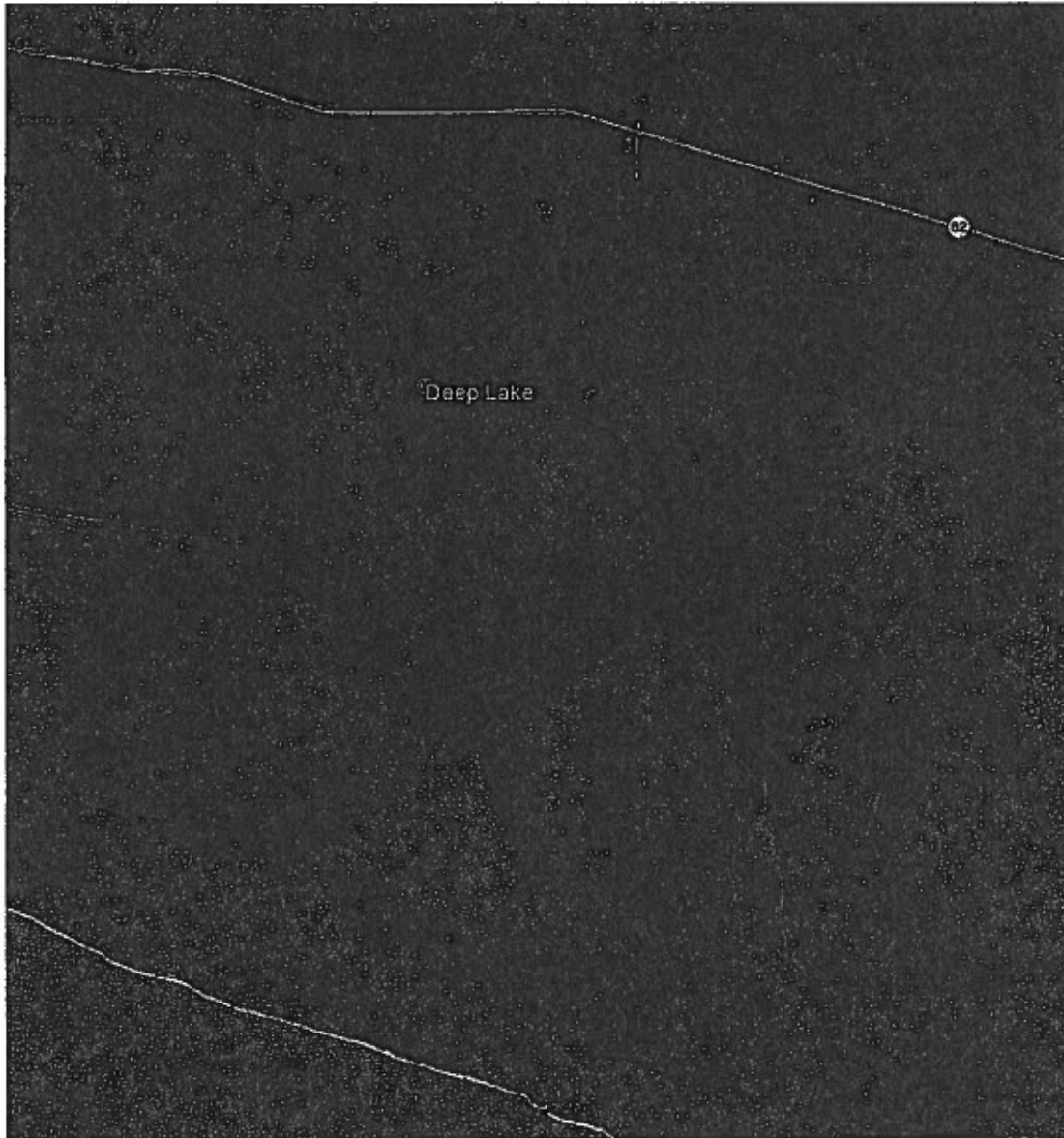


EXHIBIT C

Map of Coastal Use Permits within the Operational Area

Yellow and orange shapes represent work locations described in Coastal Use Permits.
Source: LDNR

2014 Aerial



Return Date Stamped

FILE FOR RECORD
0219 Rec Counter
2013 NOV 12 AM 9:01

DEPUTY CLERK
PARISH OF JEFFERSON, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 132-112

DIVISION C

THE PARISH OF JEFFERSON

VERSUS

ANADARAKO E&P ONSHORE LLC, STONE ENERGY CORPORATION,
CHEVRON U.S.A. INC., THE ANSCHUTZ CORPORATION,
AND CHEVRON U.S. HOLDINGS INC.

FILED: _____

DEPUTY CLERK

Filed by: Fax

Date: 11-11-13

Time: 2:30 PM

Deputy Clerk: _____

(SEE ATTACHED LOG)

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

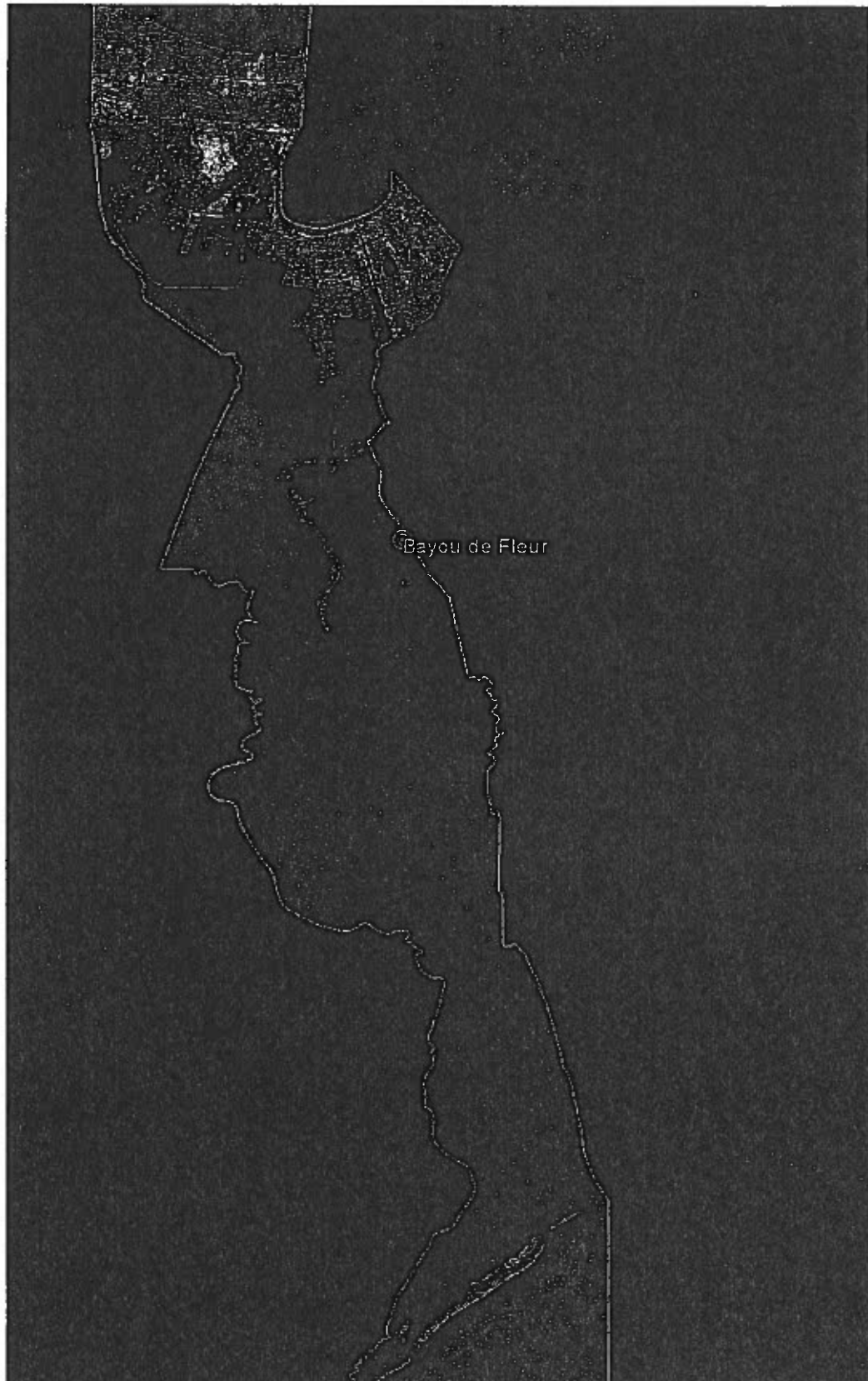
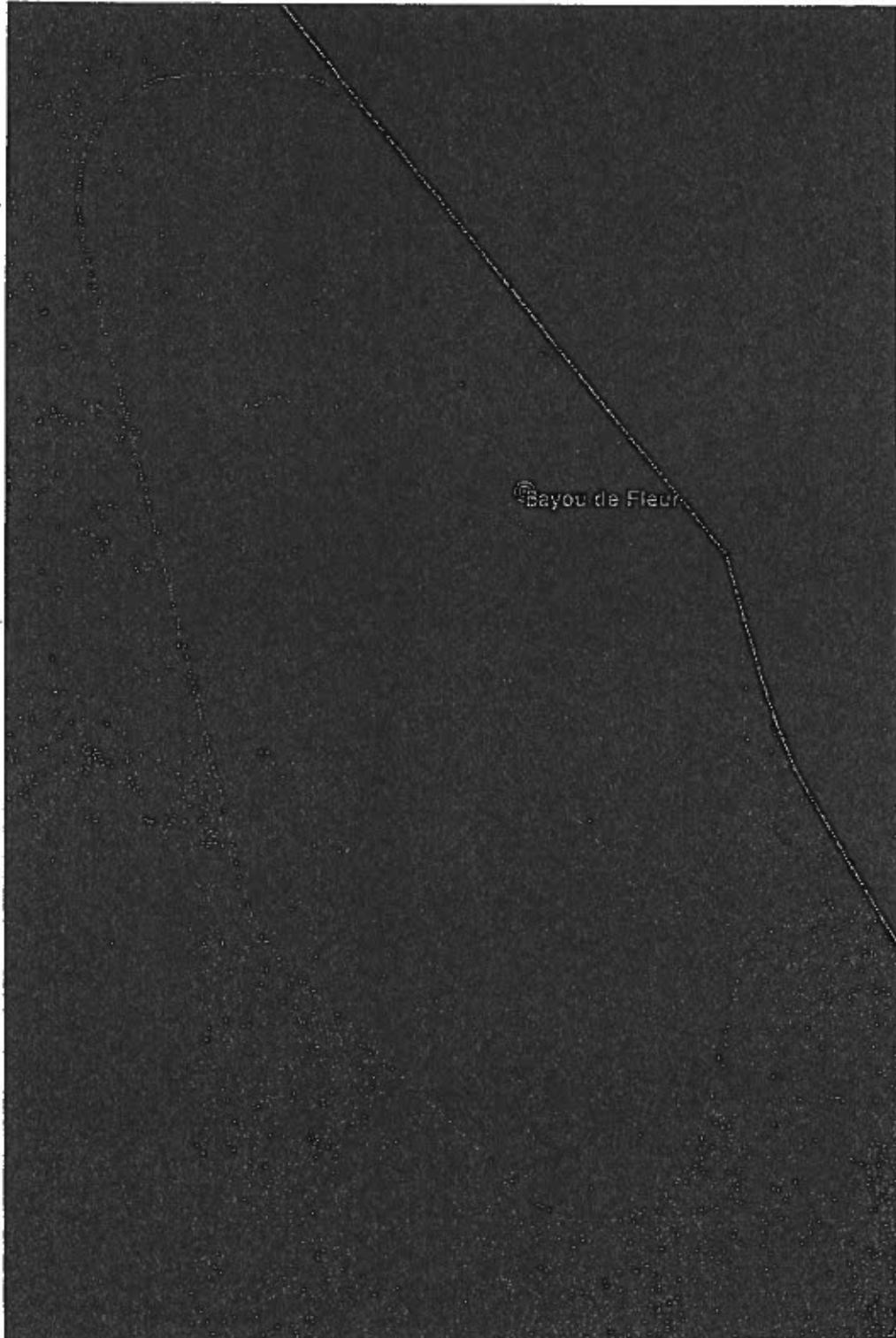


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return "Date Stamped"

FILE FOR RECORD
on Rec Counter
2013 NOV 12 AM 8:47

DEPUTY CLERK
PARISH OF JEFFERSON, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 732-708

THE PARISH OF JEFFERSON

VERSUS

DIVISION (N)
Filed by: Fax
Date: 11-11-13
Time: 7:25 pm
Deputy Clerk: _____

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC. (SEE ATTACHED LOG)
EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED,
CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY,
EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

FILED: _____
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

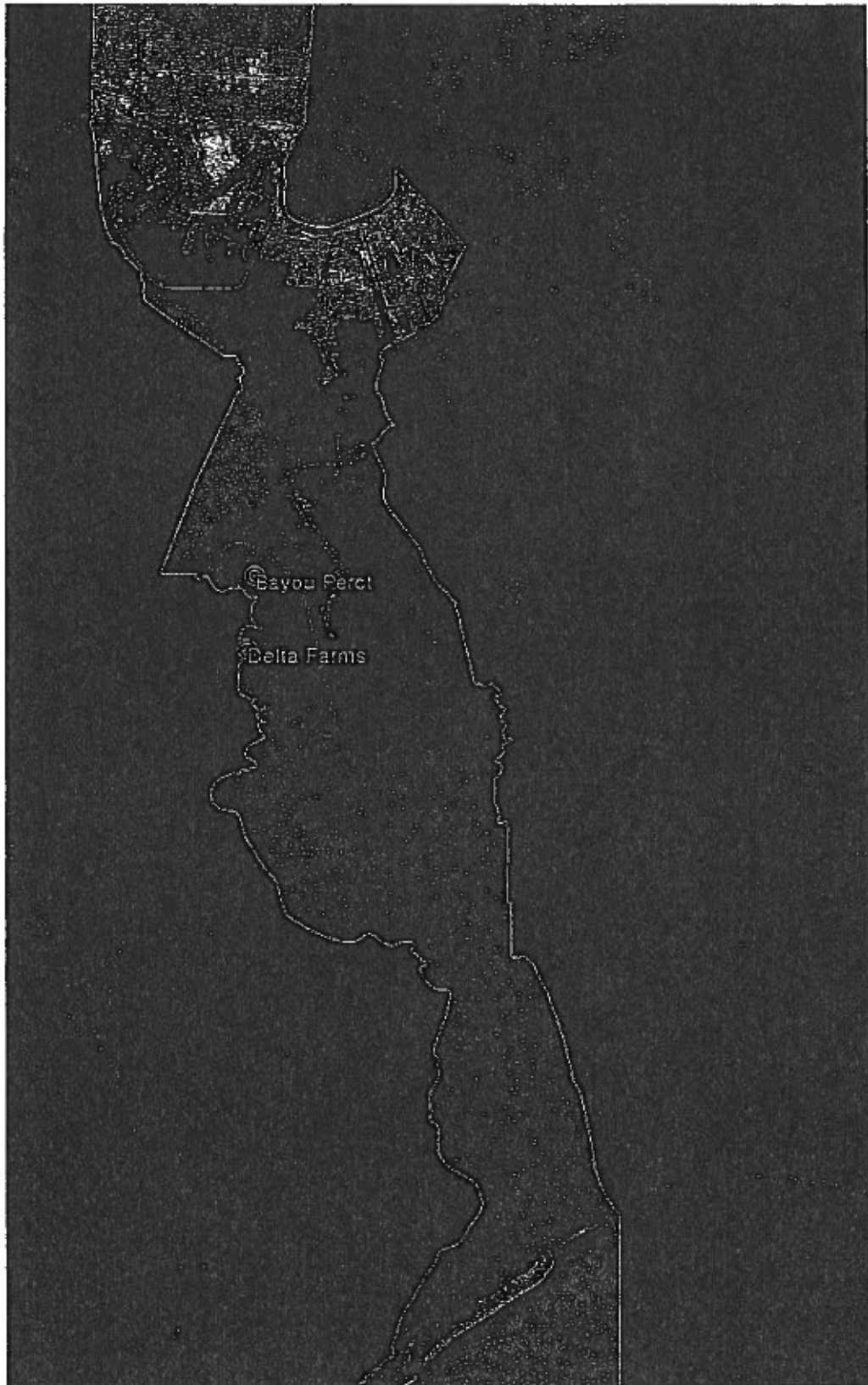
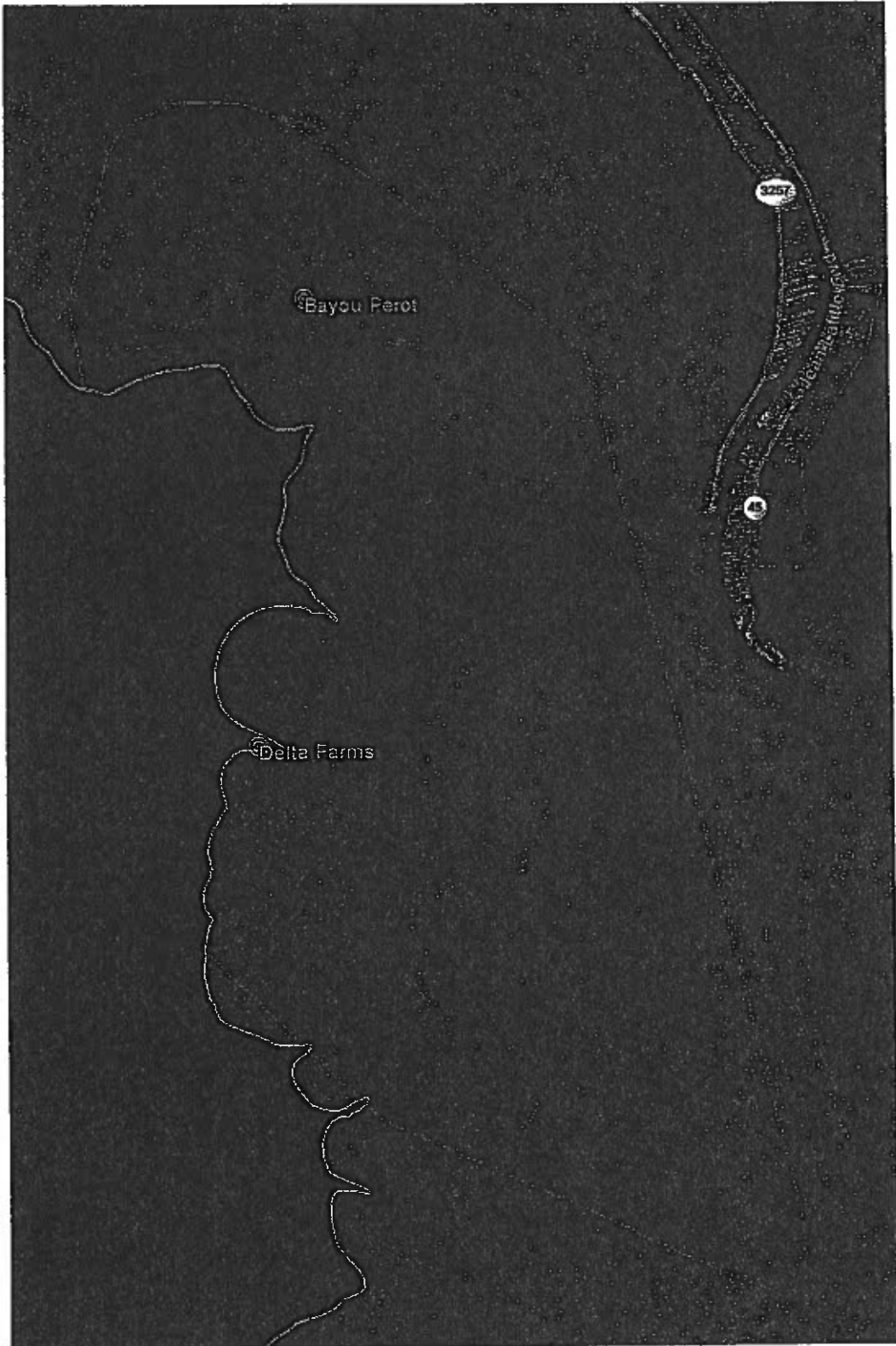


EXHIBIT B
Map of the Operational Area
(Detail View)

2013 Aerial



Return "Date Stamped"

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2013 NOV 12 AM 8:58

DEPUTY CLERK
PARISH OF JEFFERSON, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

(H)

DOCKET NO. 732-771

DIVISION " "

THE PARISH OF JEFFERSON

VERSUS

CANLAN OIL COMPANY, CHEVRON U.S.A. INC., GOODRICH OIL COMPANY,
LANOCO, INC., U.S. OIL & GAS, INC., GULF PRODUCTION COMPANY, INC.,
STONE ENERGY CORPORATION, AND J. A. SEGLUND, INC.

FILED: _____

DEPUTY CLERK: Fax

Date: 11-11-13
Time: 2:15pm

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

Deputy Clerk: _____
(SEE ATTACHED LOG)

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

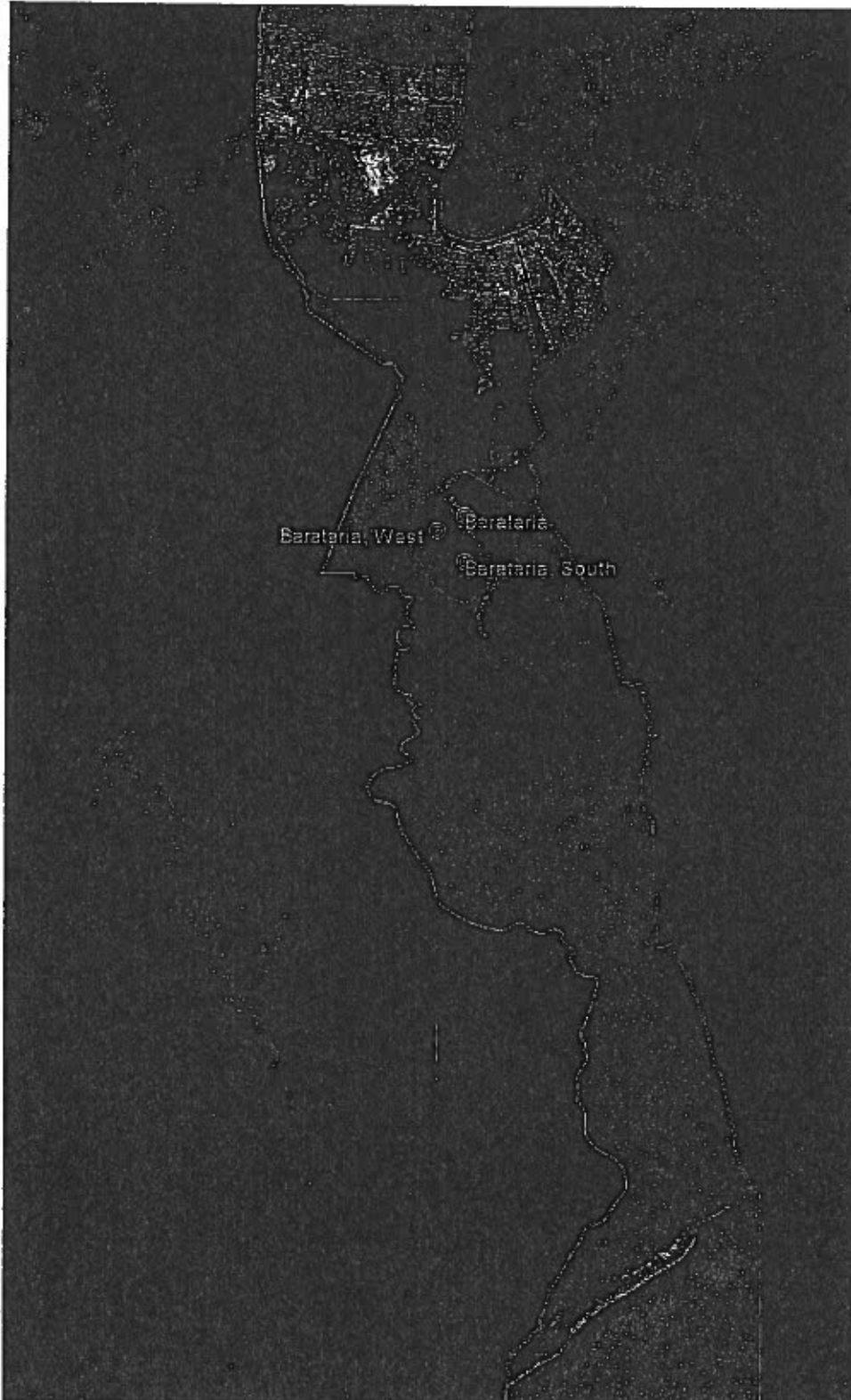
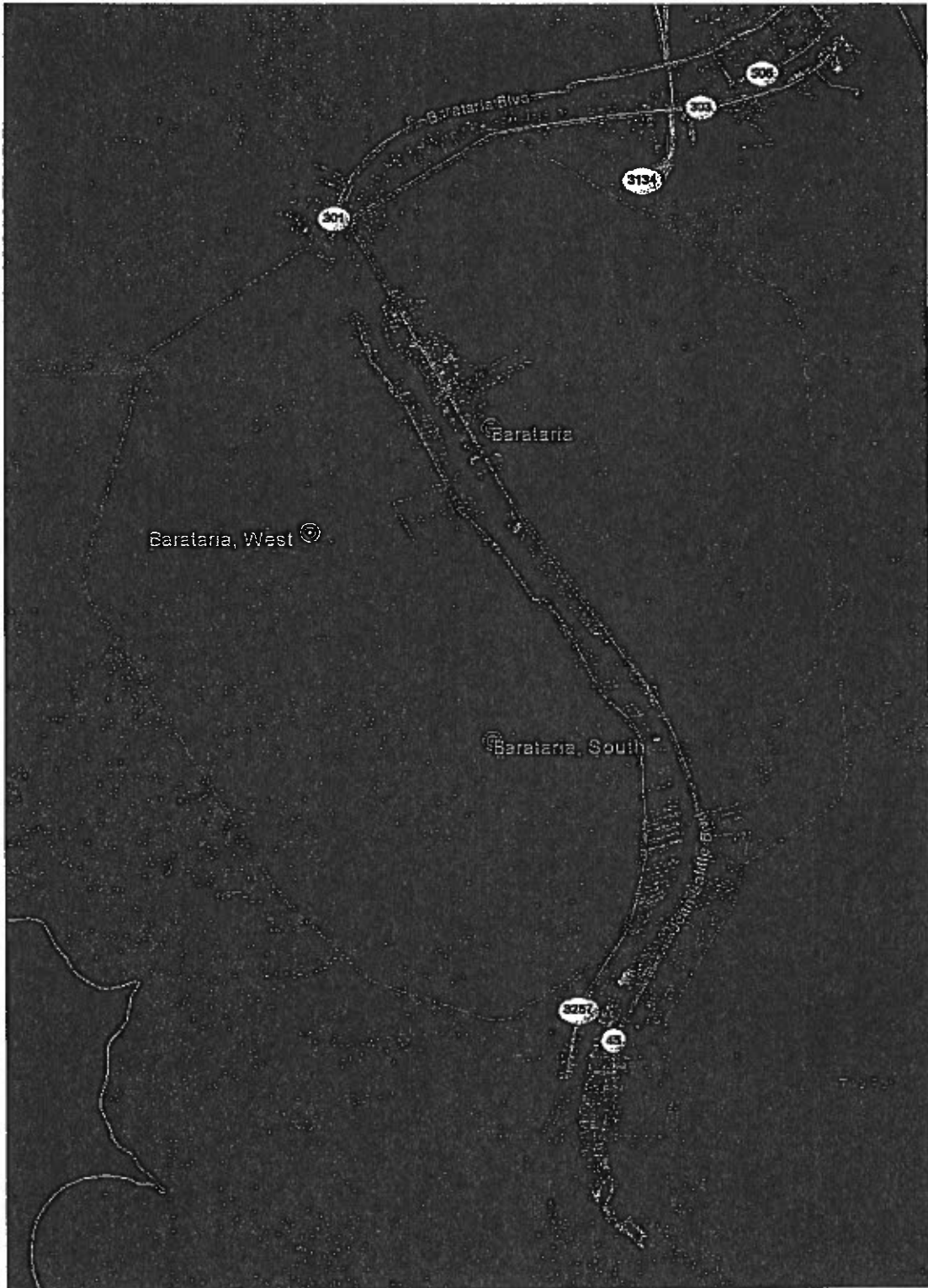


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return "Date Stamped"

FILE FOR RECORD
DEPT REC via Counter
2013 NOV 12 AM 8:55

DEPUTY CLERK
PARISH OF JEFFERSON, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 732-709


DIVISION "P"

THE PARISH OF JEFFERSON

VERSUS

CHEVRON U.S.A HOLDINGS INC., STONE ENERGY CORPORATION,
HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., THE LOUISIANA LAND
AND EXPLORATION COMPANY LLC (MARYLAND), ATLANTIC RICHFIELD
COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, EQUITABLE
PETROLEUM CORPORATION, TURNKEY OILFIELD CONTRACTORS, INC., THE
TEXAS COMPANY, GULF COAST CRUDE OIL & GAS COMPANY, INC.,
LOUISIANA CRUDE OIL & GAS COMPANY, INC.,
BP AMERICA PRODUCTION COMPANY, AND BEPCO, L.P.

FILED: _____
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

Filed by: Fax
Date: 11.11.13
Time: 11:48 AM
Deputy Clerk: _____

1.

(SEE ATTACHED LOG)

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

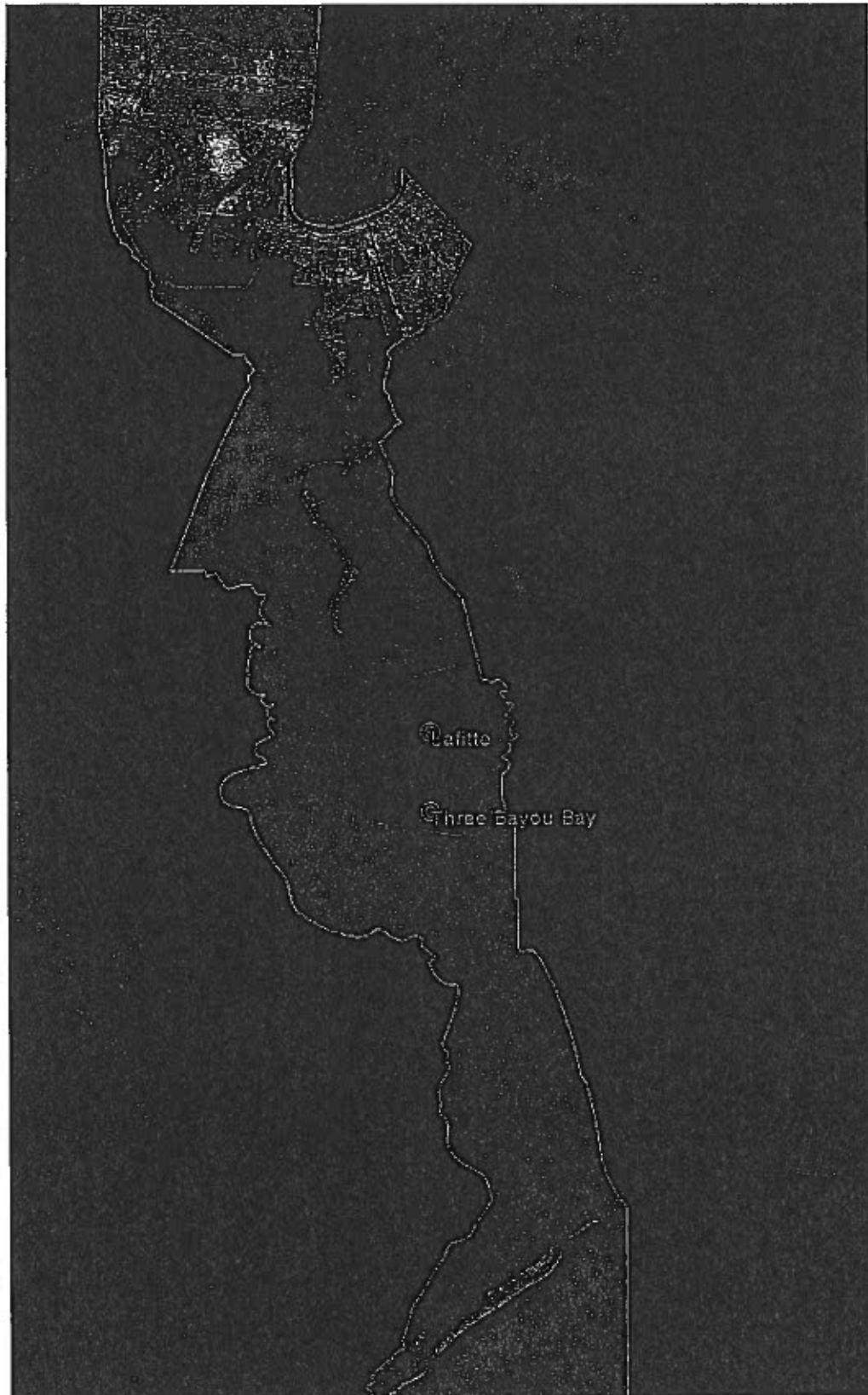
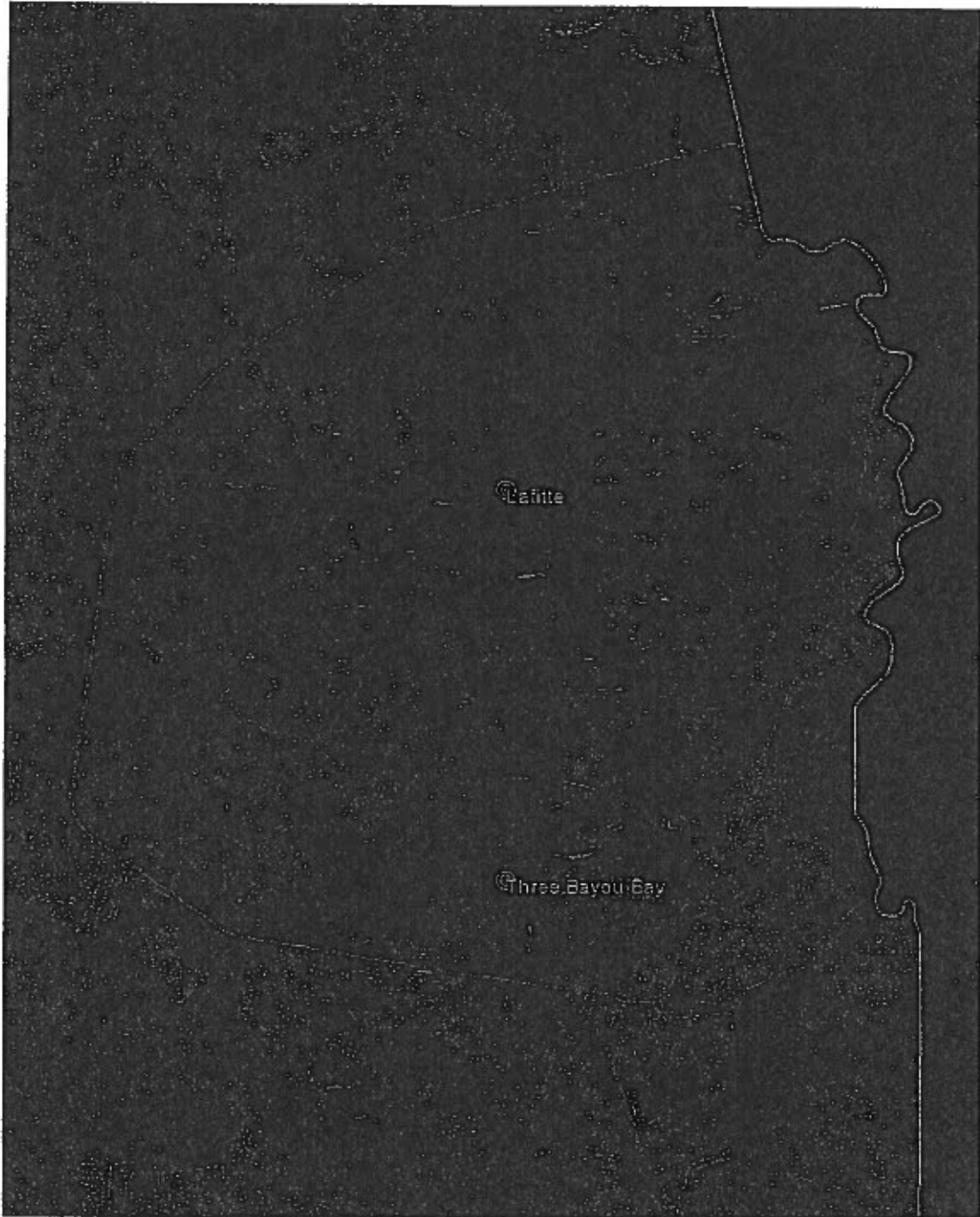


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return "Date Stamped"

FILE FOR RECORD
2013 NOV 12 AM 8:52
Orig Rec via Counter

DEPUTY CLERK
PARISH OF JEFFERSON, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 732,770

(H)
DIVISION " "

THE PARISH OF JEFFERSON

VERSUS

DESTIN OPERATING COMPANY, INC., EXXON MOBIL CORPORATION, SWIFT ENERGY OPERATING, LLC, CHEVRON U.S.A. HOLDINGS INC., ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., HILCORP ENERGY COMPANY, ENERTEC EXPLORATION, INC., FOREST OIL CORPORATION, HELIS OIL & GAS COMPANY, L.L.C., THE LOUISIANA LAND AND EXPLORATION COMPANY LLC (MARYLAND), LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, SHELL OIL COMPANY, AND CONOCOPHILLIPS COMPANY

FILED: _____

DEPUTY CLERK

Filed by: Fax
Date: 11.11.13
Time: 11:31 AM
Deputy Clerk: _____

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the (SEE ATTACHED LOG)

following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B
Map of the Operational Area
(Overview)

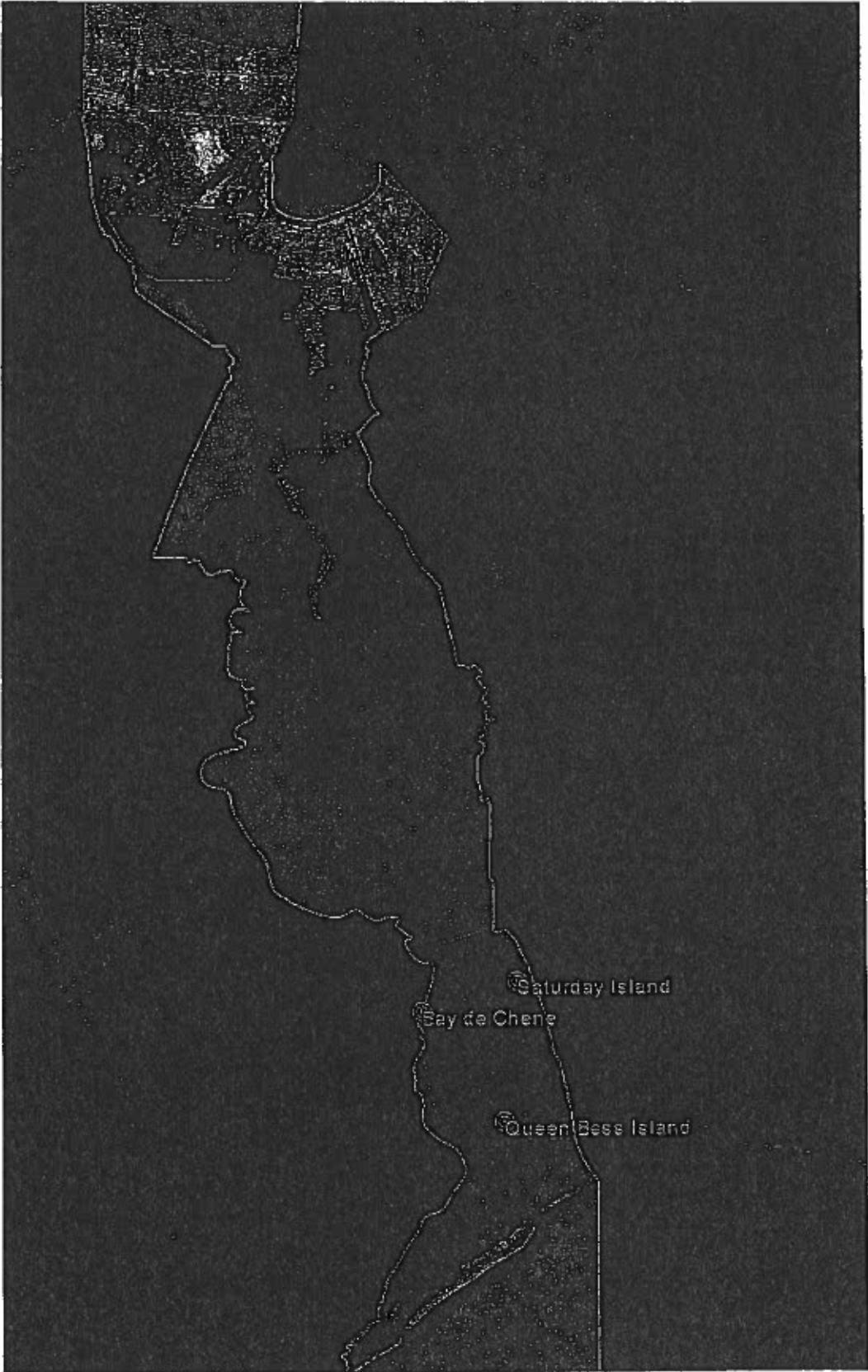
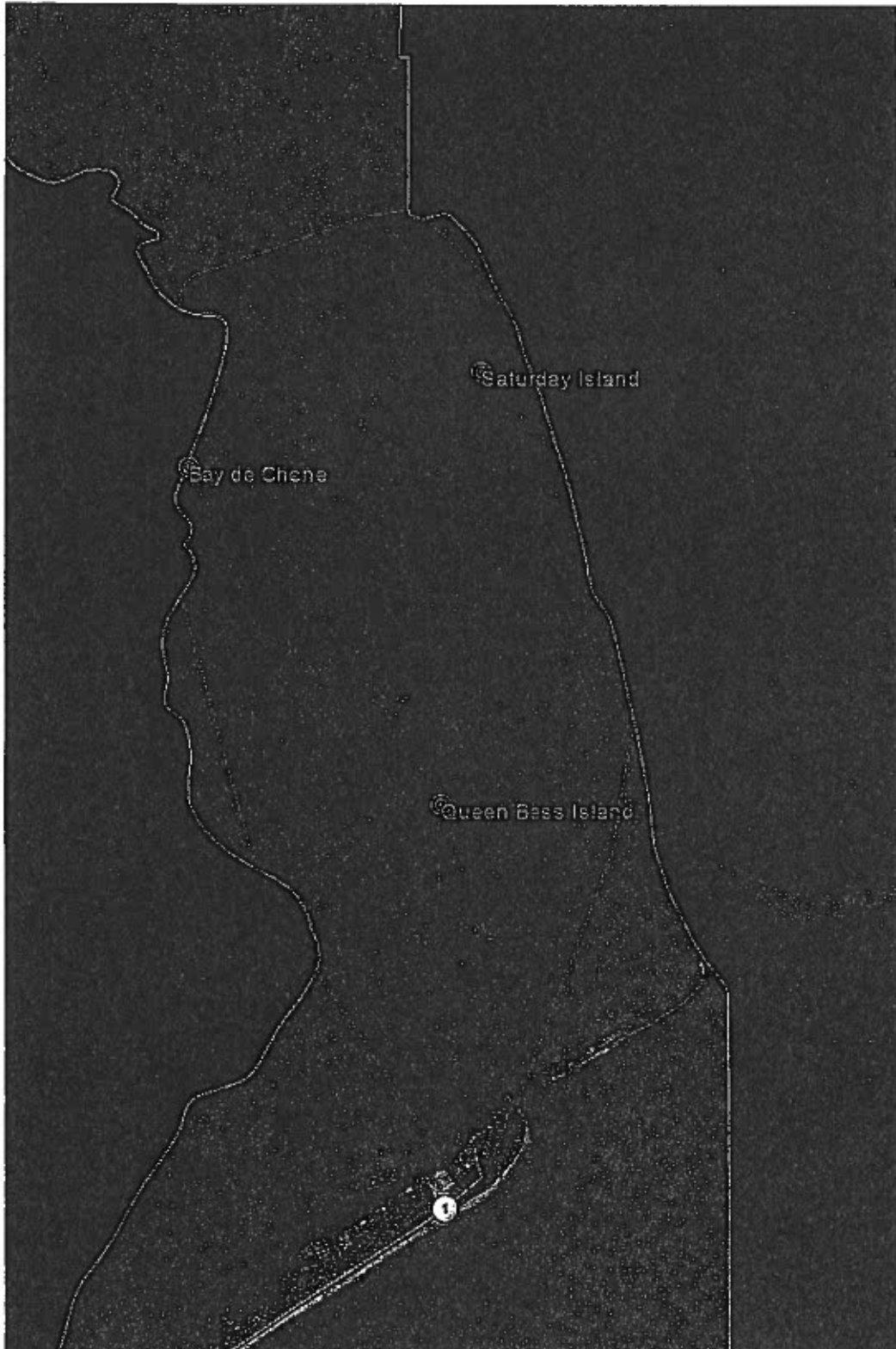


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return "Date Stamped" original owner
2/17
FOR RECORDED
2013 NOV 12 AM 9:03
DEPUTY CLERK
PARISH OF JEFFERSON, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 732.715

I
DIVISION "1"

THE PARISH OF JEFFERSON

VERSUS

EQUITABLE PETROLEUM CORPORATION, EXXON MOBIL CORPORATION, GRAHAM EXPLORATION, LTD., THE LOUISIANA LAND AND EXPLORATION COMPANY LLC (MARYLAND), BEPCO, L.P., CHEVRON U.S.A HOLDINGS INC., CHEVRON U.S.A. INC., VINTAGE PETROLEUM, LLC, BABY OIL, INC, SHELL OIL COMPANY, UNION OIL COMPANY OF CALIFORNIA, THE TEXAS COMPANY, AND CHEVRON PIPE LINE COMPANY

FILED: _____

DEPUTY CLERK

Filed by: Fax

Date: 11-11-13

Time: 2:30 PM

Deputy Clerk: _____

(SEE ATTACHED LOG)

PETITION FOR DAMAGES TO THE JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

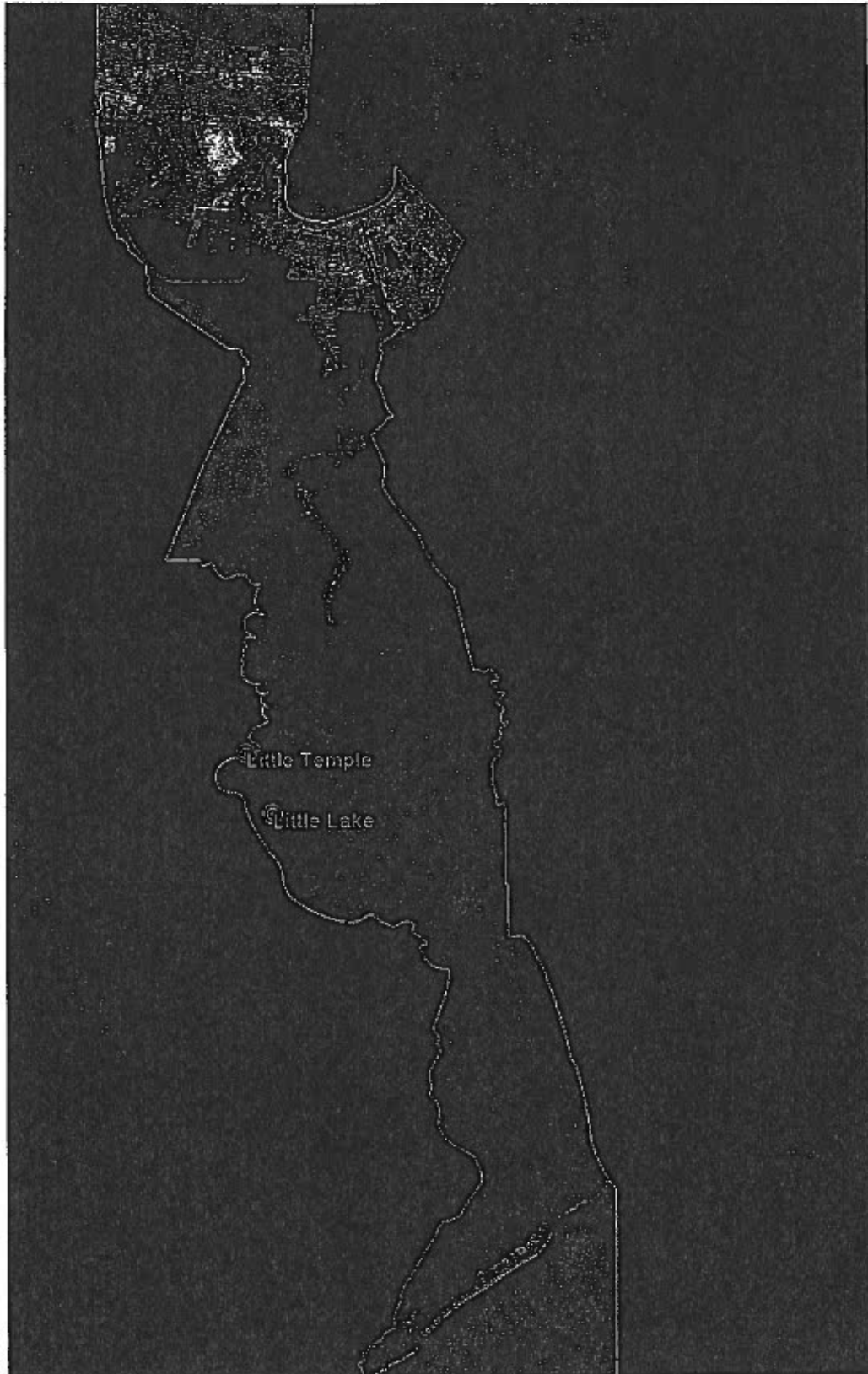
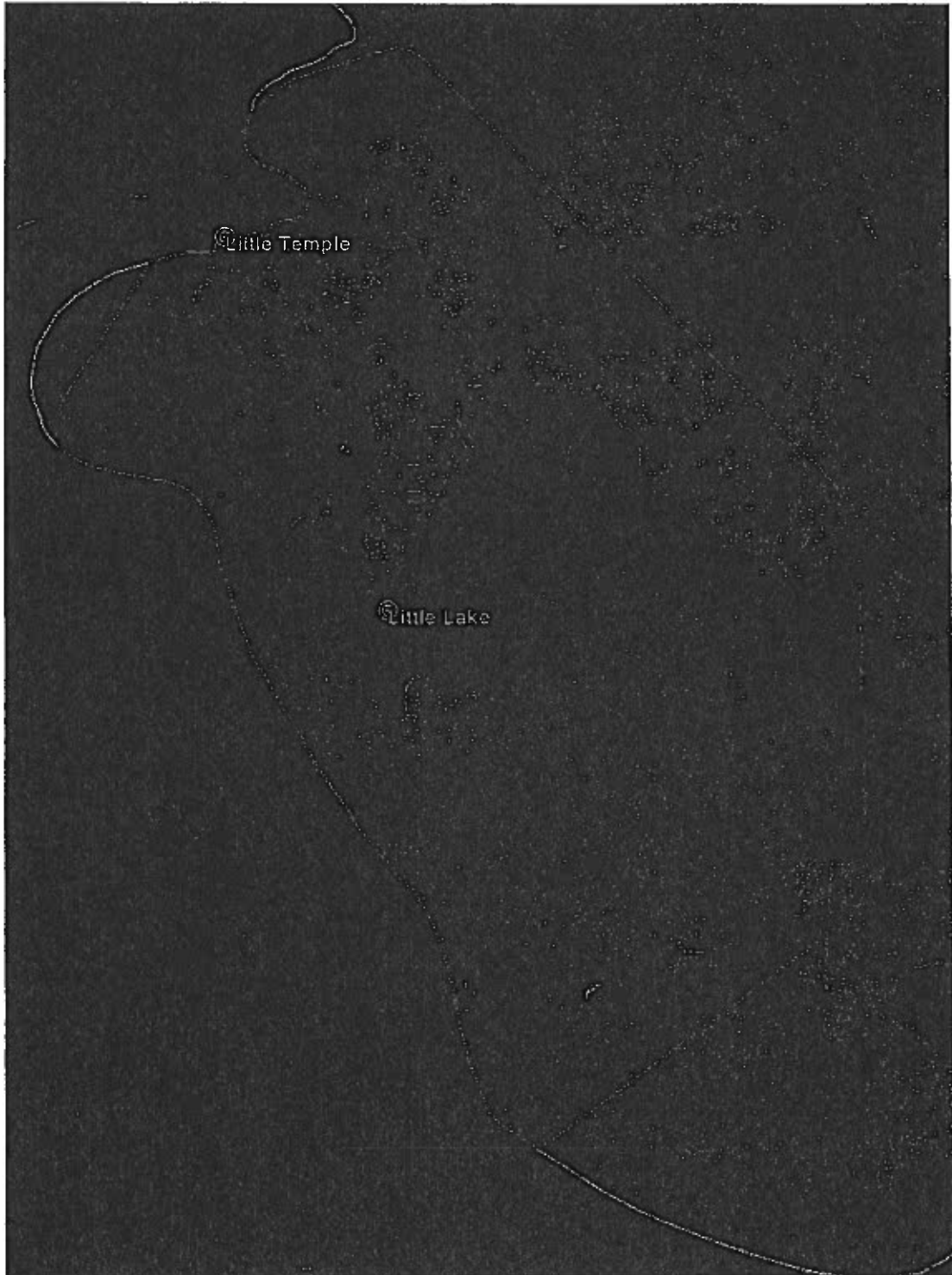


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return "Date Stamped"

Filed by: Fax
Date: 11-11-13
Time: 2:15 PM

Deputy Clerk: S/ASILEY TERAN
(SEE ATTACHED LOG)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 732-774.

DIVISION 4

THE PARISH OF JEFFERSON

VERSUS

EXXON MOBIL CORPORATION, CHEVRON U.S.A. HOLDINGS INC.,
GRAHAM ROYALTY, LTD., GULF SOUTH OPERATORS, INC., KENMORE OIL CO.,
THE LOUISIANA LAND AND EXPLORATION COMPANY LLC (MARYLAND),
GOODRICH PETROLEUM COMPANY, L.L.C., CENTERPOINT ENERGY, INC.,
AND CHEVRON U.S.A. INC.

ORIGINAL REC'D
FILE FOR RECORDED VIA
COMPTON
NOV 12 AM 9:03
PARISH OF JEFFERSON, LA
DEPUTY CLERK S/ASILEY TERAN

FILED: _____
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

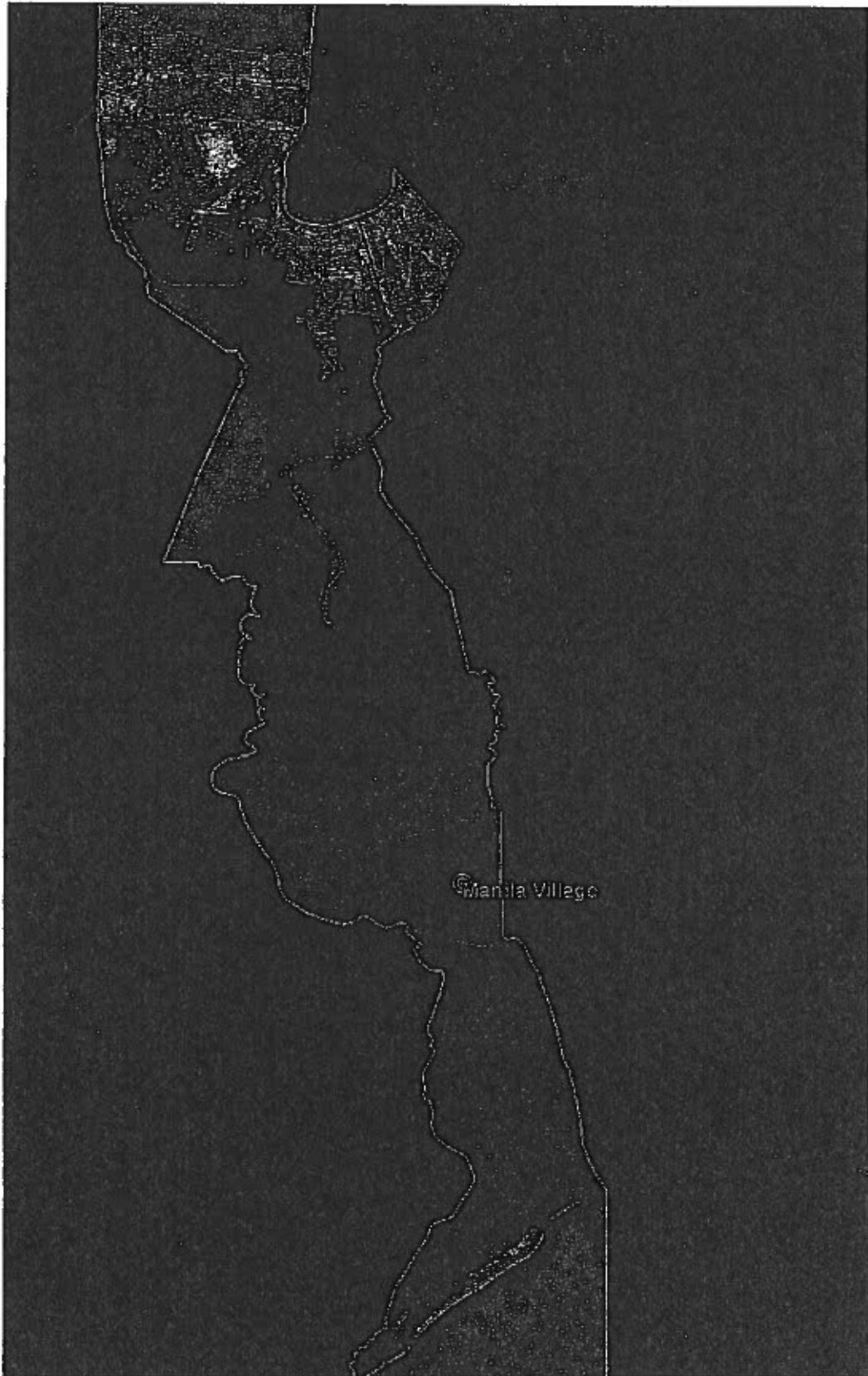
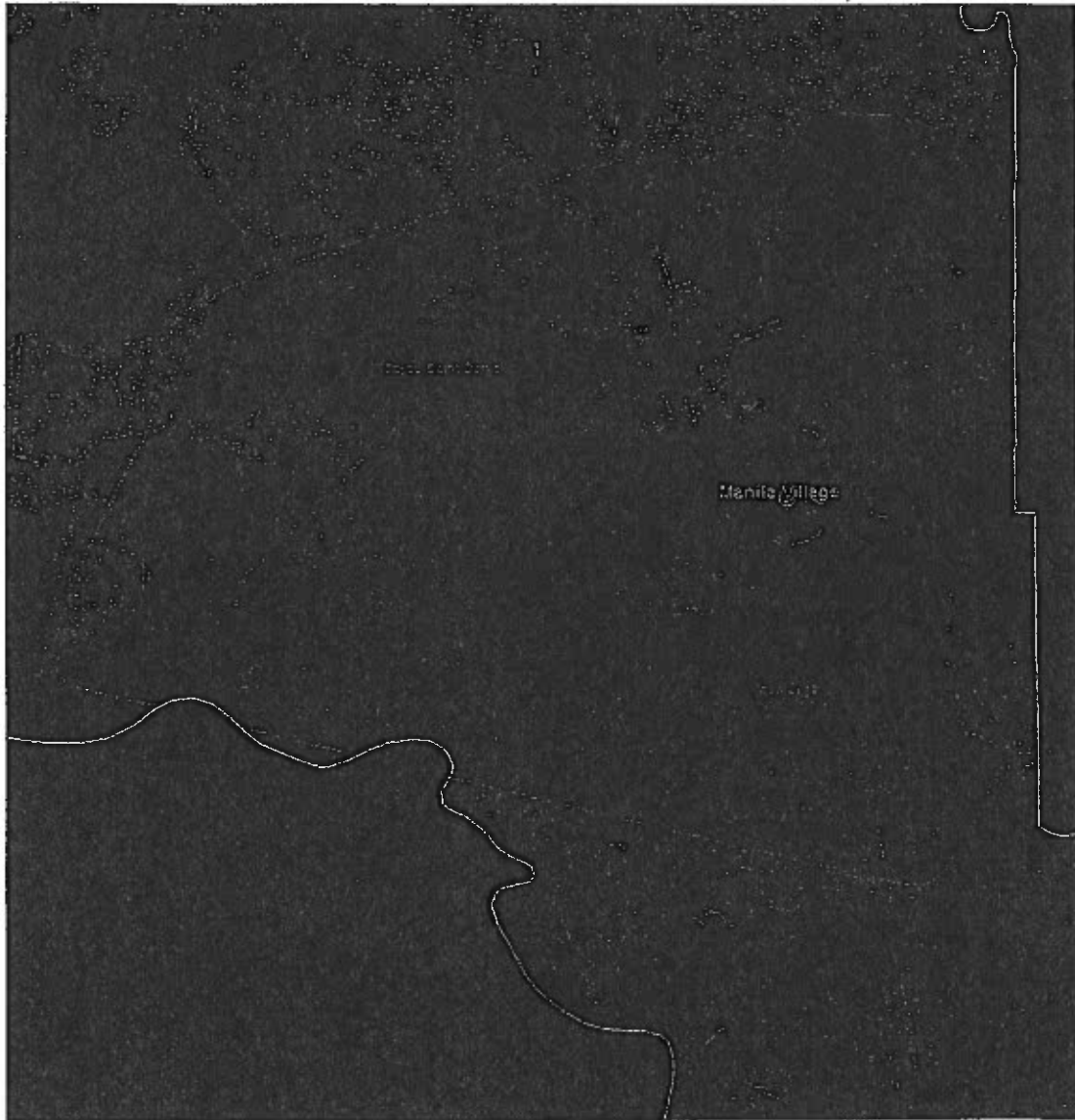


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-000

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

APACHE OIL CORPORATION, EXXON MOBIL CORPORATION, LLOG
EXPLORATION & PRODUCTION COMPANY, L.L.C., CHEVRON U.S.A. INC.,
CHEVRON U.S.A. HOLDINGS INC., FREEPORT SULPHUR COMPANY, DELTA
DEVELOPMENT COMPANY, INC., CANADIANOXY OFFSHORE PRODUCTION
COMPANY, DUNE OPERATING COMPANY, ENERVEST OPERATING, L.L.C.,
GULF SOUTH OPERATORS, INC.

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

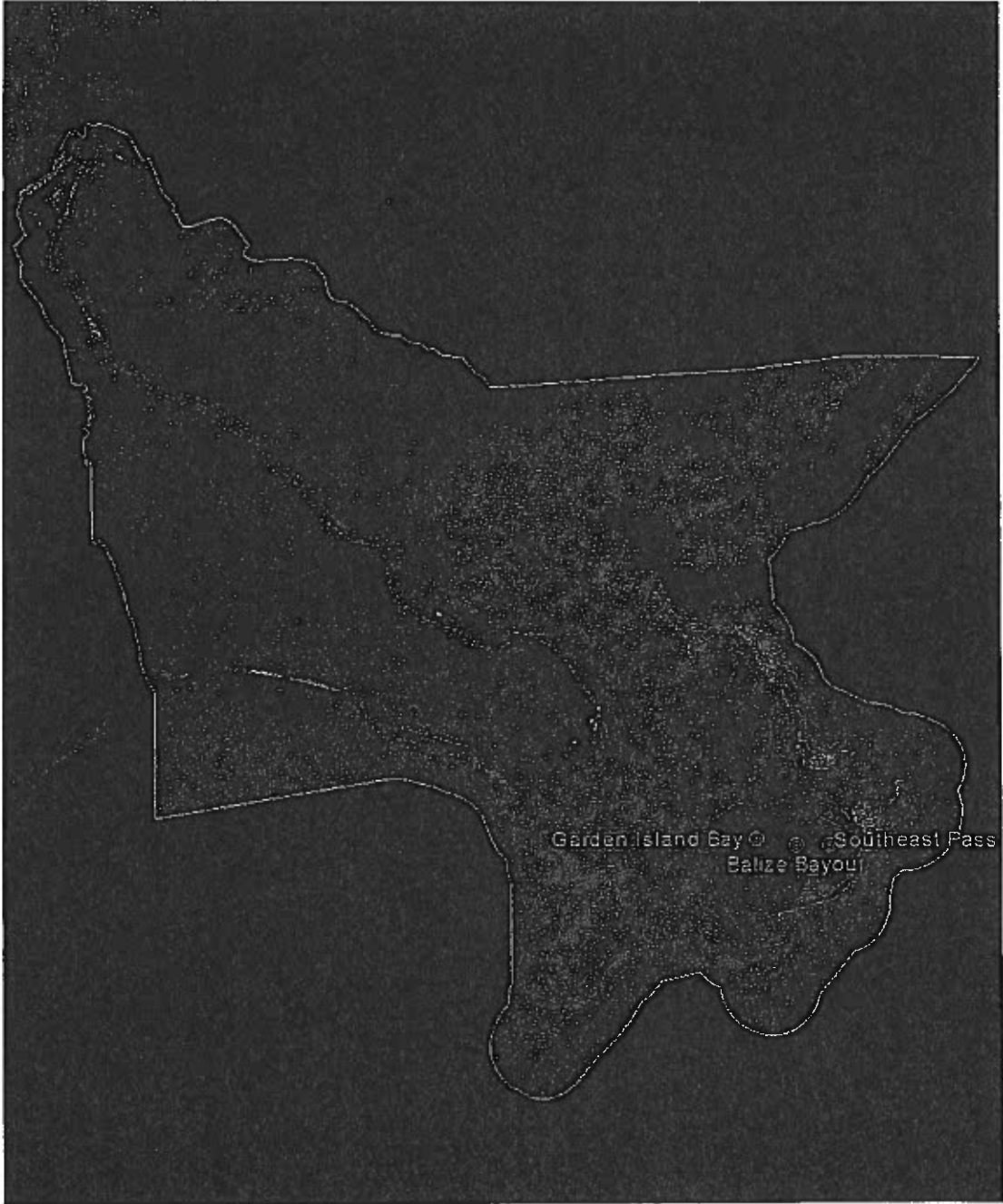
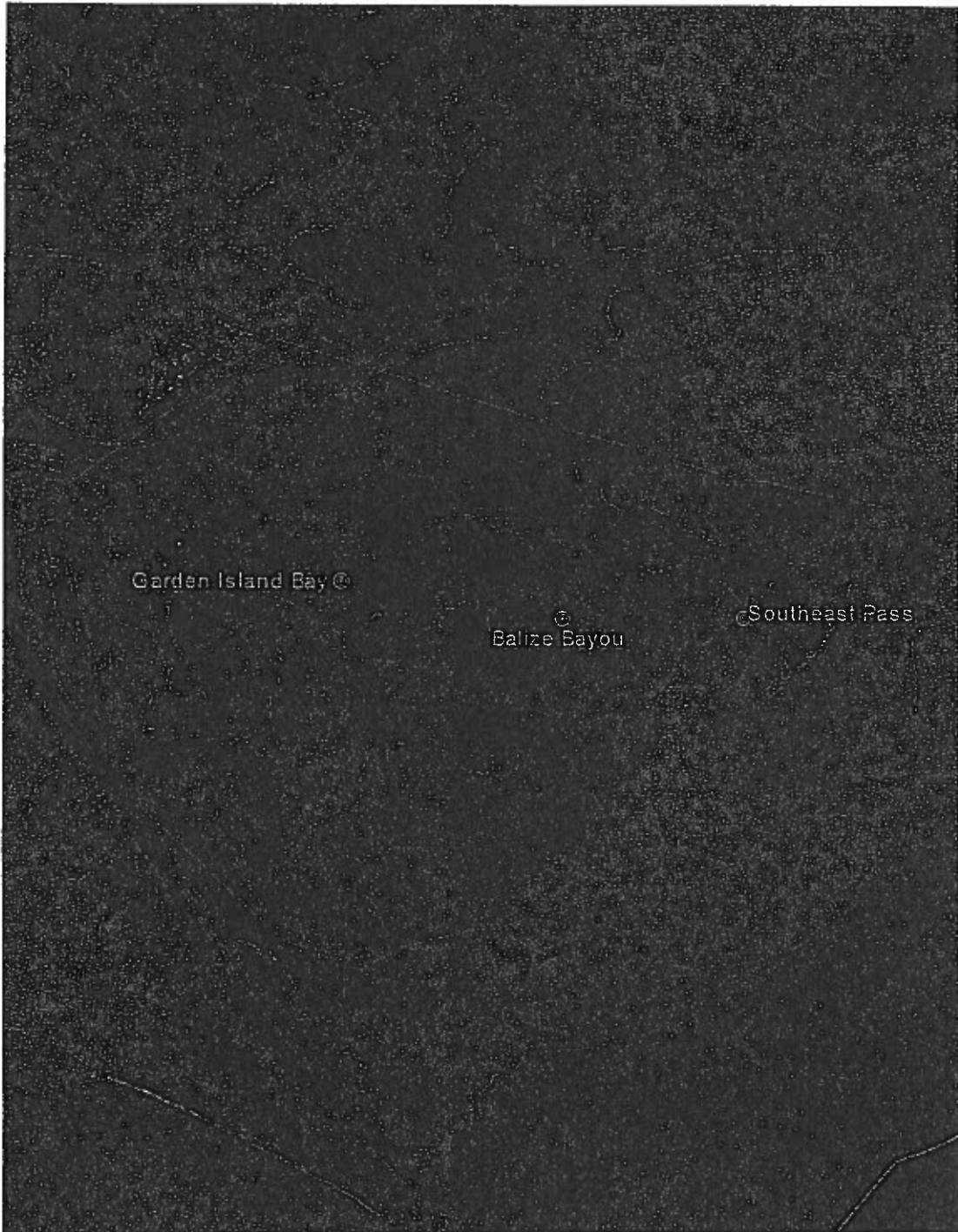


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-991

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

BEPCO, L.P., BOPCO, L.P., CAMPBELL ENERGY CORPORATION,
AND PAXTON OIL COMPANY, LLC

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

2.

Made defendants herein are the following entities (hereinafter, collectively, "Defendants"):

EXHIBIT B

Map of the Operational Area

(Overview)

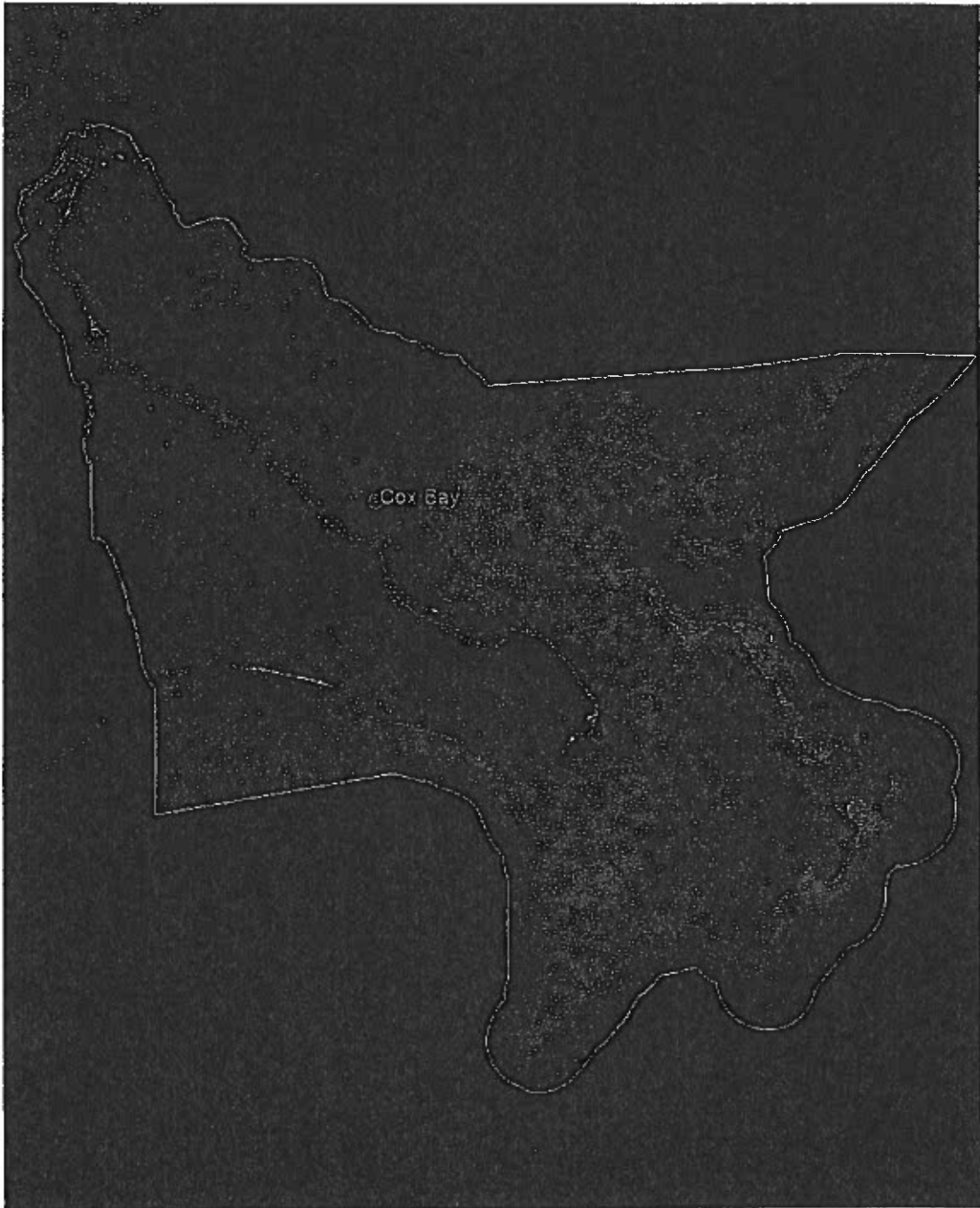


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-001

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

CAMPBELL ENERGY CORPORATION, BEPCO, L.P., BOPCO, L.P., EXXON MOBIL CORPORATION, CONOCOPHILLIPS COMPANY, GRAHAM ROYALTY, LTD., GULF EXPLORATION COMPANY, INC., CHEVRON U.S.A. INC., GULF PRODUCTION COMPANY, INC., KENMORE OIL CO., INC., THE LOUSIANA LAND AND EXPLORATION COMPANY LLC, LINDER OIL COMPANY, A PARTNERSHIP, LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., FREEPORT-MCMORAN OIL & GAS LLC, RESOURCES INVESTMENT CORPORATION, SPARTAN MINERALS, LTD., CHEVRON U.S.A. HOLDINGS INC., AND EDWIN L. COX

FILED: _____

DEPUTY CLERK

FILED

NOV 08 2013

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

s/ LANA H. COLUDROVICH
BY CLERK

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

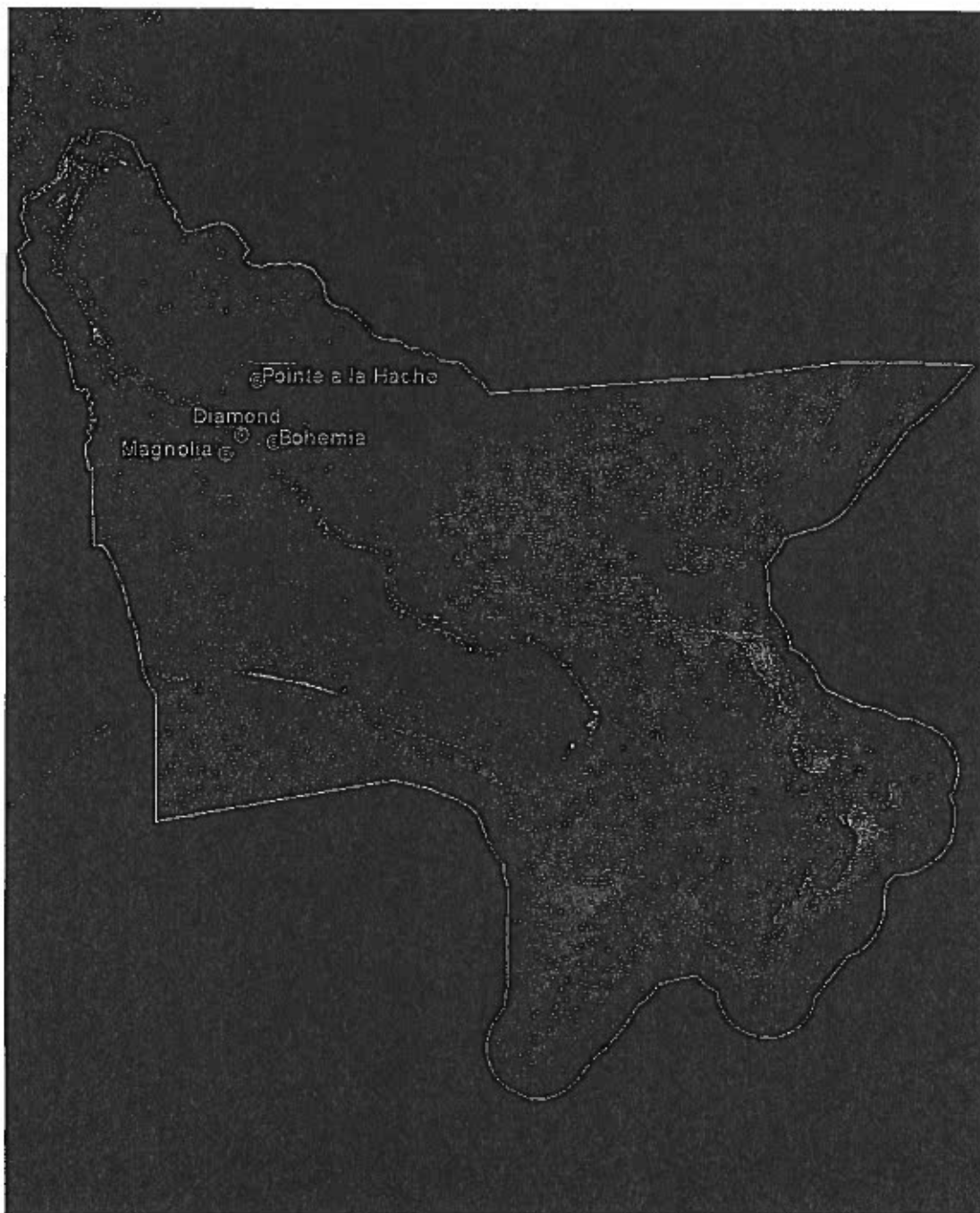
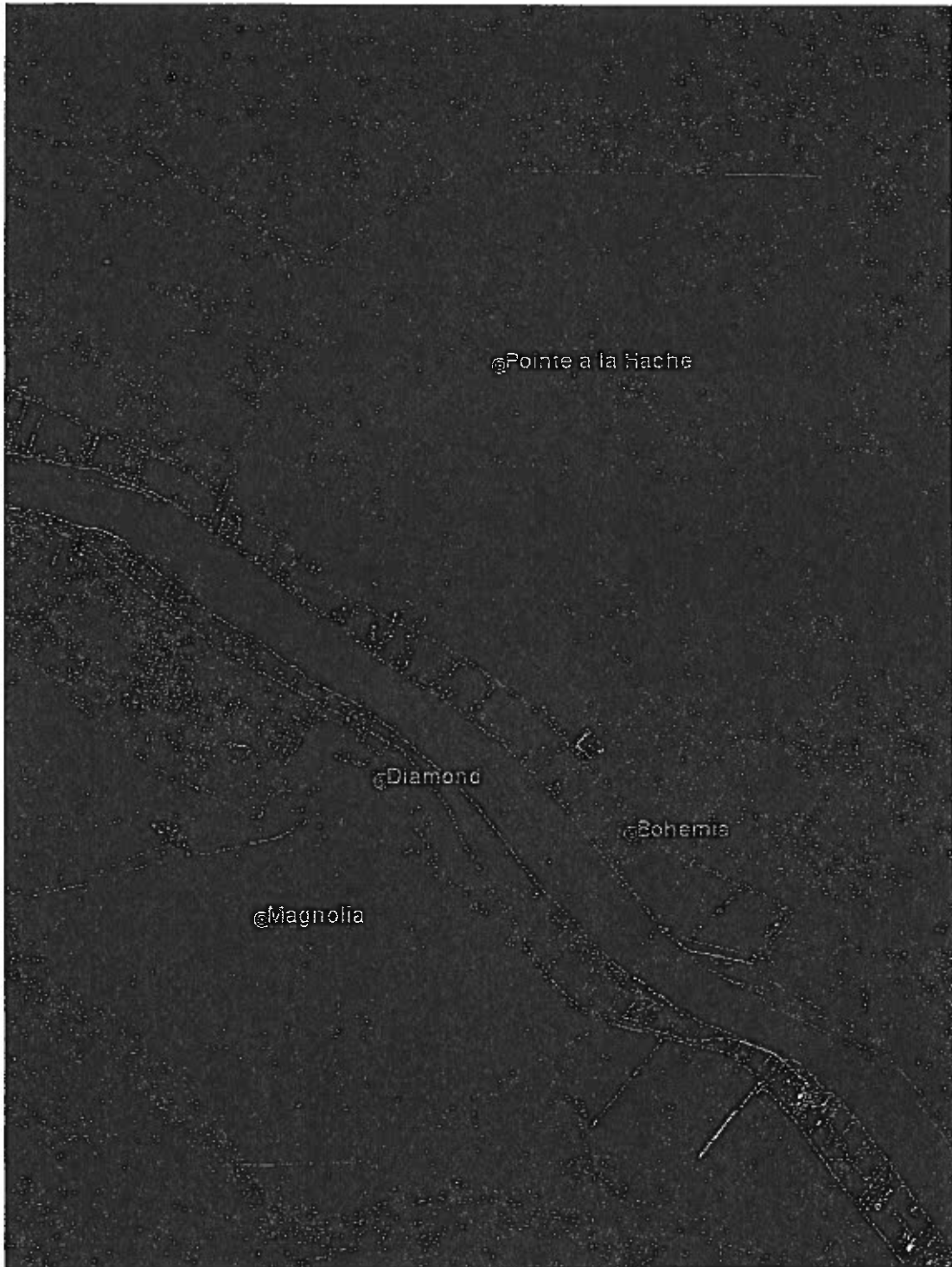


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-993

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

CASKIDS OPERATING COMPANY, BEPCO, L.P., FREEPORT SULPHUR
COMPANY, AND PAXTON OIL COMPANY

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

2.

Made defendants herein are the following entities (hereinafter, collectively, "Defendants"):

EXHIBIT B

Map of the Operational Area

(Overview)

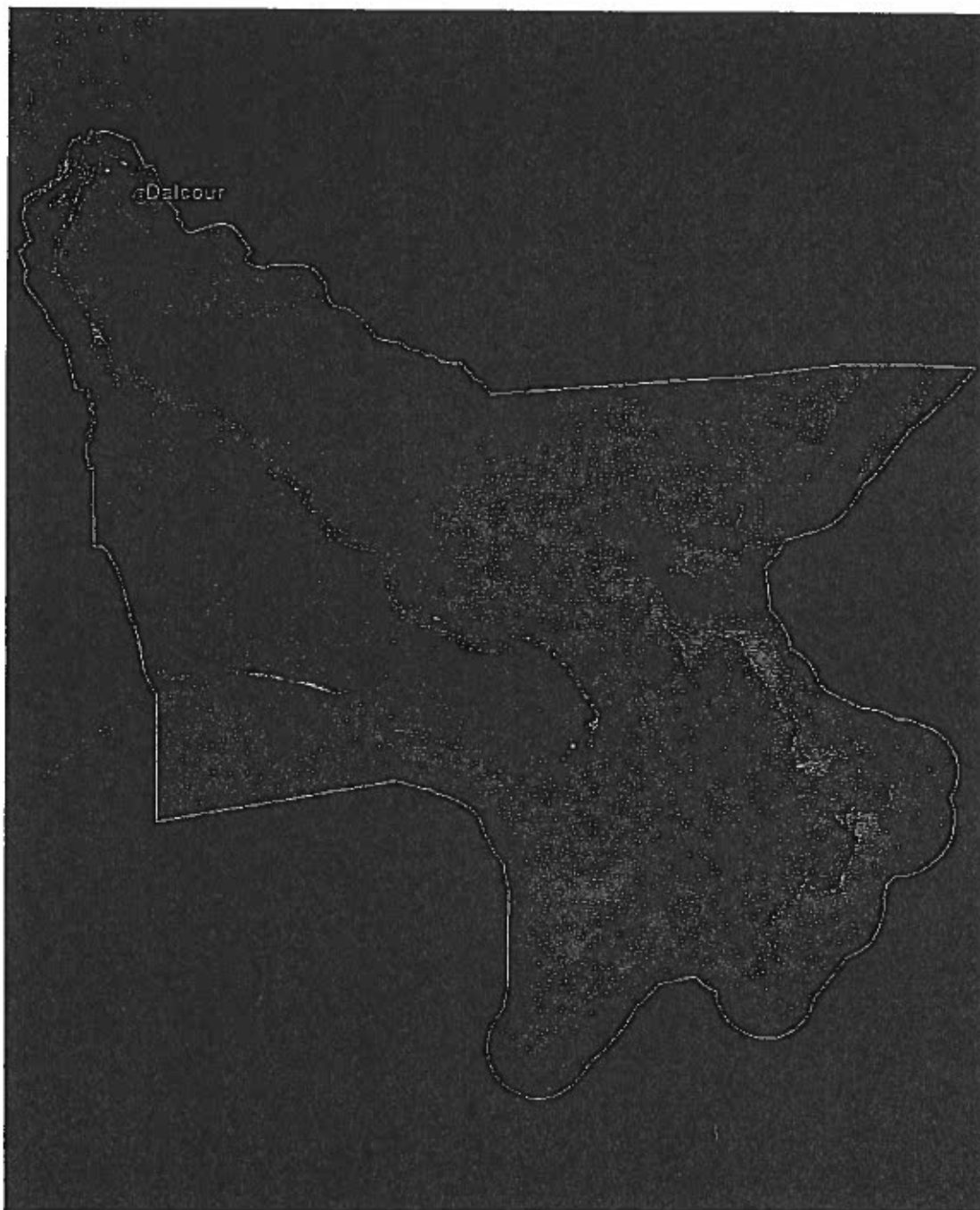
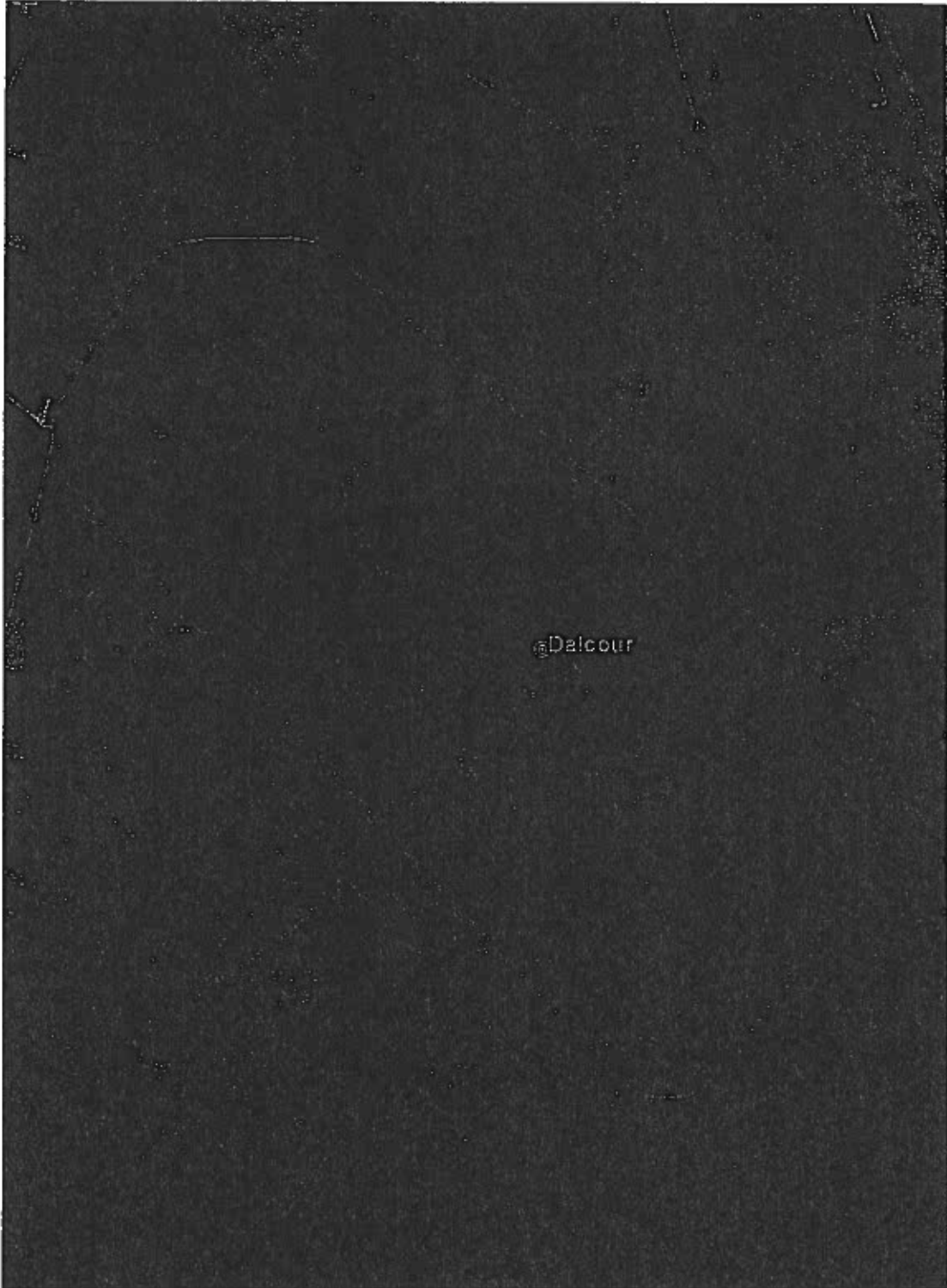


EXHIBIT B
Map of the Operational Area
(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 100-987

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

CONOCOPHILLIPS COMPANY, CHEVRON U.S.A. INC., CLAYTON WILLIAMS ENERGY, INC., NOBLE ENERGY, INC., EXXON MOBIL CORPORATION, FOREST OIL CORPORATION, FREEPORT SULPHUR COMPANY, XH, LLC, HILCORP ENERGY COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, LINDER OIL COMPANY, A PARTNERSHIP, LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., SHELL OIL COMPANY, SWIFT ENERGY OPERATING, LLC, CHEVRON U.S.A. HOLDINGS INC., THE TEXAS COMPANY, ATLANTIC RICHFIELD COMPANY, AND BP AMERICA PRODUCTION COMPANY

FILED: _____

DEPUTY CLERK

FILED

NOV 08 2013

/s/ LANA H. COLUDROVICH

BY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

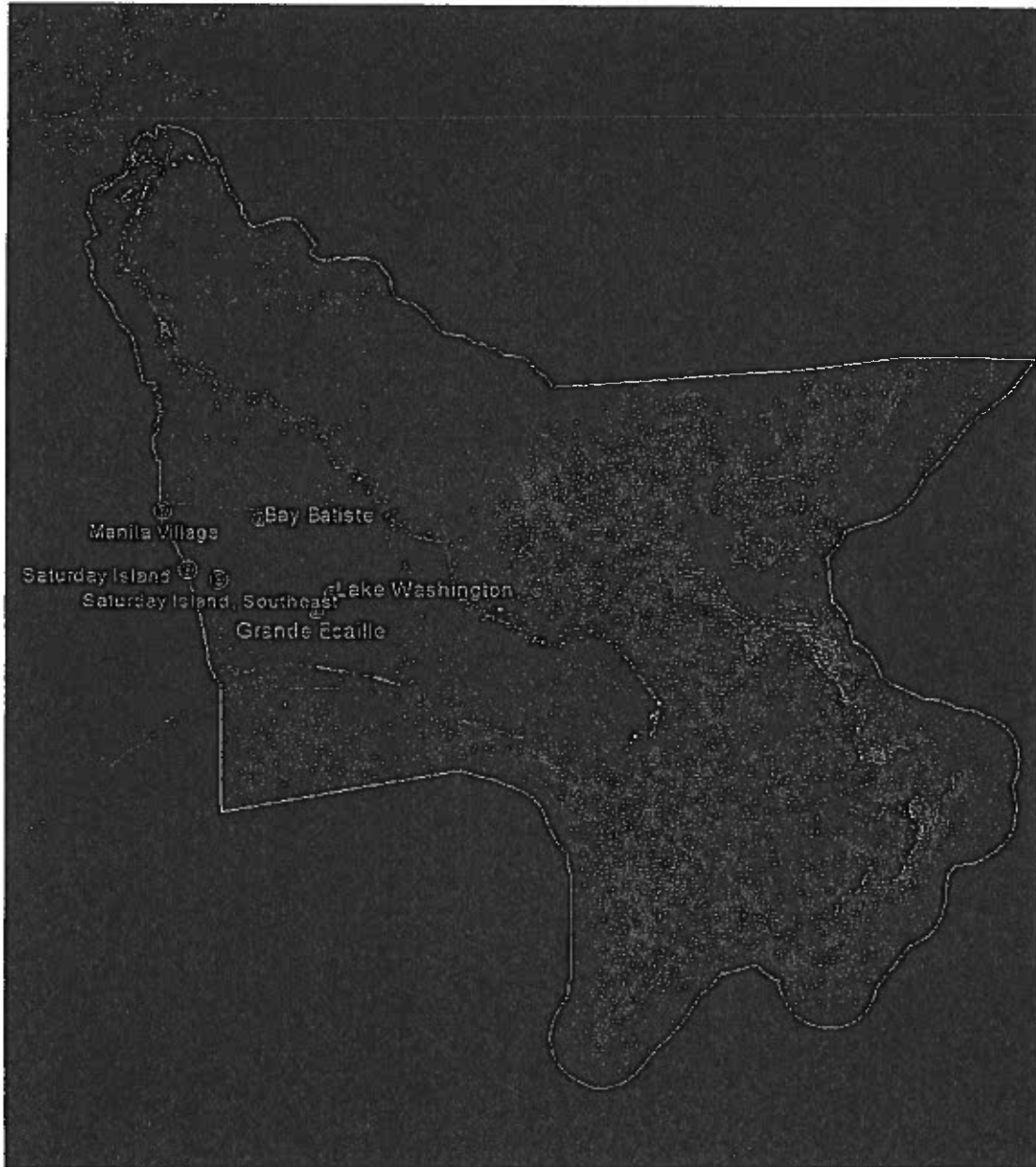
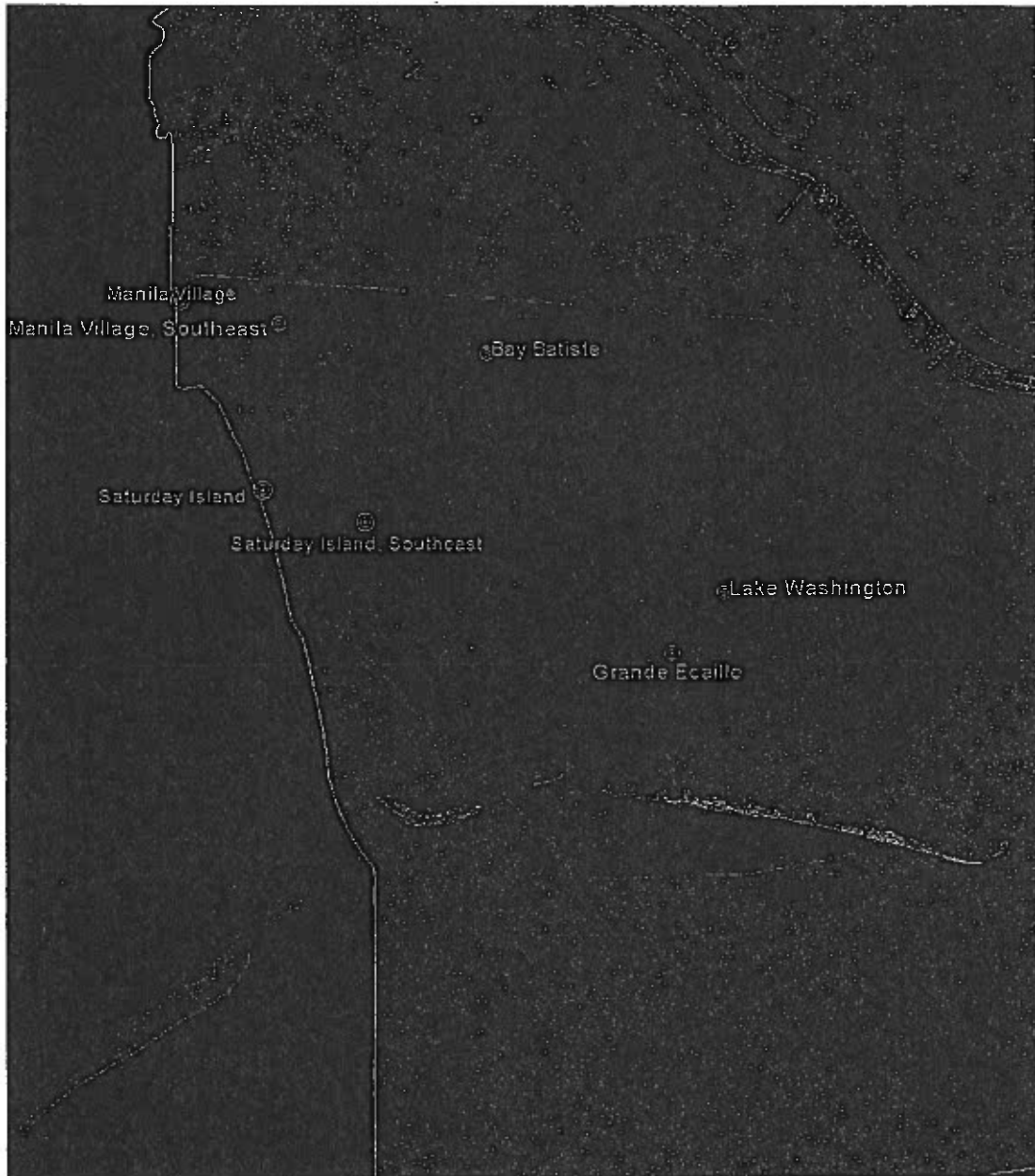


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 160-995

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

DEVON ENERGY PRODUCTION COMPANY, L.P., CHEVRON U.S.A. INC.,
SOURCE PETROLEUM, INC., CHEVRON U.S.A. HOLDINGS INC.,
AND CHEVRON PIPE LINE COMPANY

FILED

FILED: _____

NOV 9 8 2013
DEPUTY CLERK
s/ LANA H. COLUDROVICH
BY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

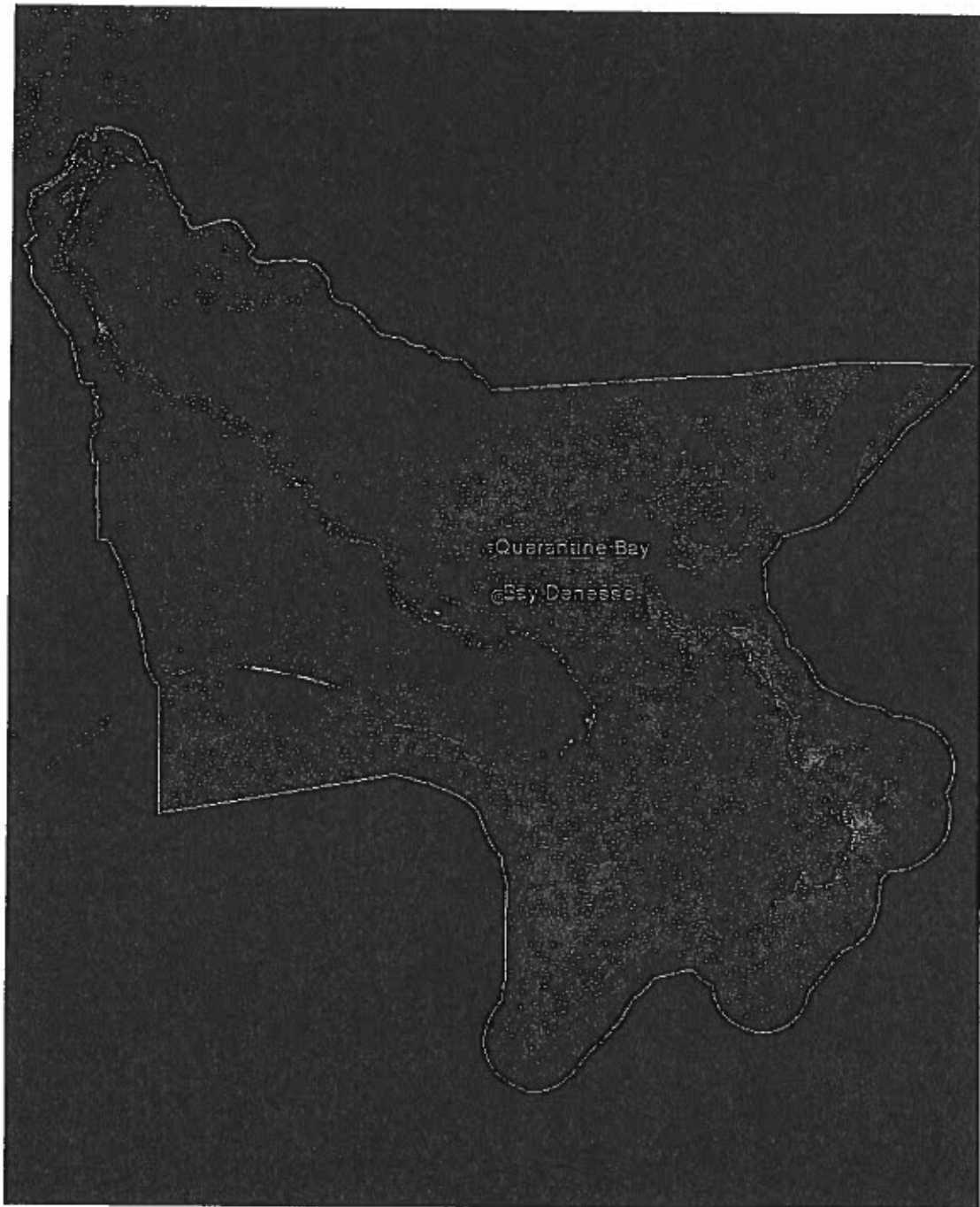
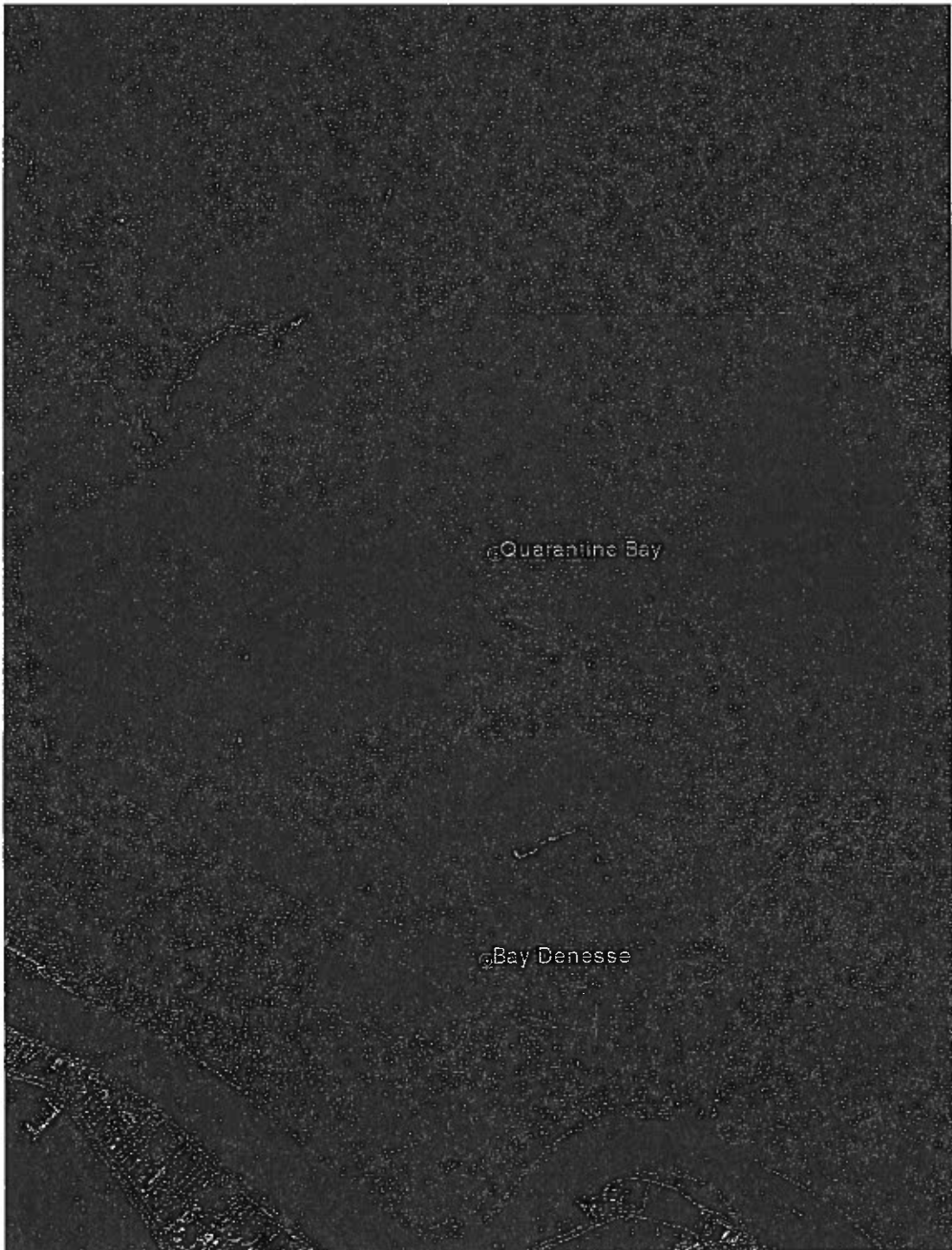


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-986

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

EQUITABLE PETROLEUM CORPORATION, CHEVRON U.S.A. INC.,
EXXON MOBIL CORPORATION, HELIX OIL & GAS COMPANY, LLC,
ANADARKO E&P ONSHORE, LLC, AND CHEVRON PIPE LINE COMPANY

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

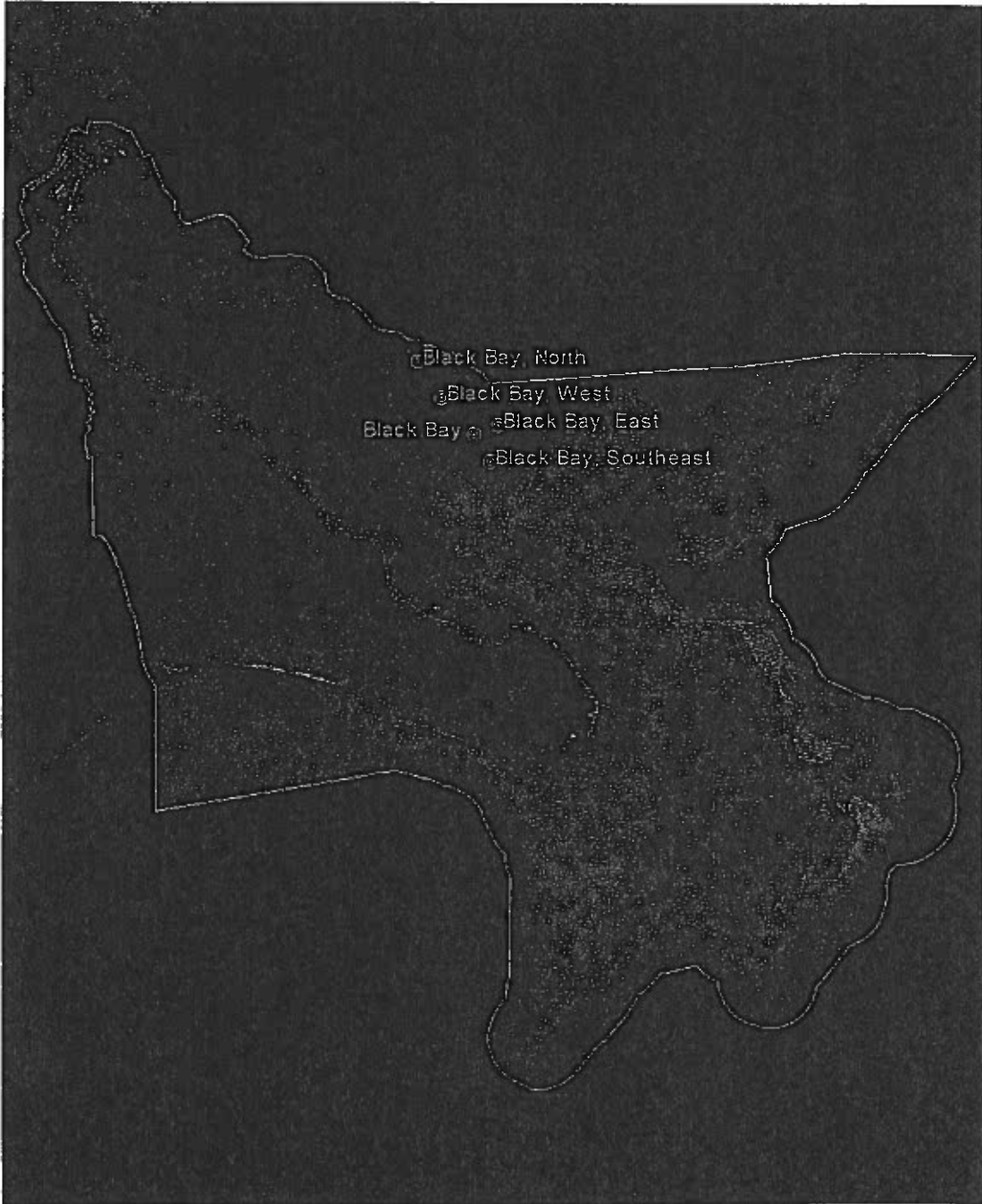
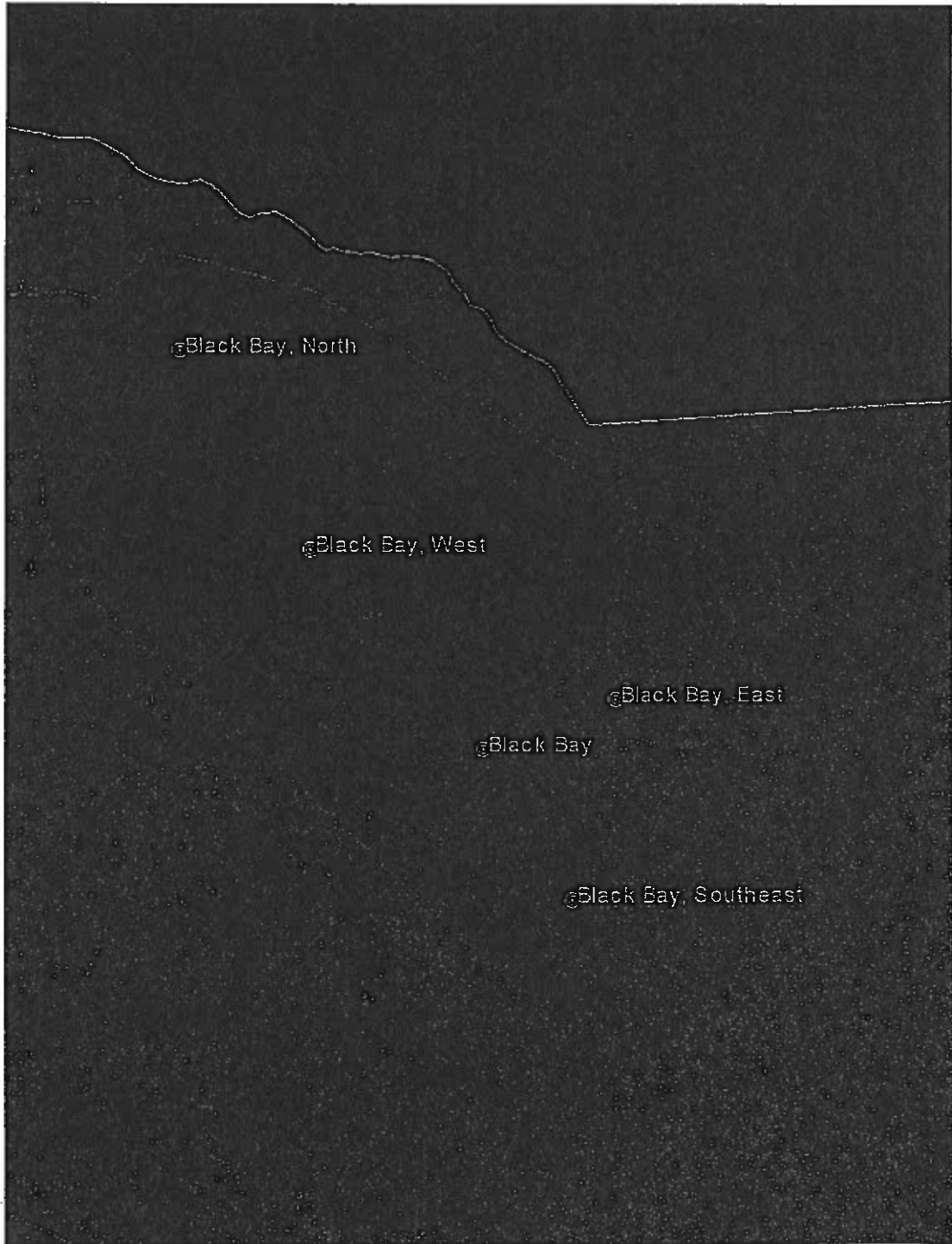


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-984

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

EXCHANGE OIL & GAS CORPORATION, CHEVRON U.S.A. INC.,
EQUITABLE PETROLEUM CORPORATION, CHEVRON U.S.A. HOLDINGS INC.,
LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.,
BP AMERICA PRODUCTION COMPANY, AND FREEPORT SULPHUR COMPANY

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

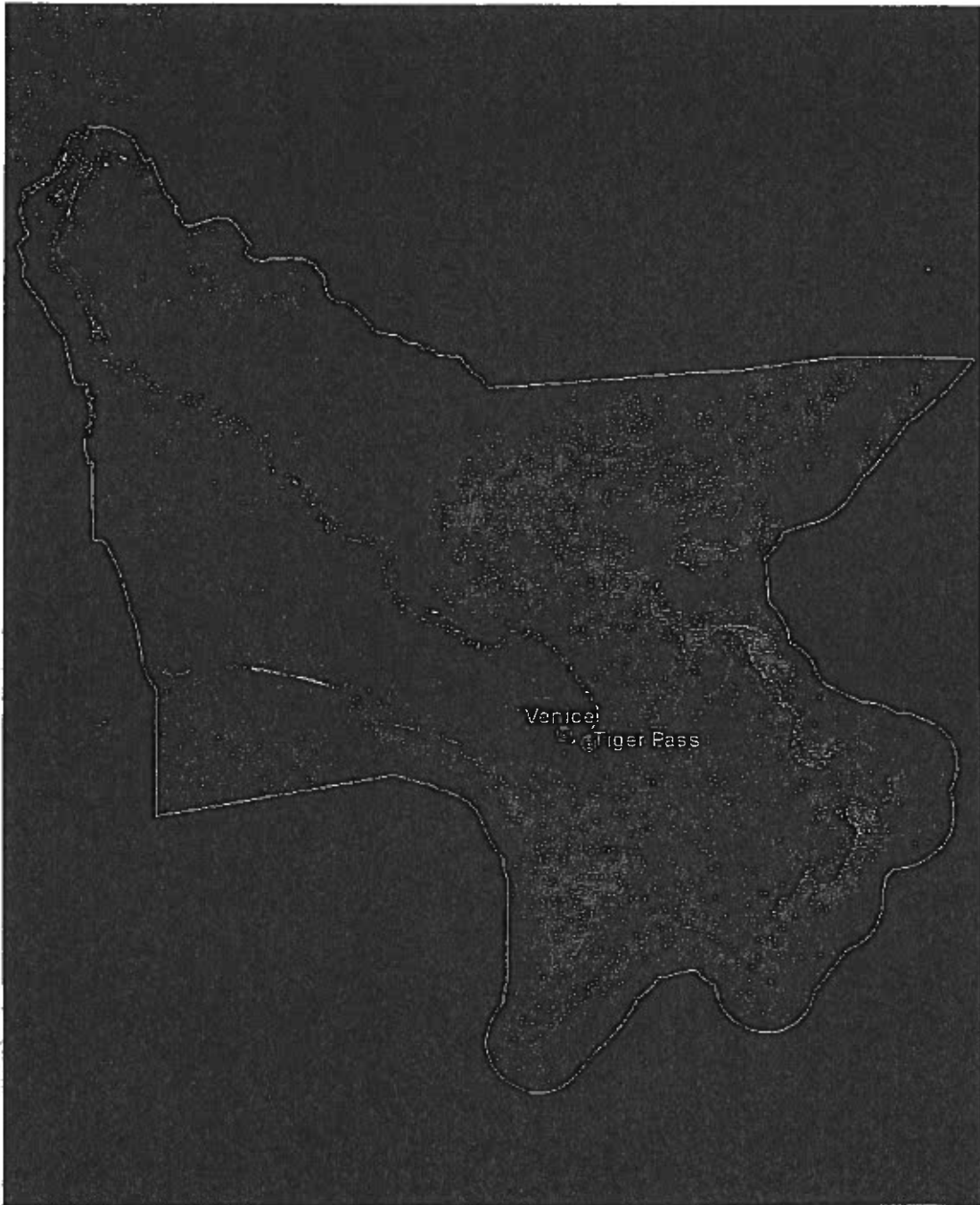
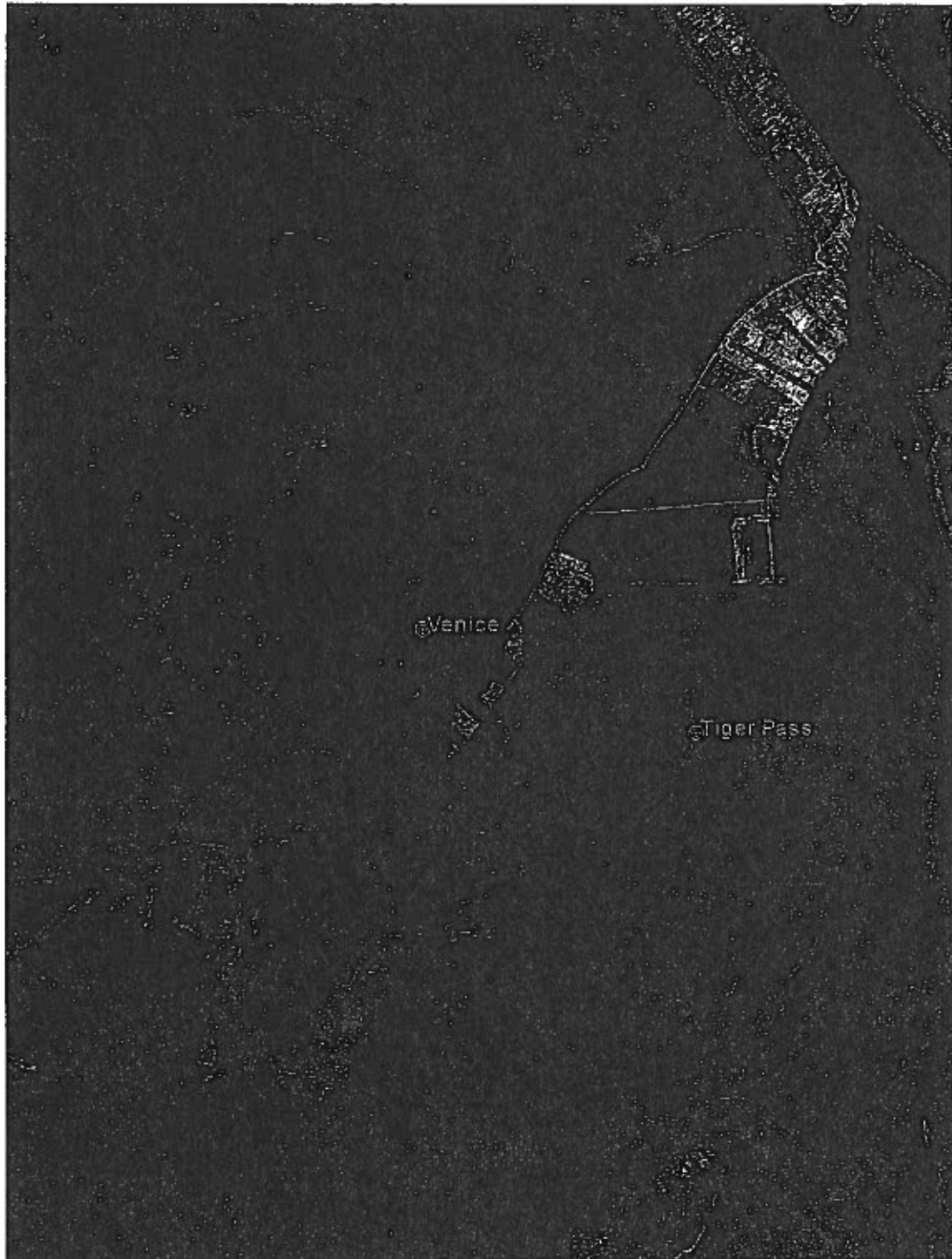


EXHIBIT B
Map of the Operational Area
(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-994

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

GOODRICH PETROLEUM COMPANY, L.L.C., HILCORP ENERGY COMPANY,
CHEVRON U.S.A INC., CONOCOPHILLIPS COMPANY, NOBLE ENERGY, INC.,
SHELL OIL COMPANY, PALM ENERGY OFFSHORE, L.L.C.,
S2 ENERGY 1, LP, AND CANLAN OIL COMPANY

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B
Map of the Operational Area
(Overview)

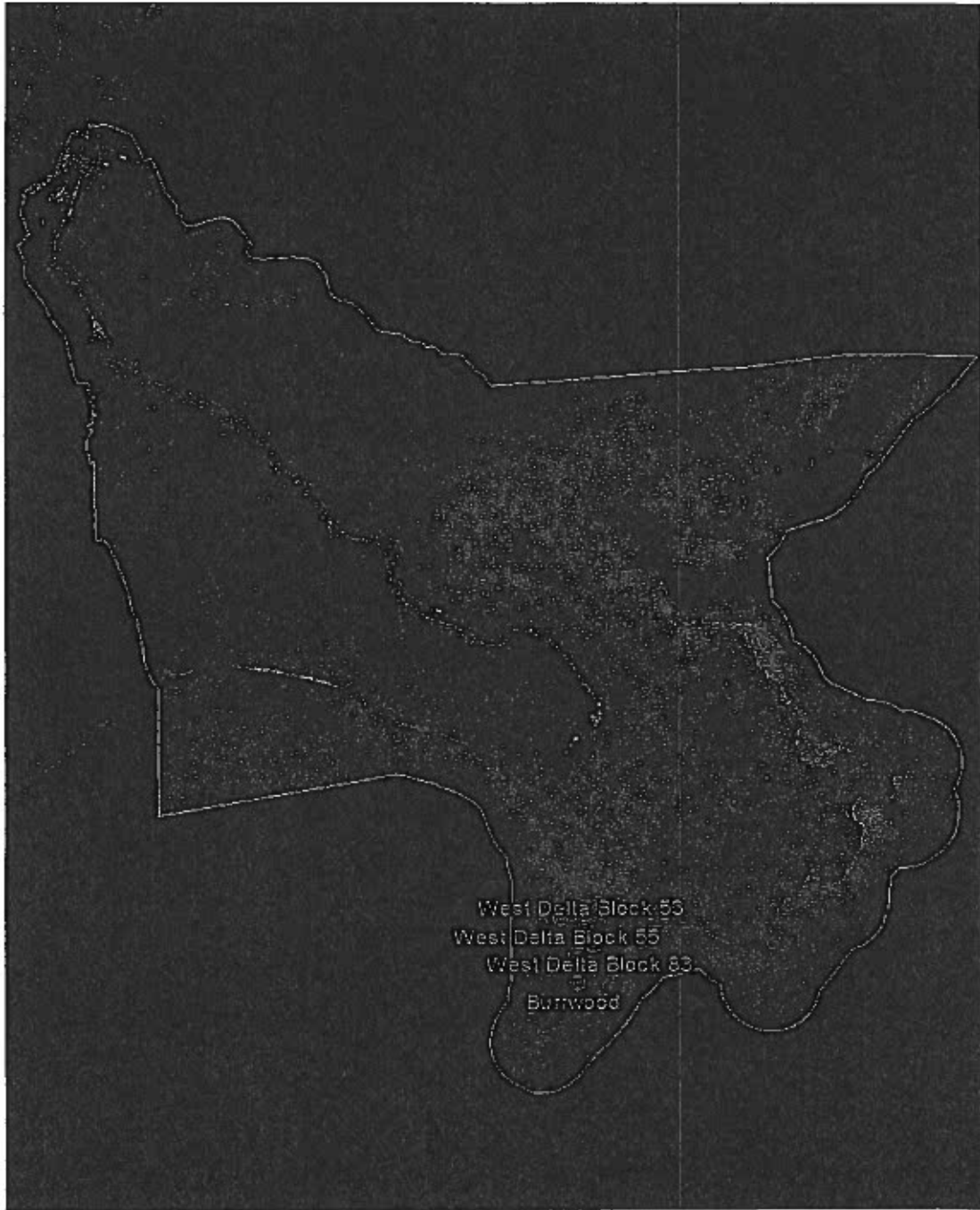
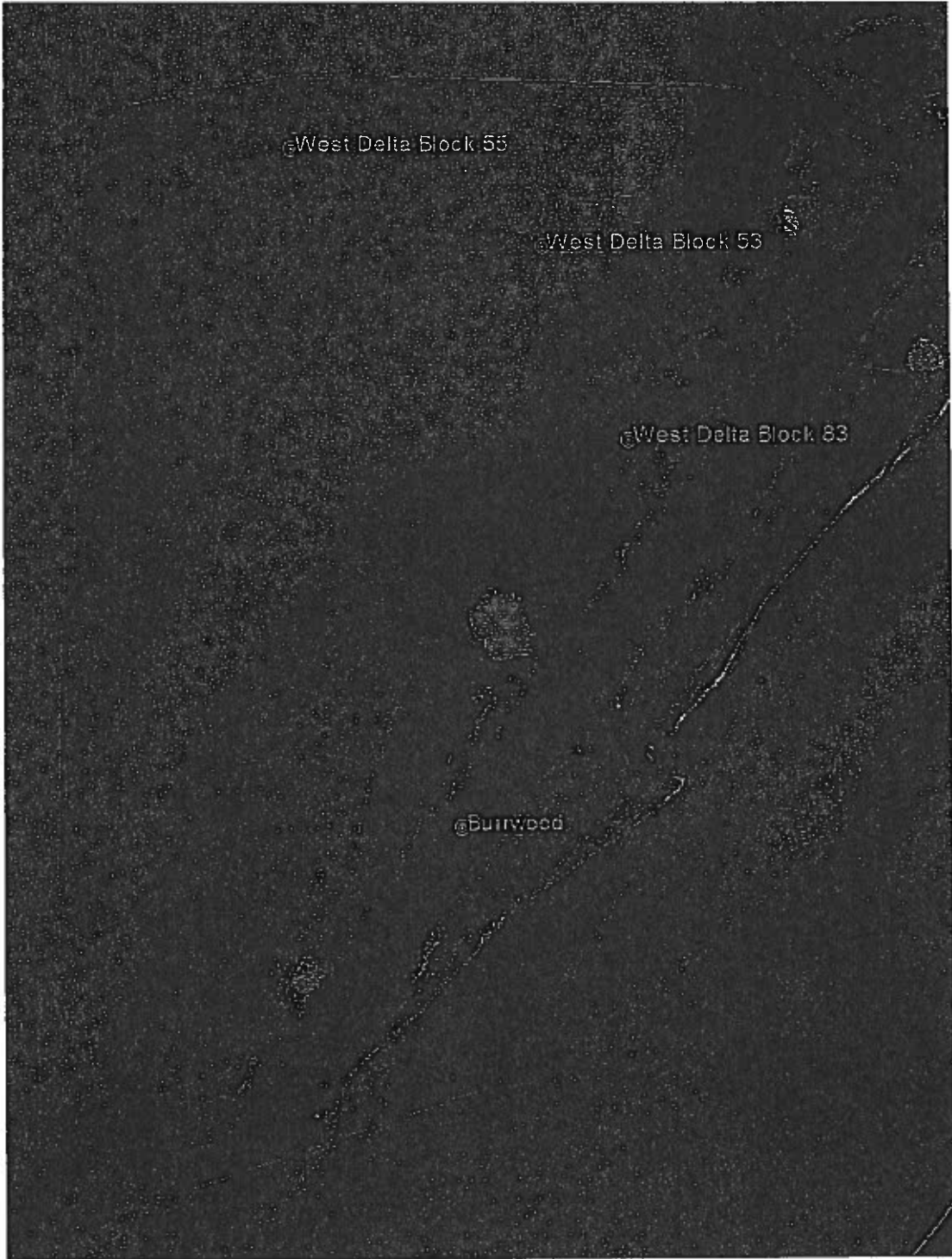


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.

60-998

DIVISION "___"

THE PARISH OF PLAQUEMINES

VERSUS

GREAT SOUTHERN OIL & GAS COMPANY, INC., CONOCOPHILLIPS COMPANY,
EXXON MOBIL CORPORATION, FREEPORT SULPHUR COMPANY,
CHEVRON U.S.A. INC., LINDER OIL COMPANY, A PARTNERSHIP,
STONE ENERGY CORPORATION, CHEVRON U.S.A. HOLDINGS INC.,
PCS PHOSPHATE COMPANY, INC., THE STONE PETROLEUM CORPORATION,
AND CHEVRON PIPE LINE COMPANY

/s/ BETTINA K. PHILLIPS

FILED: NOV 8 - 2013

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

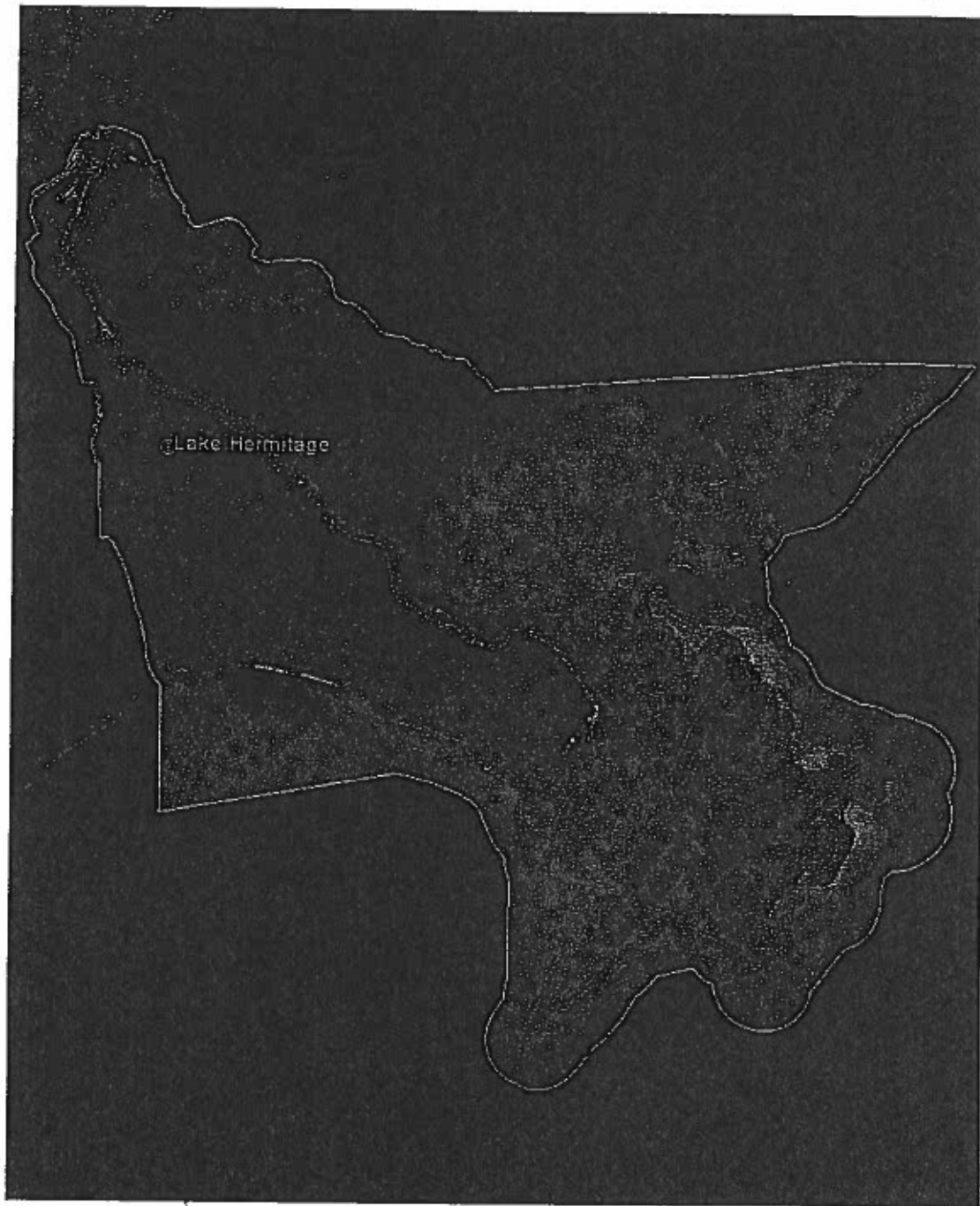
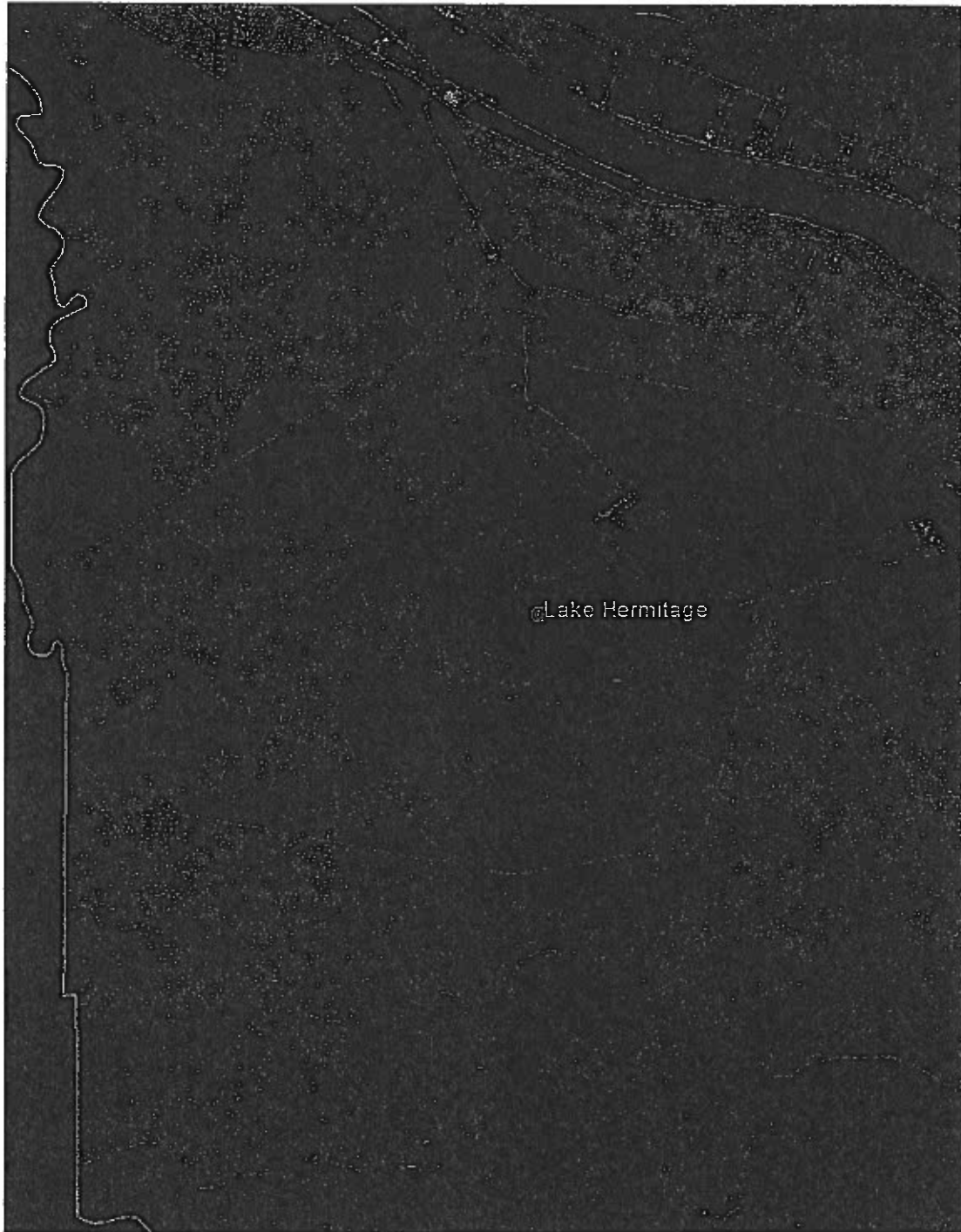


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-990

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

HELIS OIL & GAS COMPANY, LLC AND CHEVRON U.S.A. INC.

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

2.

Made defendants herein are the following entities (hereinafter, collectively, "Defendants"):

EXHIBIT B

Map of the Operational Area

(Overview)

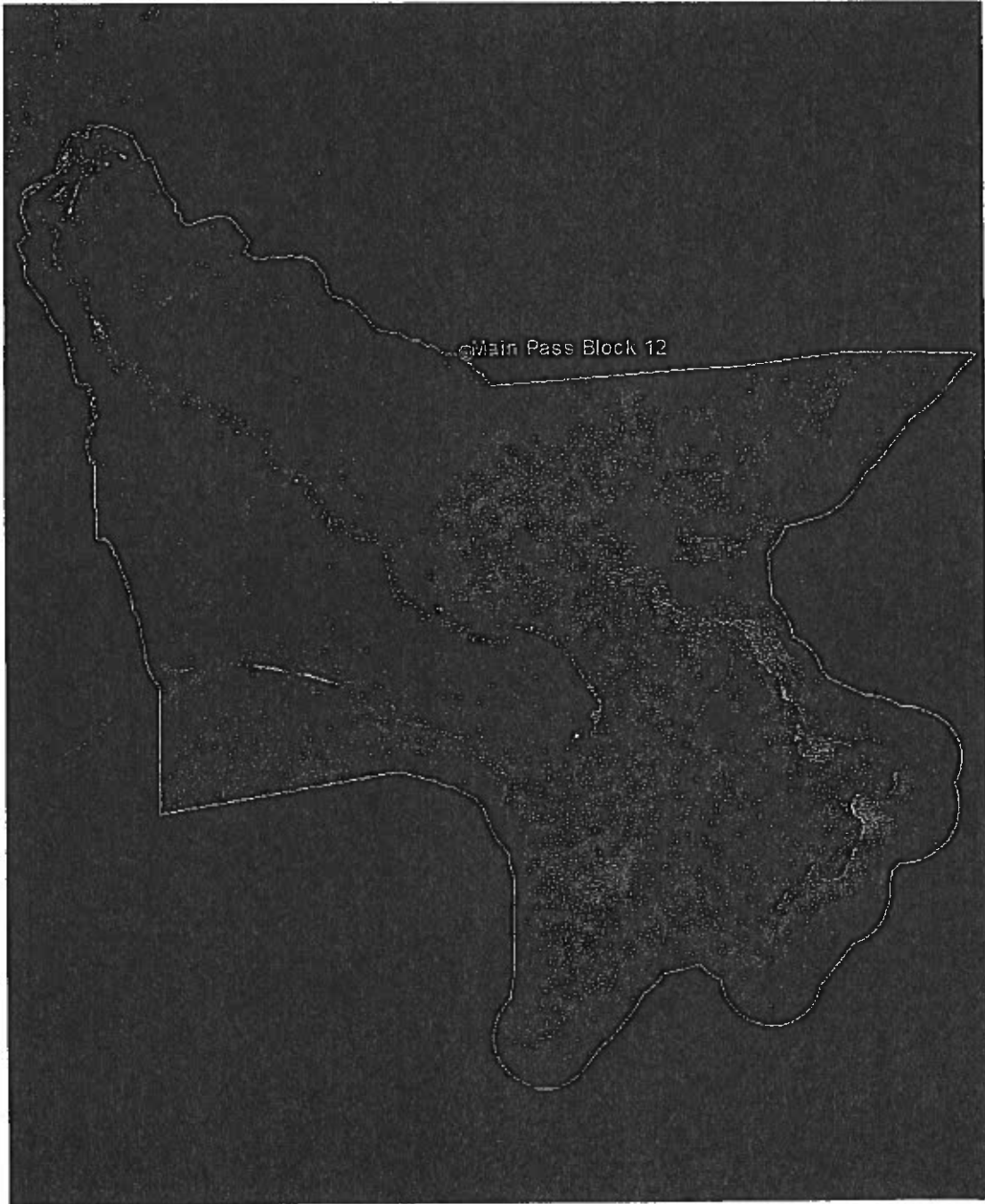
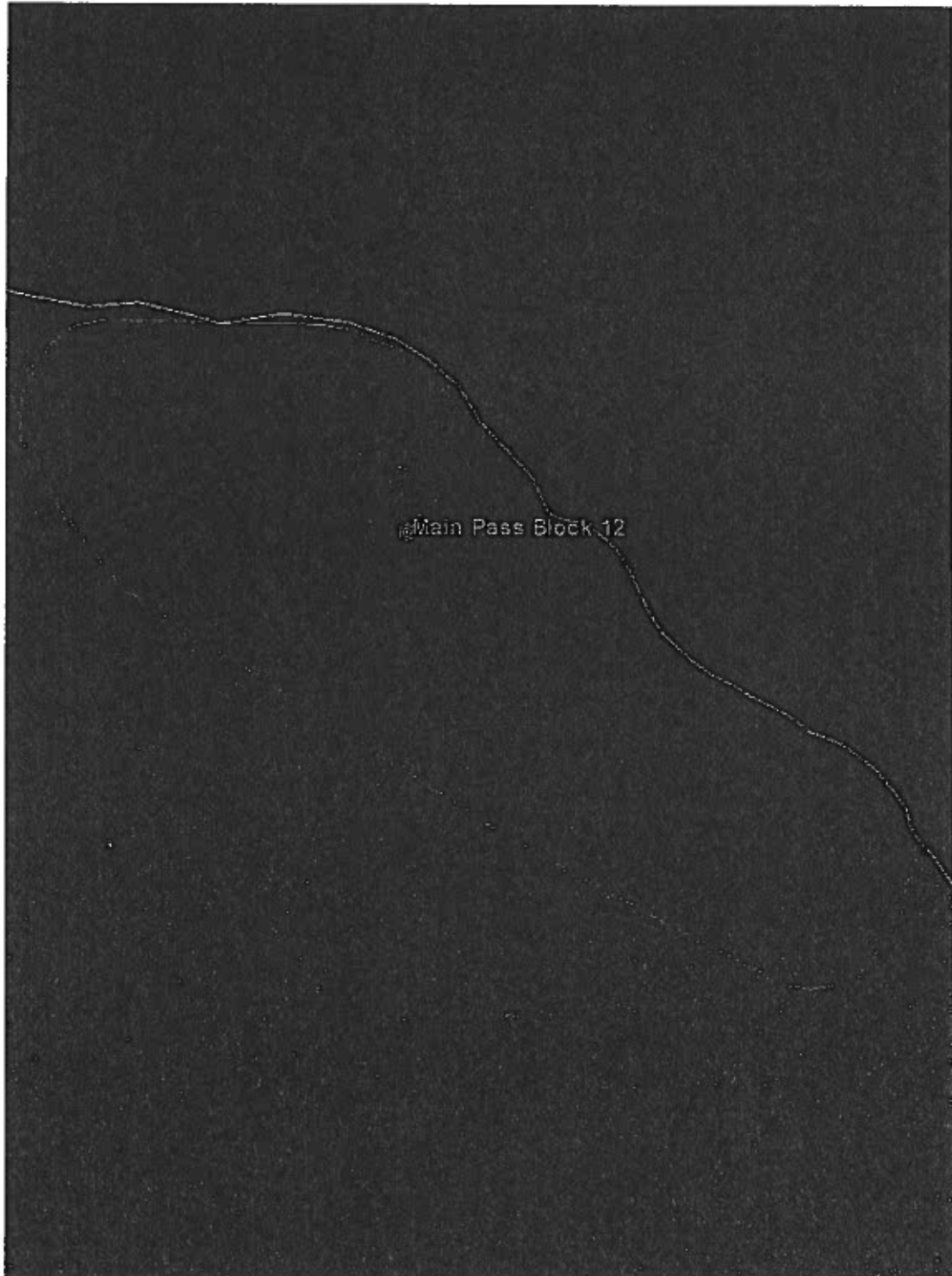


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 100-923

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HHE ENERGY COMPANY, CHEVRON U.S.A. INC., TOM HUNT, TRUSTEE,
SHELL OFFSHORE INC., SHELL OIL COMPANY, CHEVRON U.S.A. HOLDINGS
INC., VINTAGE PETROLEUM, LLC, APACHE OIL CORPORATON, EPL OIL & GAS,
INC., DEVON ENERGY PRODUCTION COMPANY, L.P.,
BADGER OIL CORPORATION, AND BAY COQUILLE, INC.

FILED

FILED: _____

NOV 08 2018

DEPUTY CLERK TERA H. COLUDROVICH

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

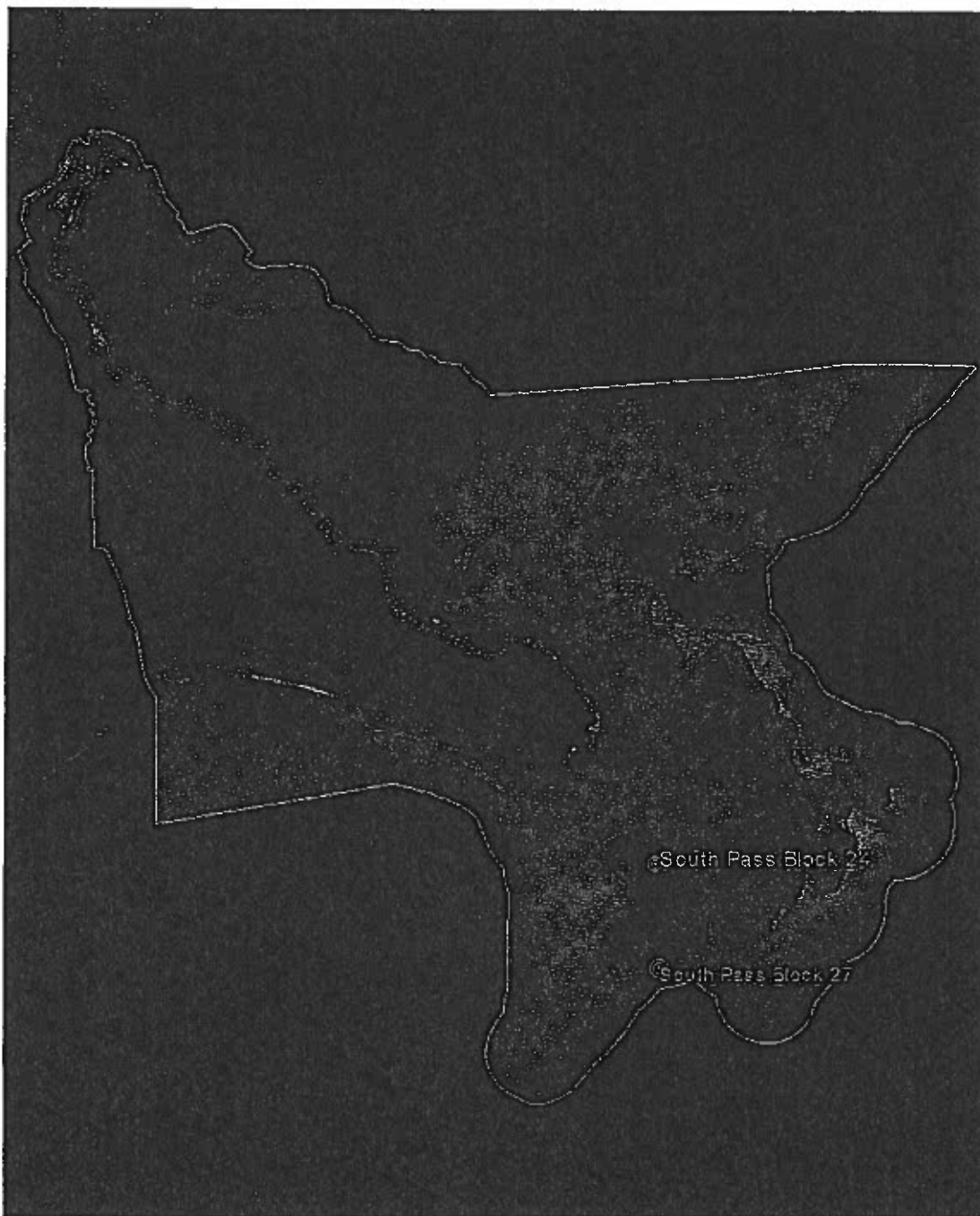
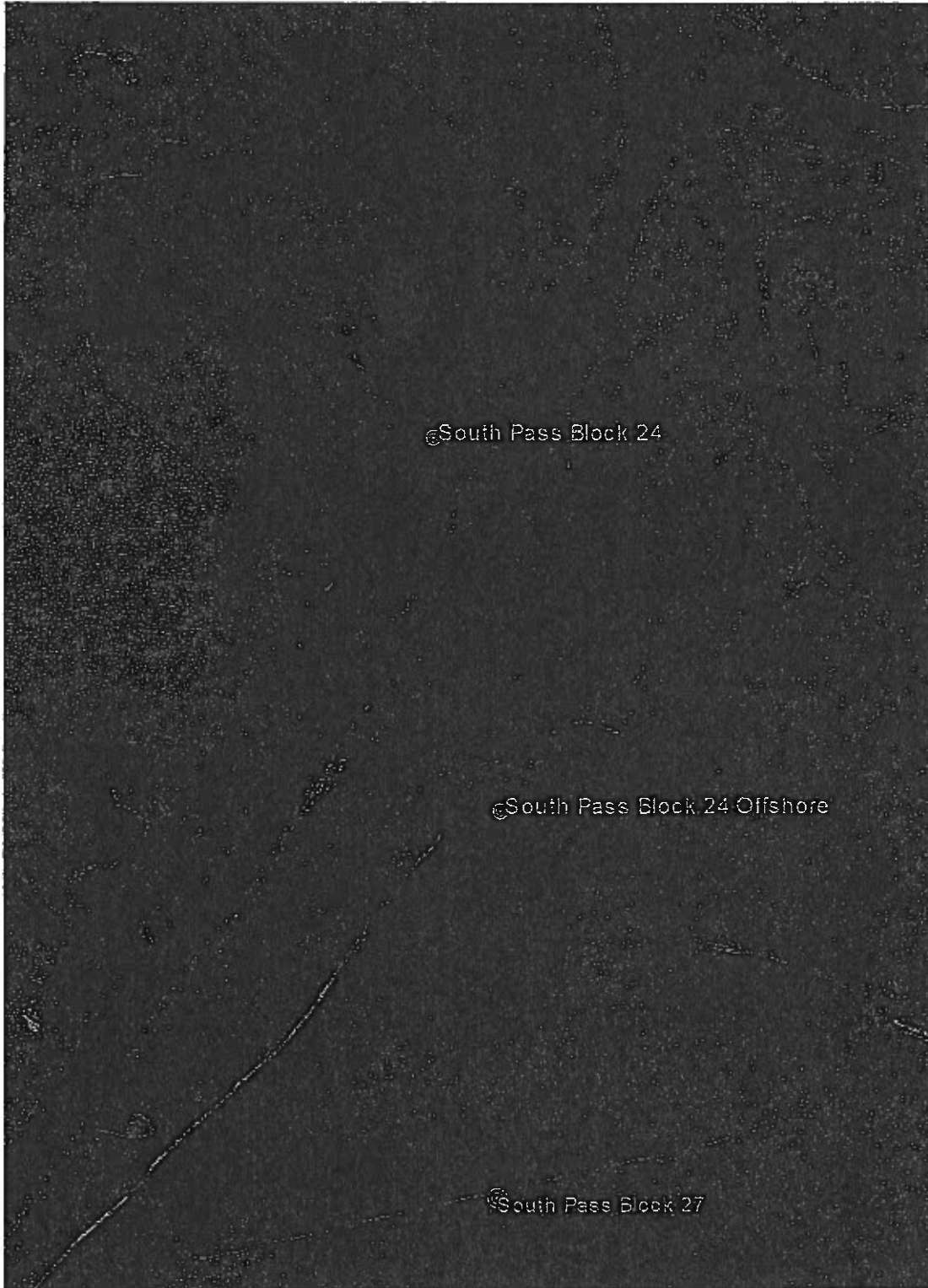


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____

DEPUTY CLERK **FILED**

NOV 08 2013

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

s/ LANA H. COLUDROVICH
BY CLERK

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

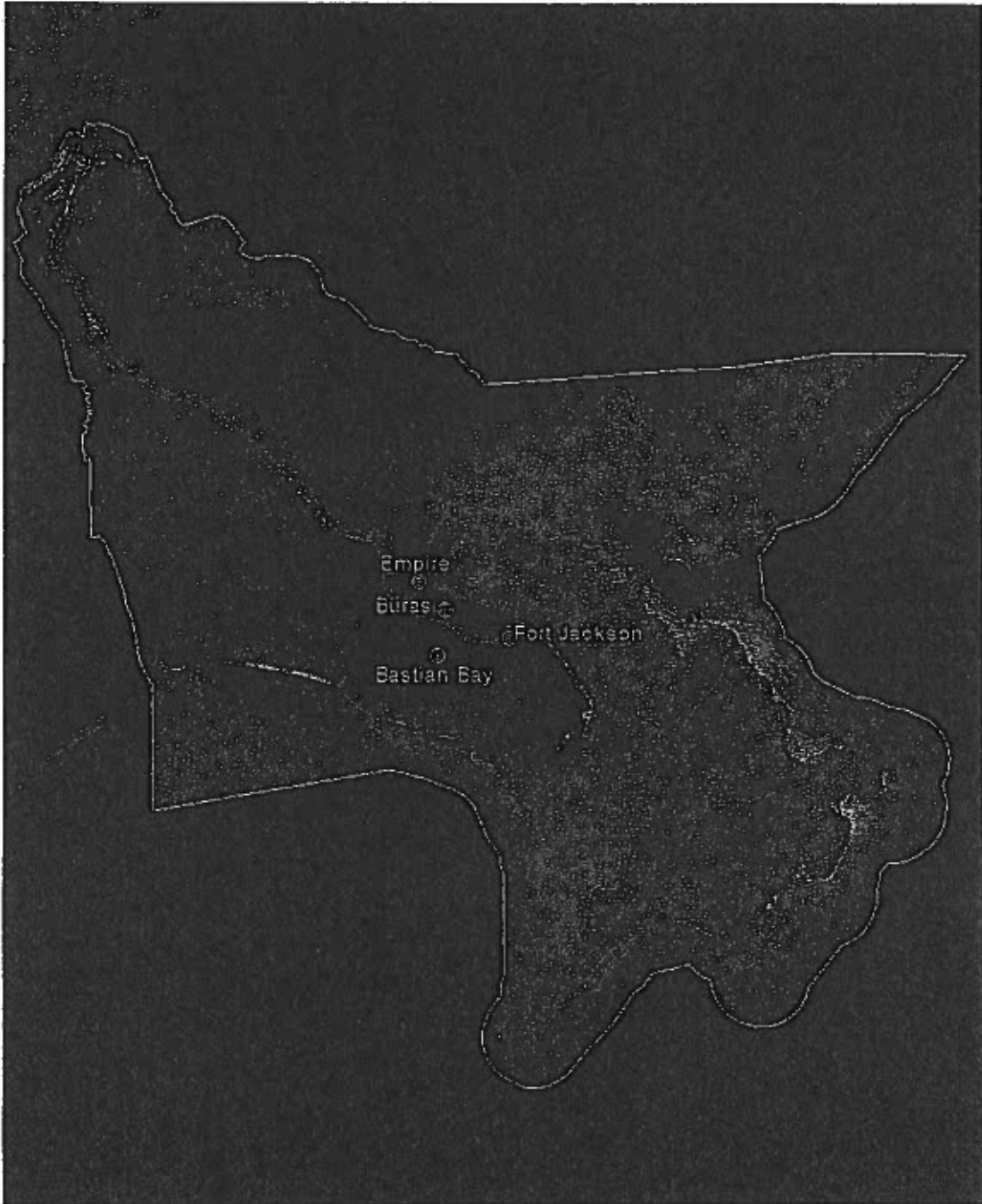
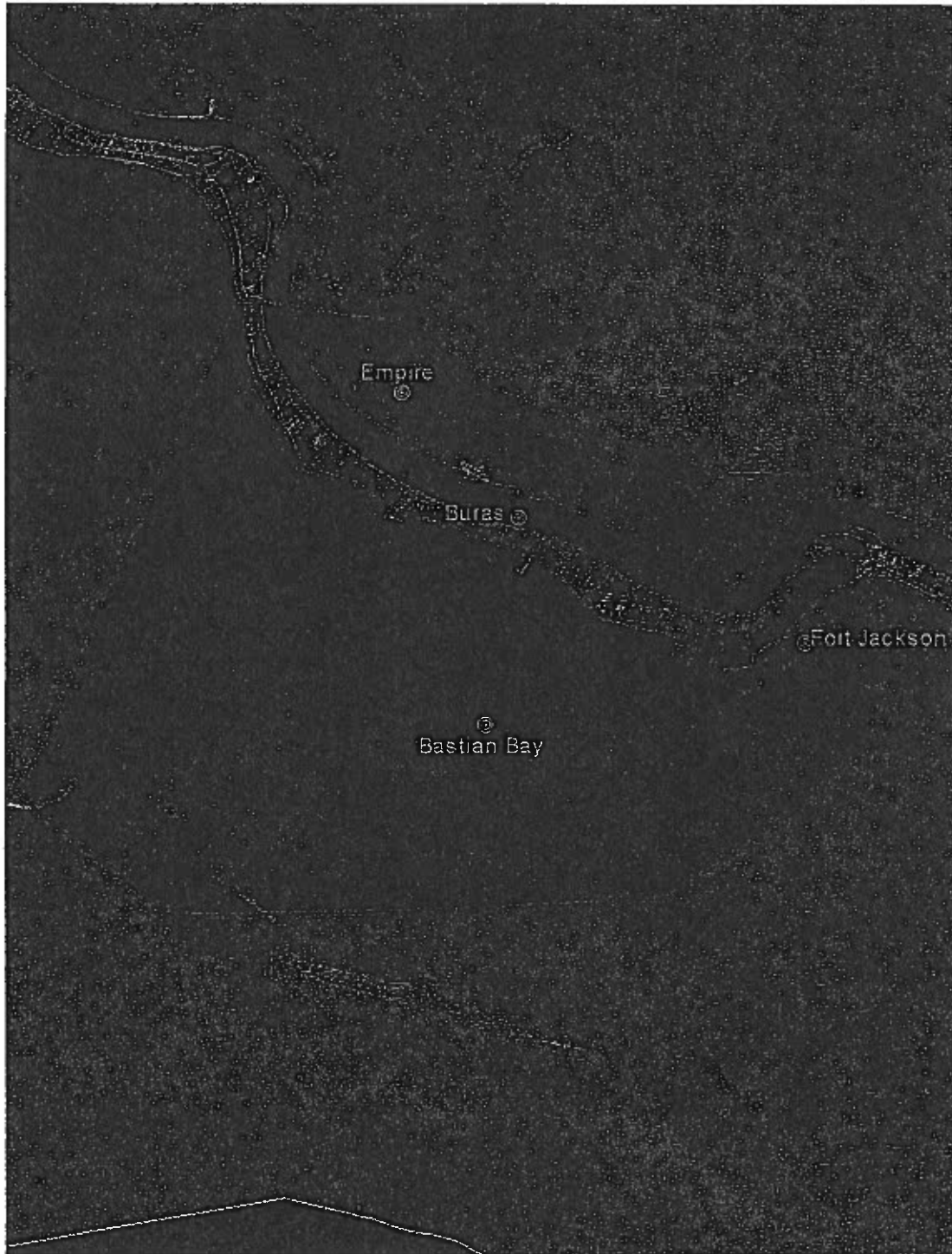


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-987

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

JUNE ENERGY, INC., CHEVRON U.S.A. INC.,
CHEVRON U.S.A. HOLDINGS INC.,
AND KENMORE OIL CO., INC.

FILED

NOV 08 2013
/s/ LANA H. COLUDROVICH

FILED: _____

DEPUTY CLERK BY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

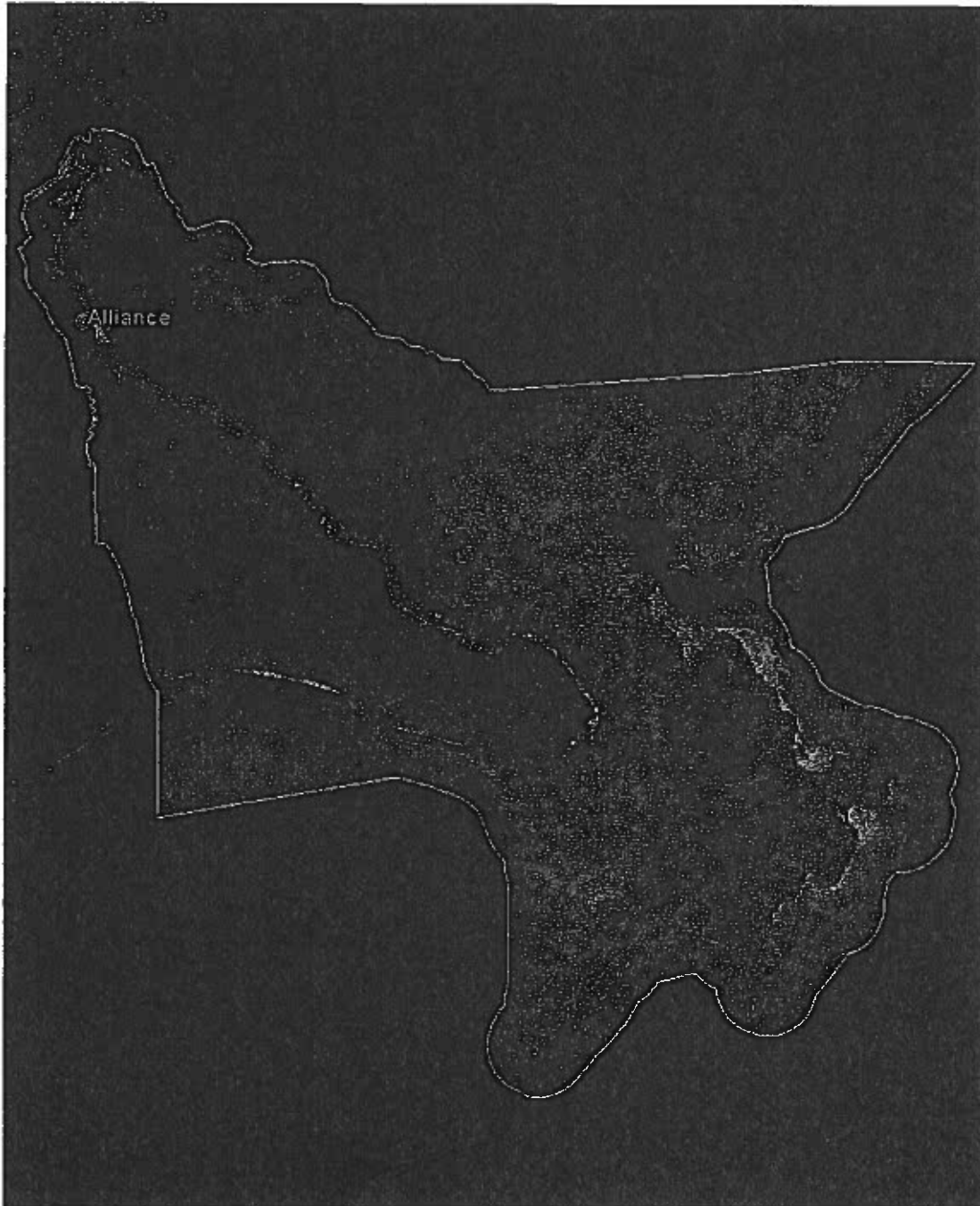


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 600-988

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

LINDER OIL COMPANY, A PARTNERSHIP,
SHELL OIL COMPANY, FREEPORT-MCMORAN OIL & GAS LLC,
CHEVRON U.S.A. INC., AND ESTATE OF WILLIAM G. HELIS

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

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The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

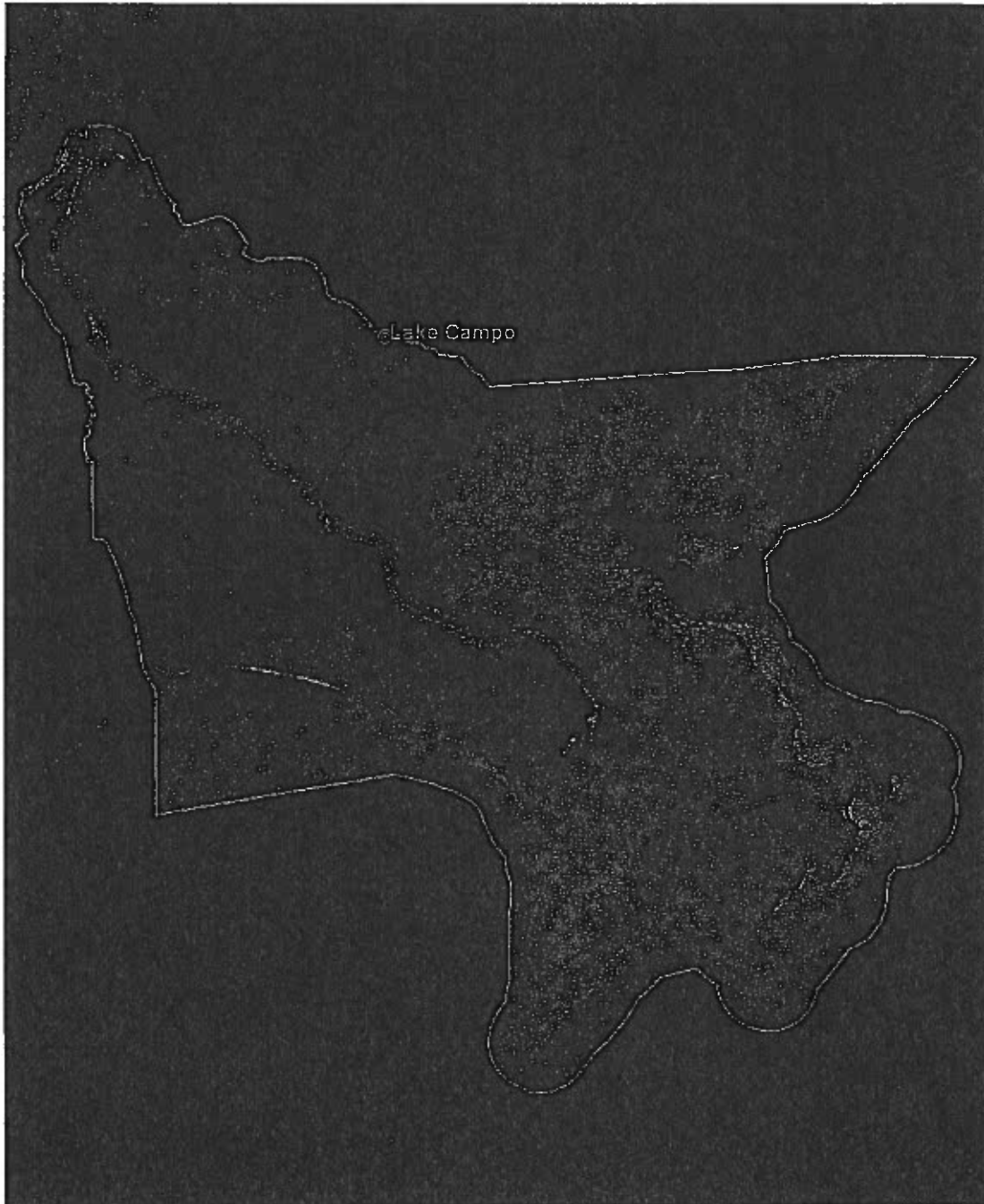
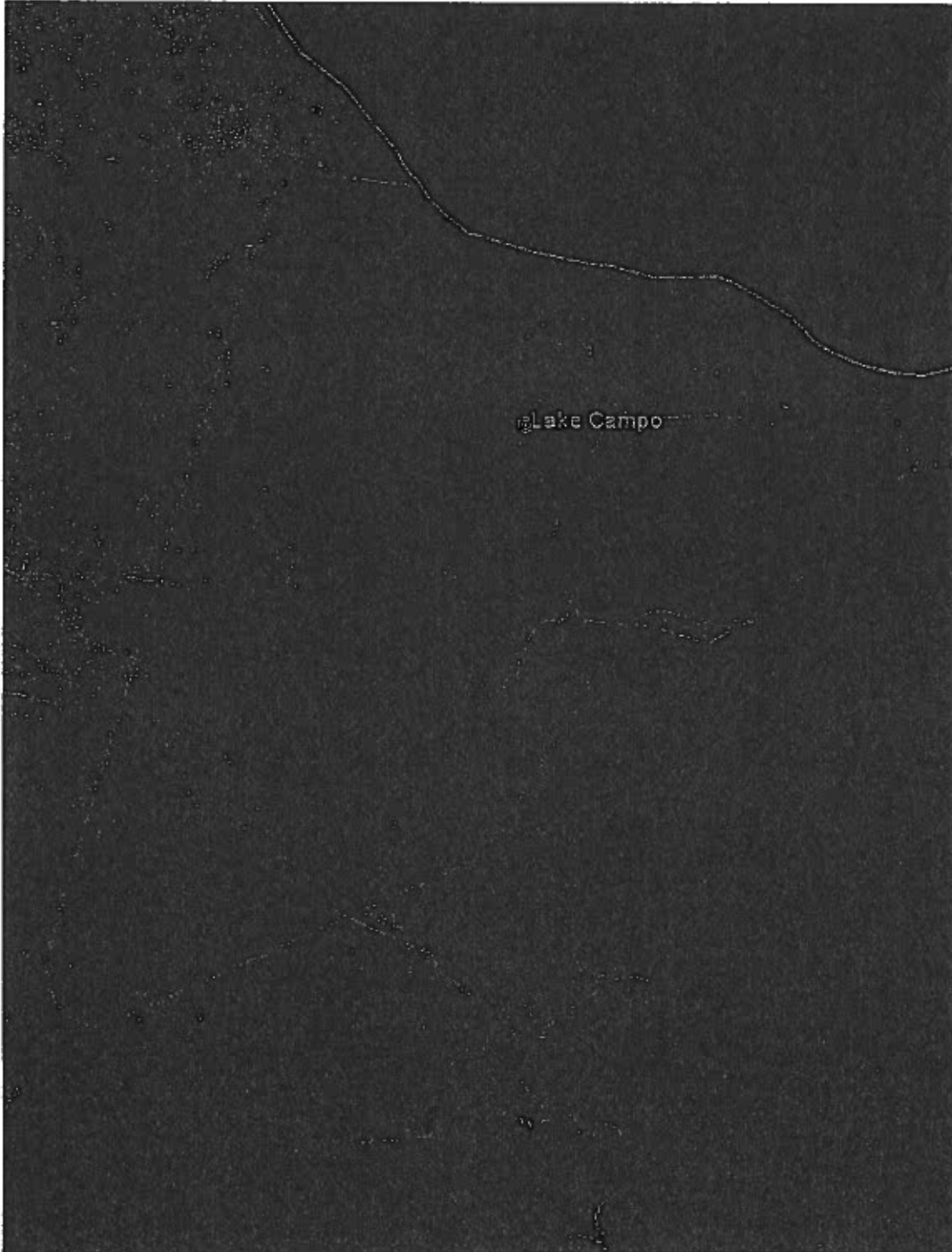


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-985

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.,
CHEVRON U.S.A. HOLDINGS INC., EXXON MOBIL CORPORATION,
AND THE TEXAS COMPANY

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

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EXHIBIT B

Map of the Operational Area

(Overview)

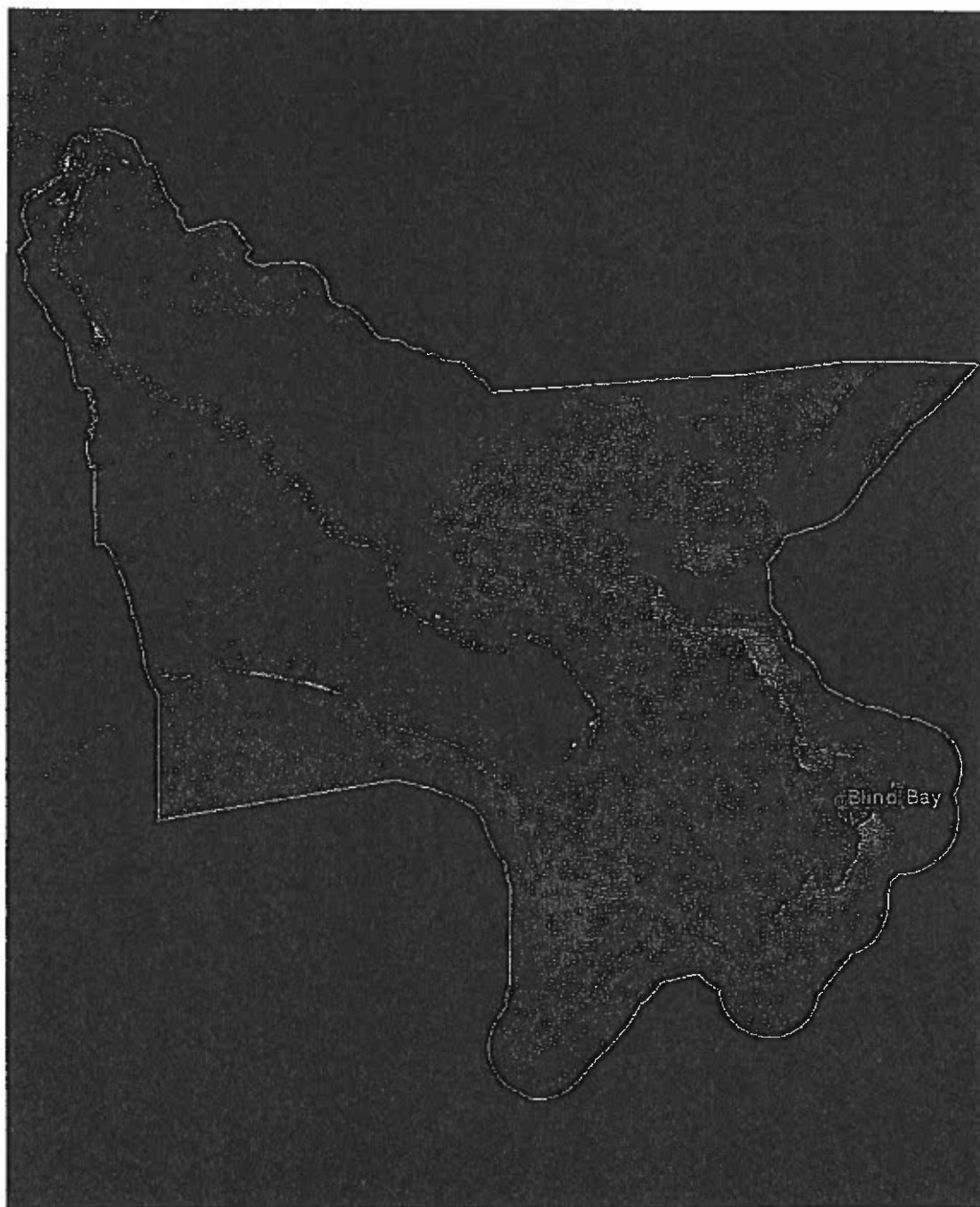
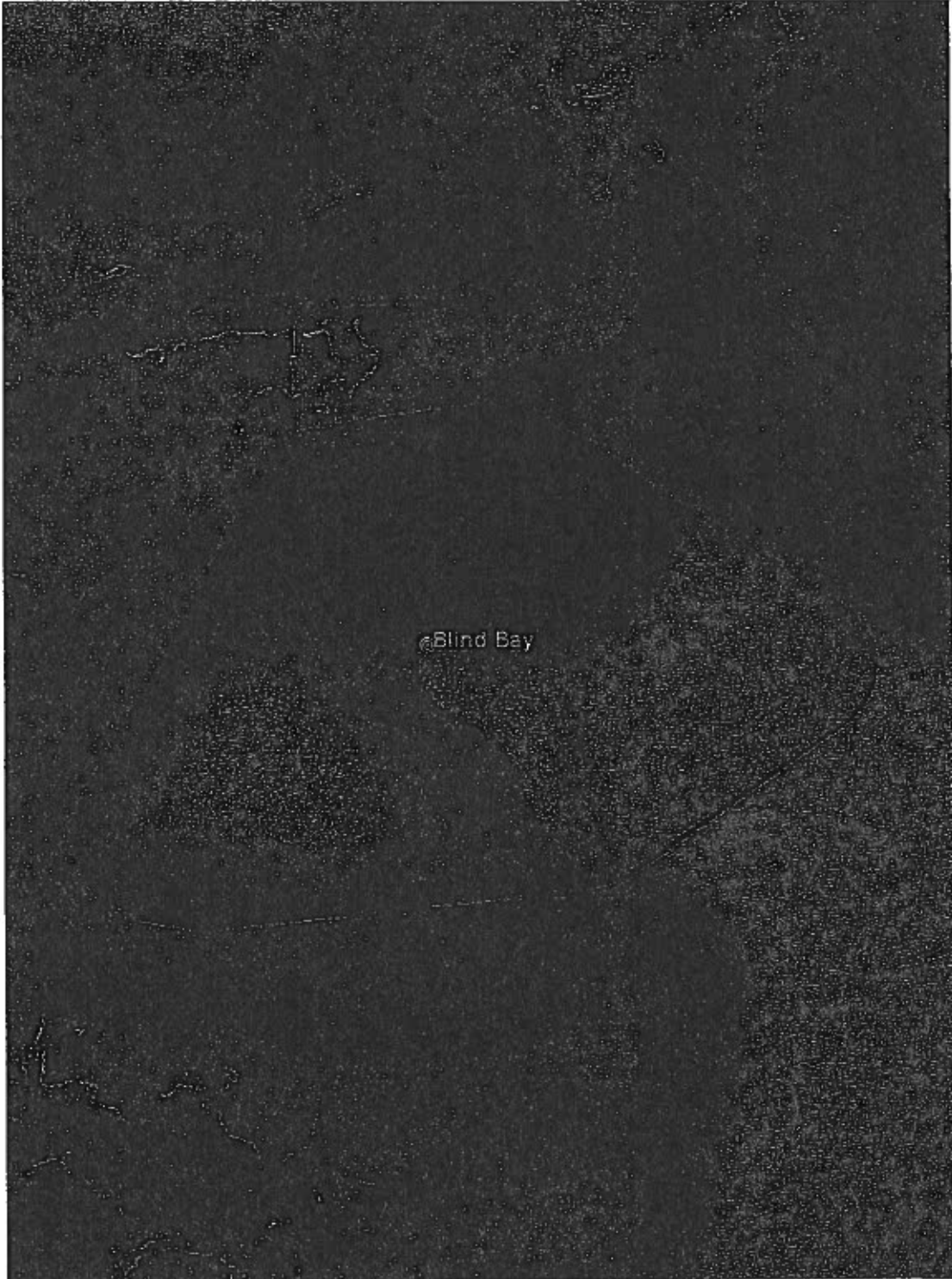


EXHIBIT B
Map of the Operational Area
(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-992

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

NORTHCOAST OIL COMPANY, CHEVRON U.S.A. INC., EQUITABLE PETROLEUM CORPORATION, DEVON ENERGY PRODUCTION COMPANY, L.P., CHEVRON U.S.A. HOLDINGS INC., CHEVRON PIPE LINE COMPANY, AND BP PRODUCTS NORTH AMERICA

FILED: _____

DEPUTY CLERK

FILED

NOV 08 2013

1st LANA H. COLUDROVICH
BY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

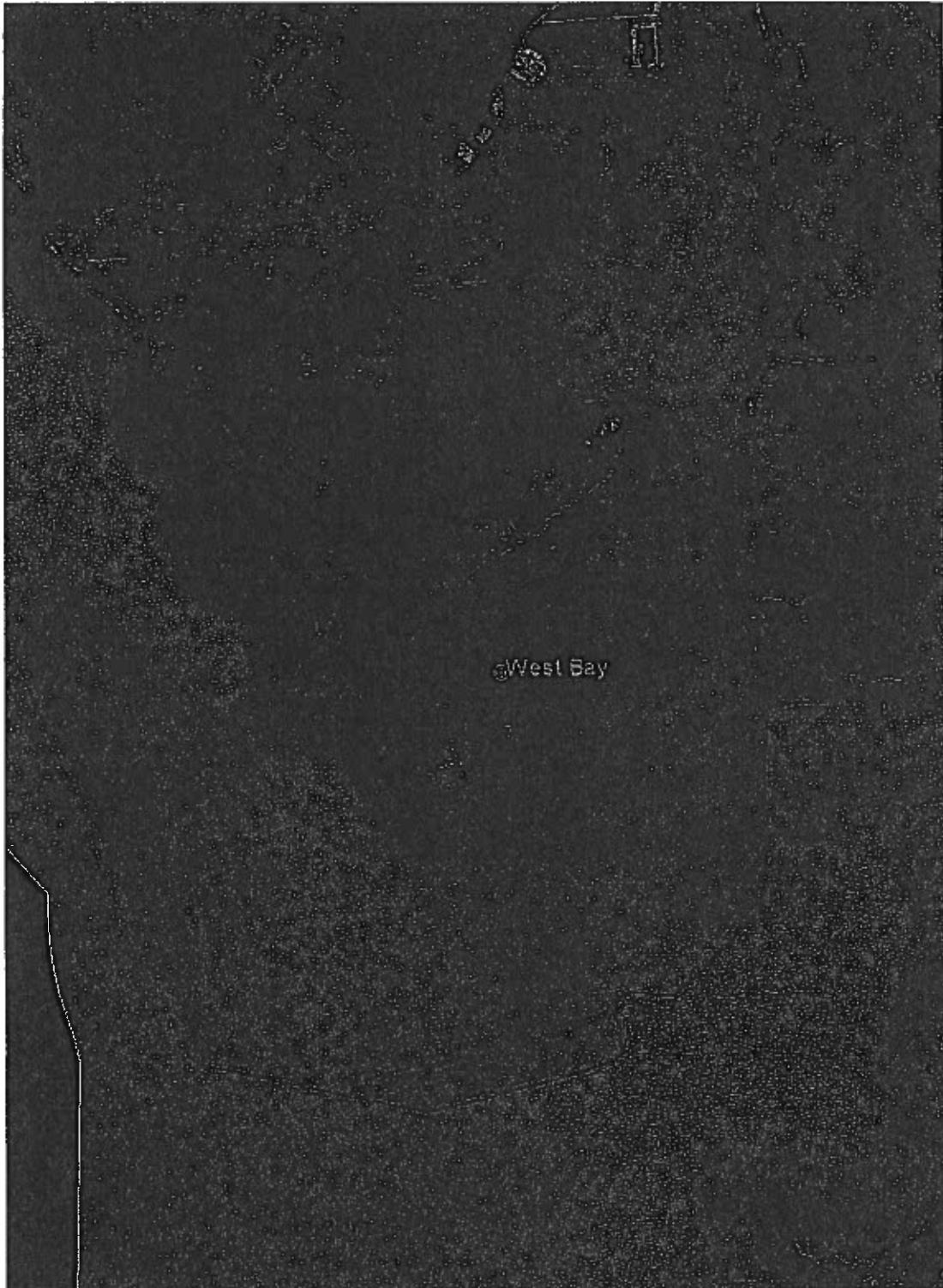


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 600-997

DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

PALM ENERGY OFFSHORE, L.L.C., CHEVRON U.S.A. INC.,
CONOCOPHILLIPS COMPANY, S2 ENERGY 1, LP, AMERICAN PETROFINA, INC.,
AND CHEVRON PIPE LINE COMPANY

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

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The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT E

Map of the Operational Area

(Overview)

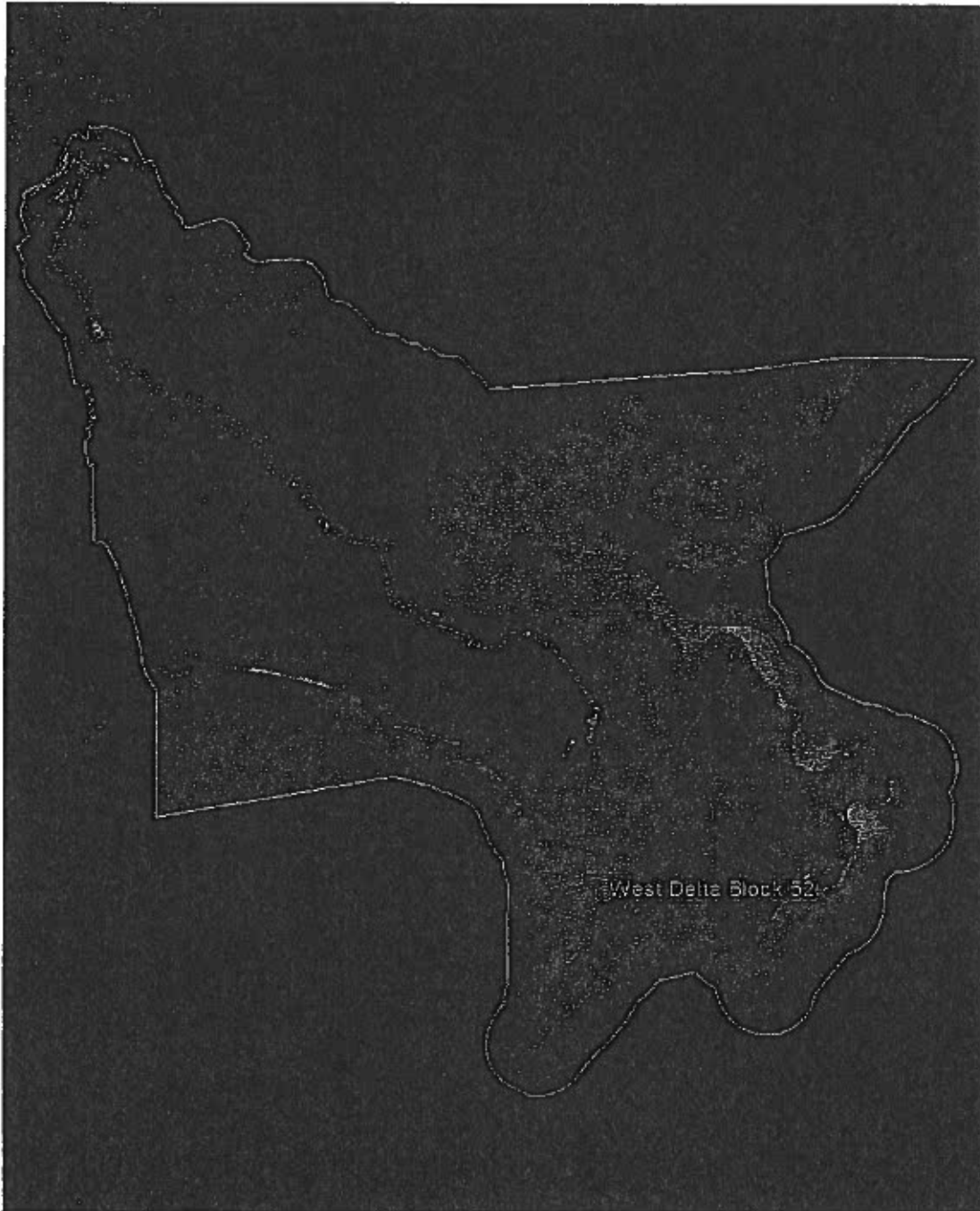
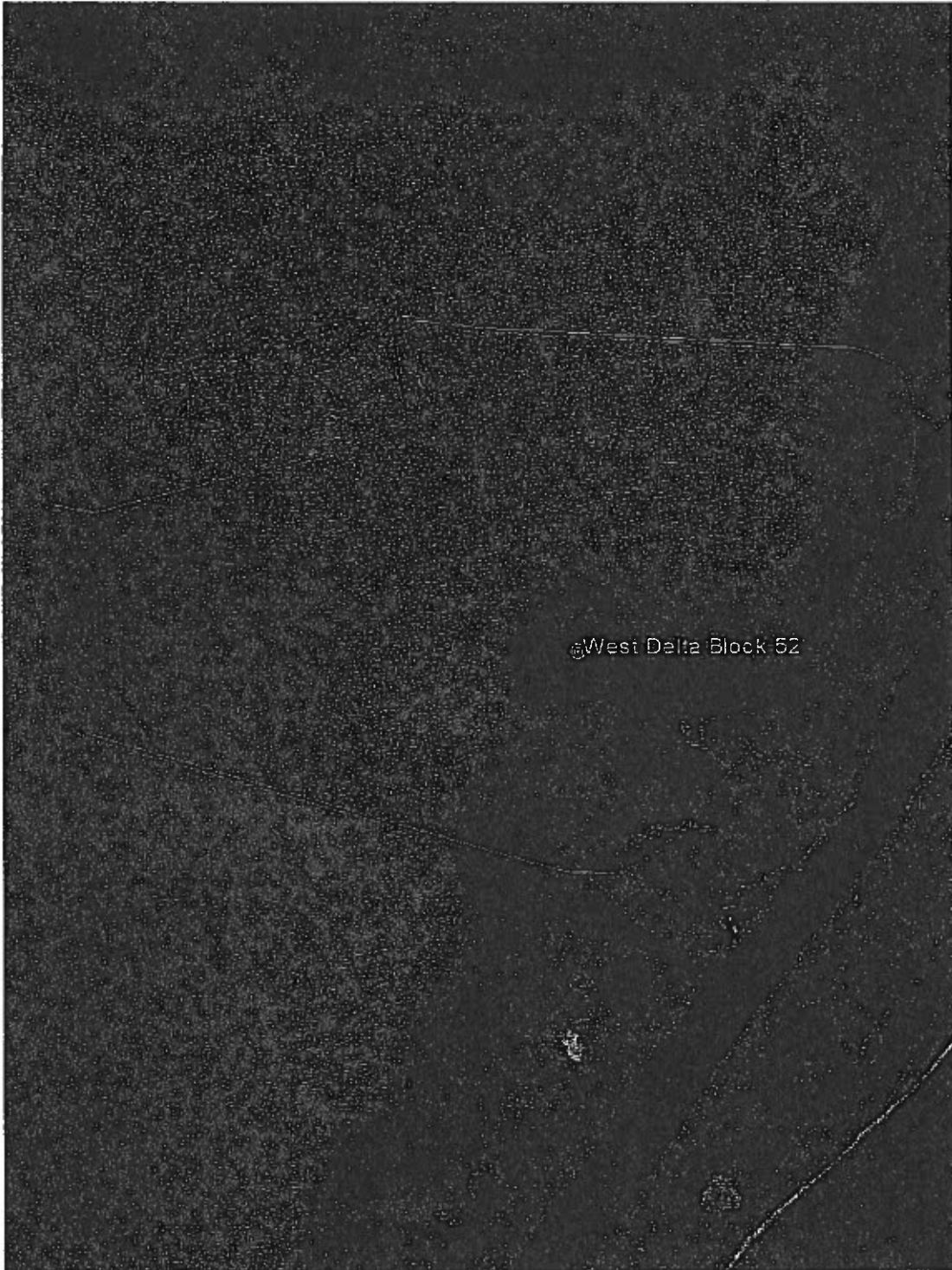


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-989

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

RIVERWOOD PRODUCTION COMPANY, INC., CHEVRON U.S.A. INC.,
EXXON MOBIL CORPORATION, CONOCOPHILLIPS COMPANY,
AND THE ESTATE OF WILLIAM G. HELIS, AND GRAHAM ROYALTY, LTD.

FILED: _____

DEPUTY CLERK NOV 08 2013

FILED

*s/*LANA H. COLUDROVICH
BY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B
Map of the Operational Area
(Overview)

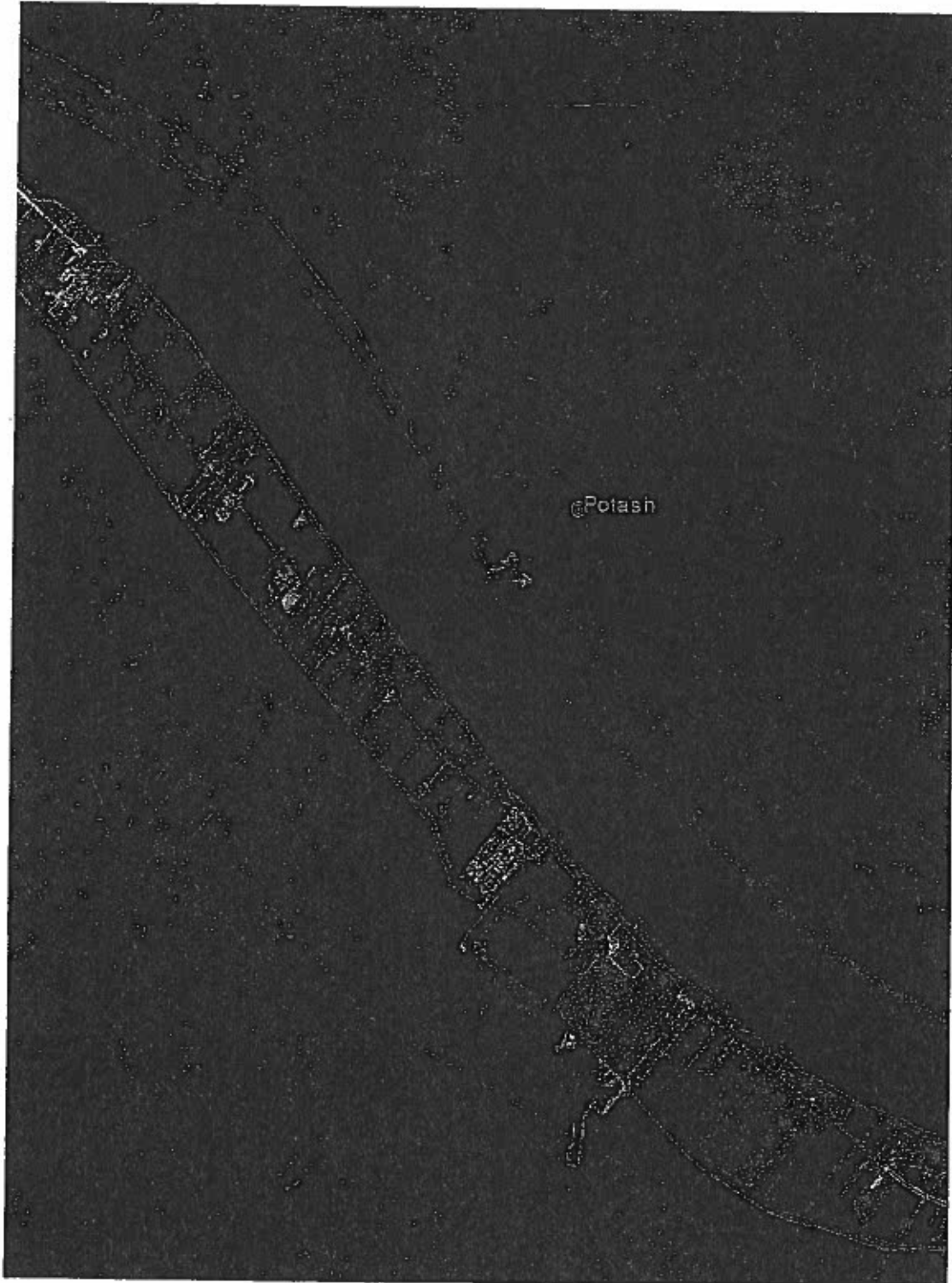


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-996

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING COMPANY, CONOCOPHILLIPS COMPANY,
THE LOUISIANA LAND AND EXPLORATION COMPANY LLC,
CHEVRON U.S.A. HOLDINGS INC., CHEVRON U.S.A. INC., THE TEXAS COMPANY,
APACHE OIL CORPORATION, ATLANTIC RICHFIELD COMPANY, AND
LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.

FILED: NOV 8 - 2013

/s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT B

Map of the Operational Area

(Overview)

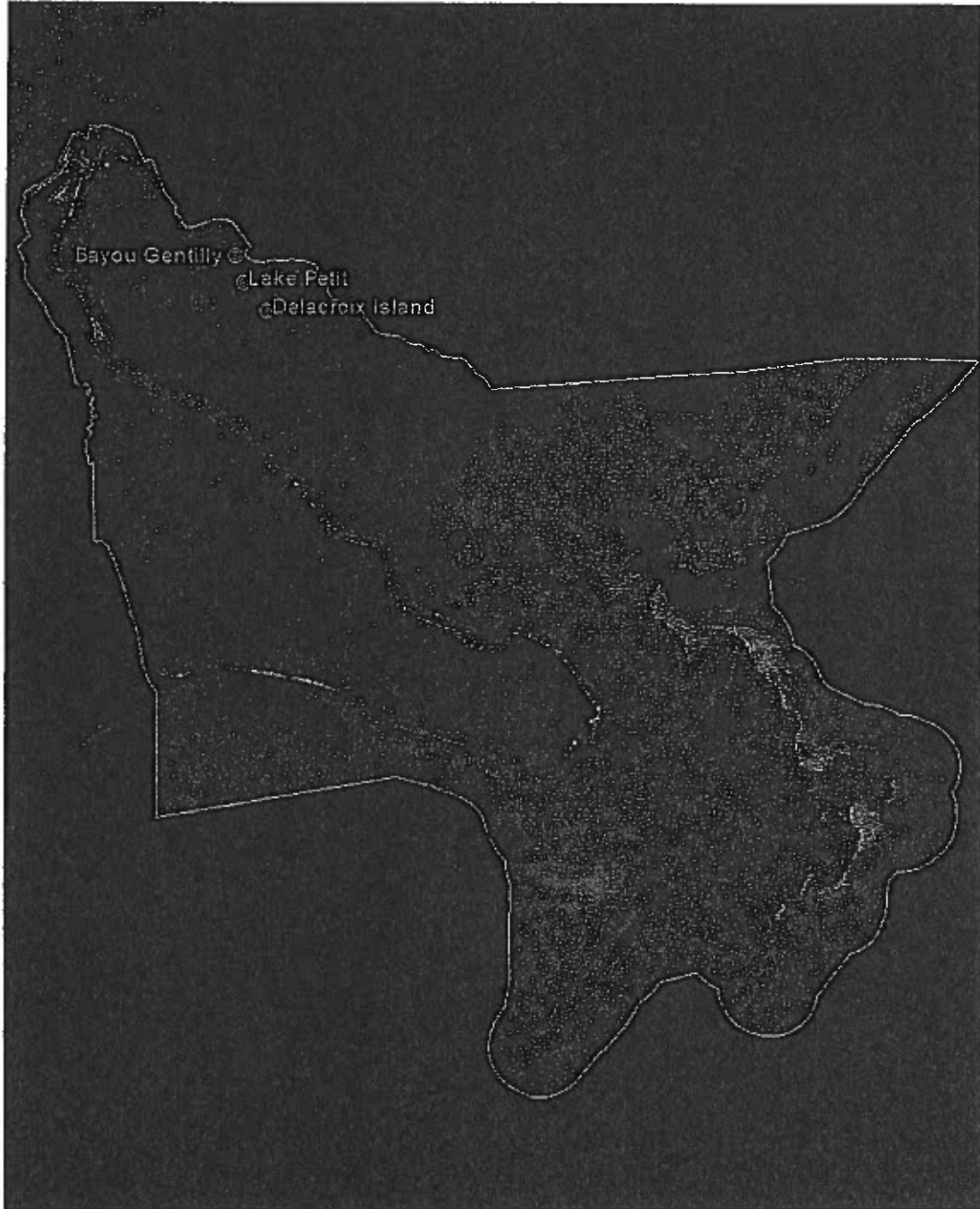
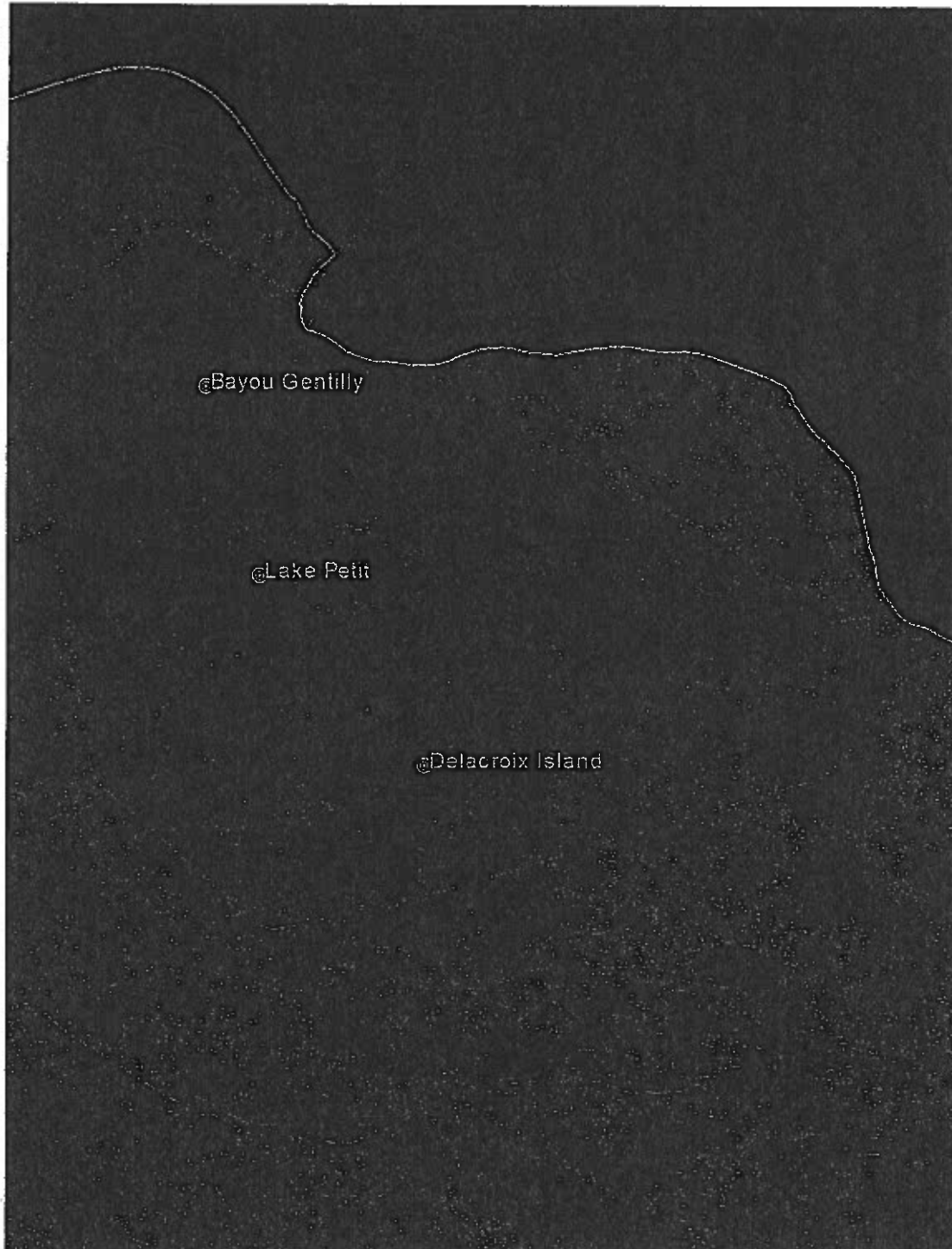


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 161-007

DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

TOTAL PETROCHEMICALS & REFINING USA, INC., BP AMERICA PRODUCTION COMPANY, BURLINGTON RESOURCES OIL & GAS COMPANY LP, CHEVRON U.S.A. INC., CLAYTON WILLIAMS ENERGY, INC., DELTA DEVELOPMENT COMPANY, INC., DEVON ENERGY PRODUCTION COMPANY, L.P., DIMENSION ENERGY COMPANY, L.L.C., PIONEER NATURAL RESOURCES USA, INC., JUNE ENERGY, INC., EXXON MOBIL CORPORATION, SHELL OFFSHORE INC., SHELL OIL COMPANY, CHEVRON U.S.A. HOLDINGS INC., TEXAS PETROLEUM INVESTMENT COMPANY, ANADARKO E&P ONSHORE, LLC, CHEVRON PIPELINE COMPANY, THE TEXAS COMPANY, AND LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.

FILED: _____

DEPUTY CLERK NOV 08 2013

FILED
S/ LANA H. COLUDROVICH
DY. CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted

EXHIBIT B

Map of the Operational Area

(Overview)

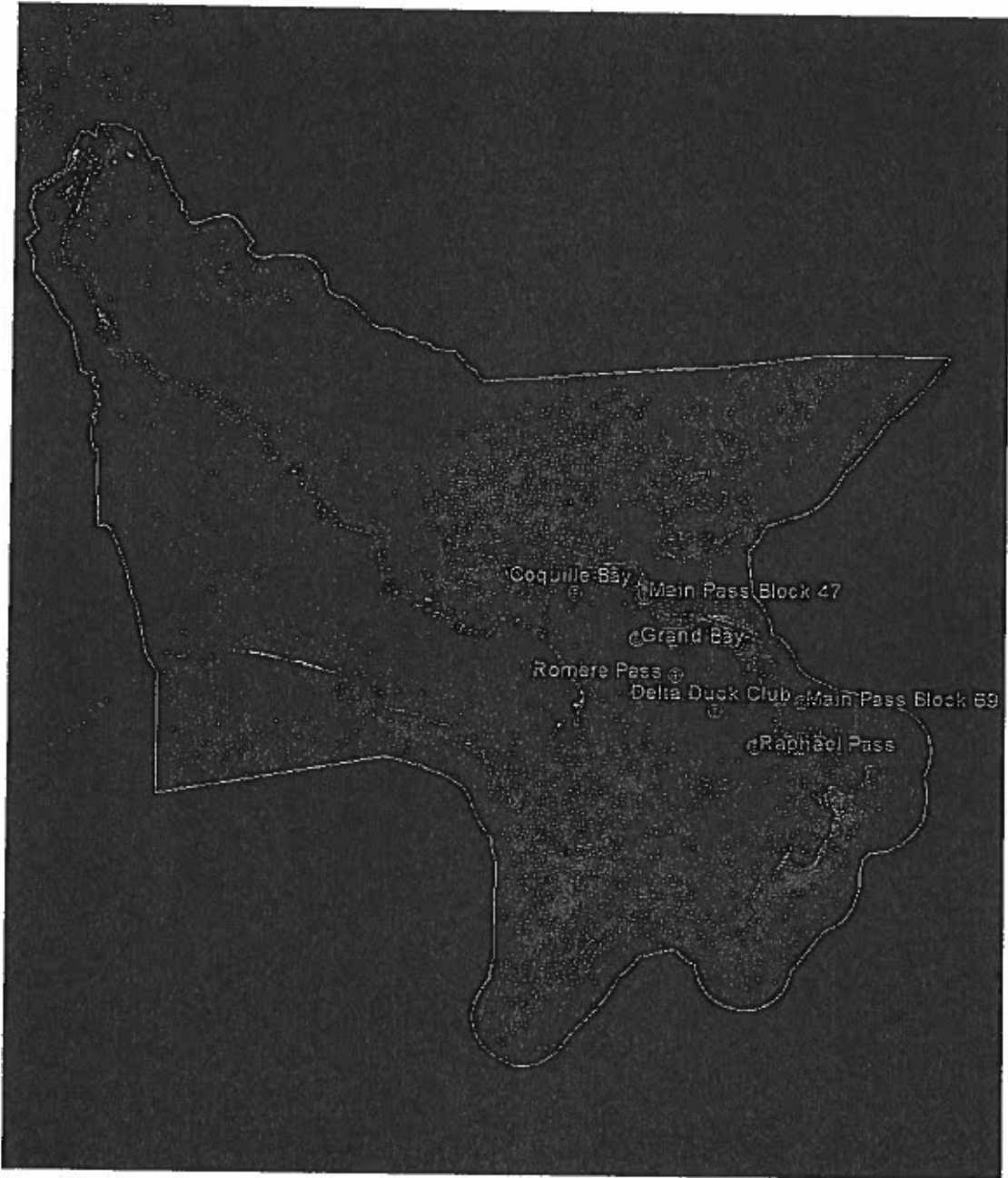
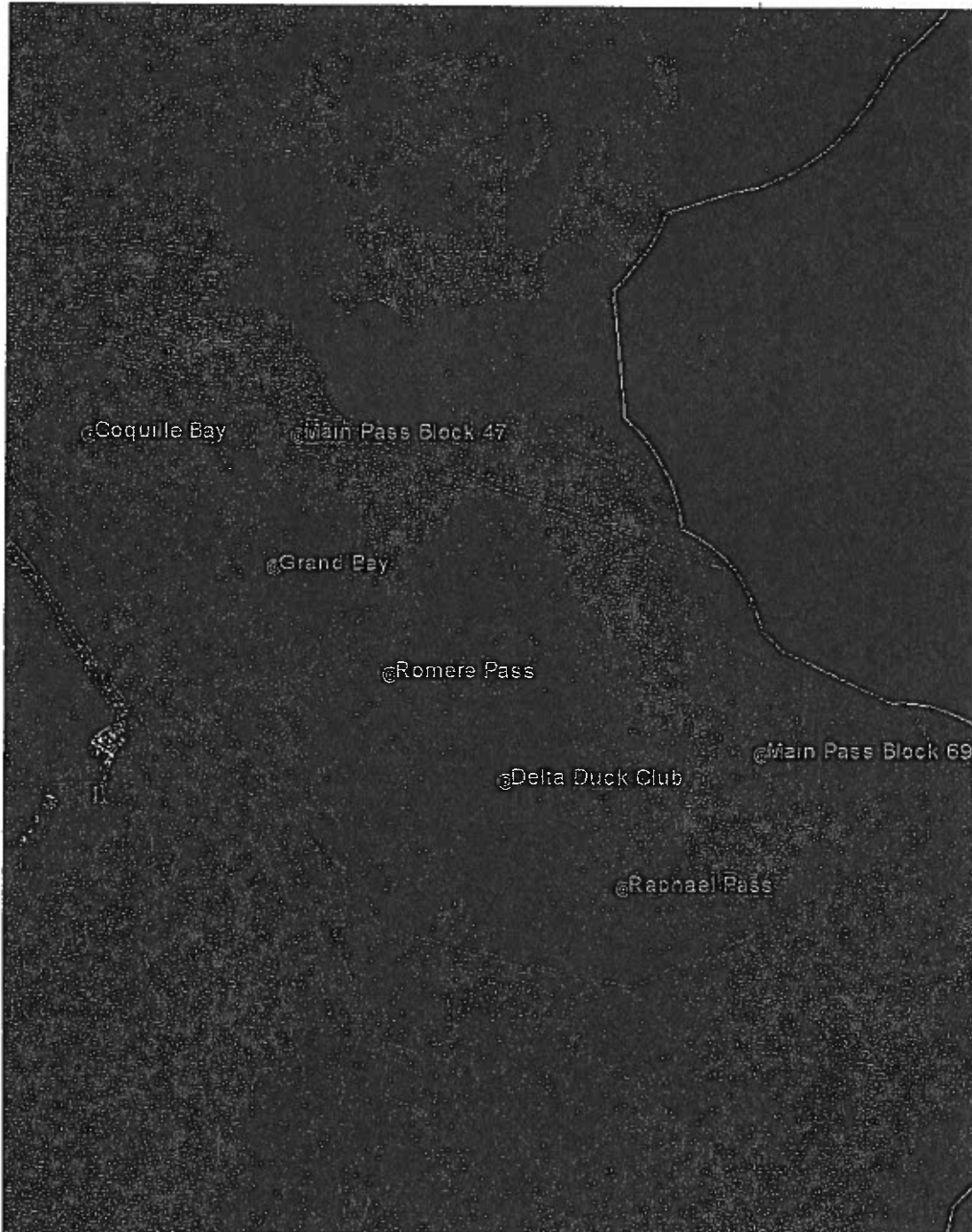


EXHIBIT B
Map of the Operational Area
(Detail View)

2013 Aerial



Return Date Stamped "

40TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. JOHN THE BAPTIST
STATE OF LOUISIANA

DOCKET NO. 70627

DIV. A

BRIDGET DINVAUT, DISTRICT ATTORNEY FOR THE 40TH JUDICIAL DISTRICT
OF THE STATE OF LOUISIANA

VERSUS

CAMBRIDGE ENERGY CORPORATION, CRAIG J. SCEROLER, INC., GREEN
WILSON HICKS, III, KING W. LANAUUX, LLOG EXPLORATION & PRODUCTION
COMPANY, L.L.C., LOUISIANA EXPLORATION & DRILLING COMPANY,
MARQUEE CORPORATION, MINERAL VENTURES, INC., PALACE
EXPLORATION COMPANY, FREEPORT-MCMORAN OIL & GAS LLC, SHELL OIL
COMPANY, SMITH PRODUCTION COMPANY OF MISSISSIPPI AND TODD OIL
CORPORATION OF LOUISIANA, INC.

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
ST. JOHN THE BAPTIST PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the
following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) BRIDGET DINVAUT, District Attorney for the 40th Judicial District of the State of Louisiana, and (2) the State of Louisiana *ex rel.* BRIDGET DINVAUT (together, "Plaintiffs"). As shown more fully below, BRIDGET DINVAUT, in her capacity as District Attorney for the 40th Judicial District of the State of Louisiana, is authorized by state statute to bring appropriate actions on her own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 49:214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or St. John the Baptist Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

ERIKALIA DEFRANCO - CLERK OF COURT
Filed: Apr 28, 2017 2:27 PM



EXHIBIT B

Map of the Operational Area

(Overview)

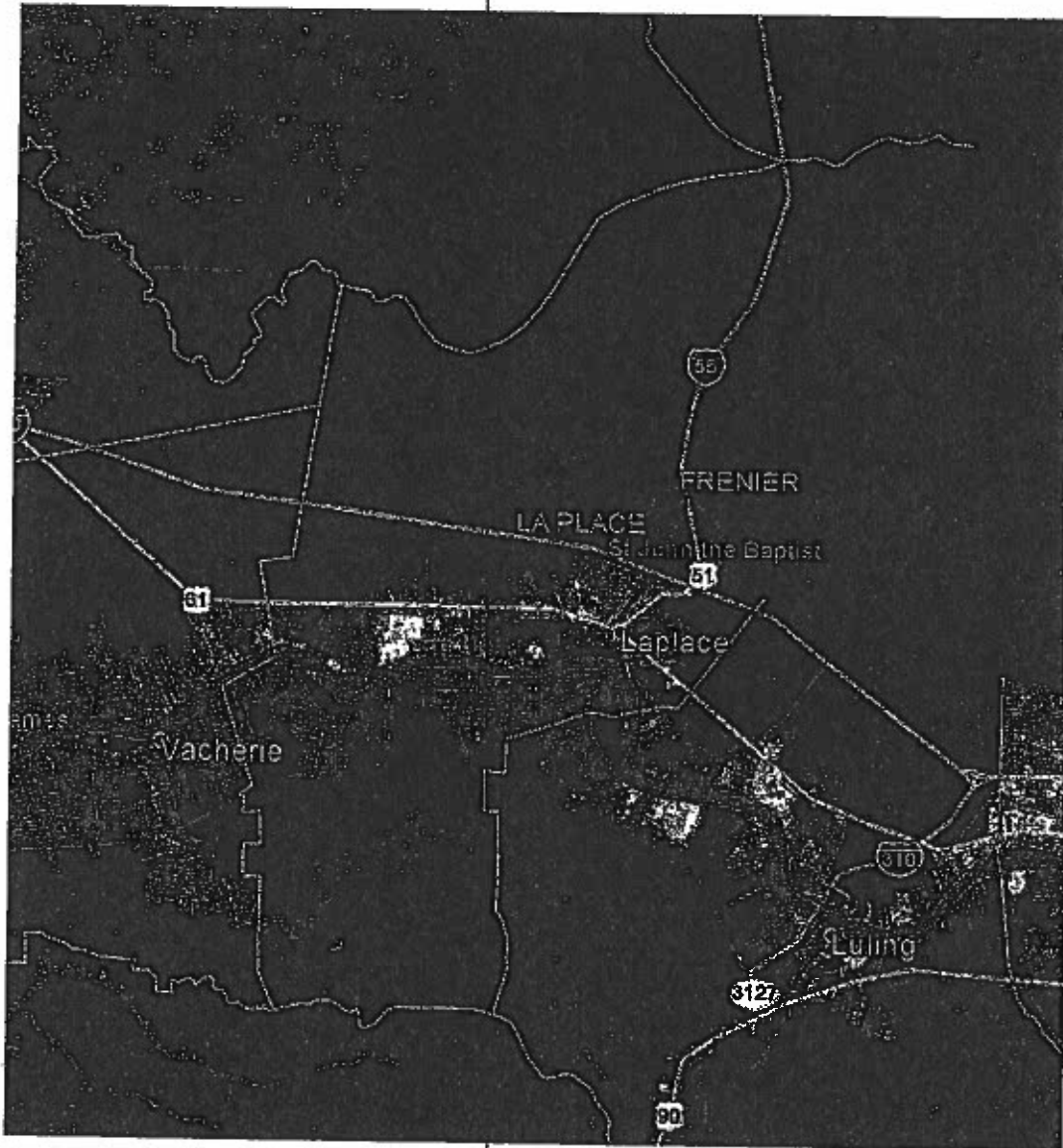
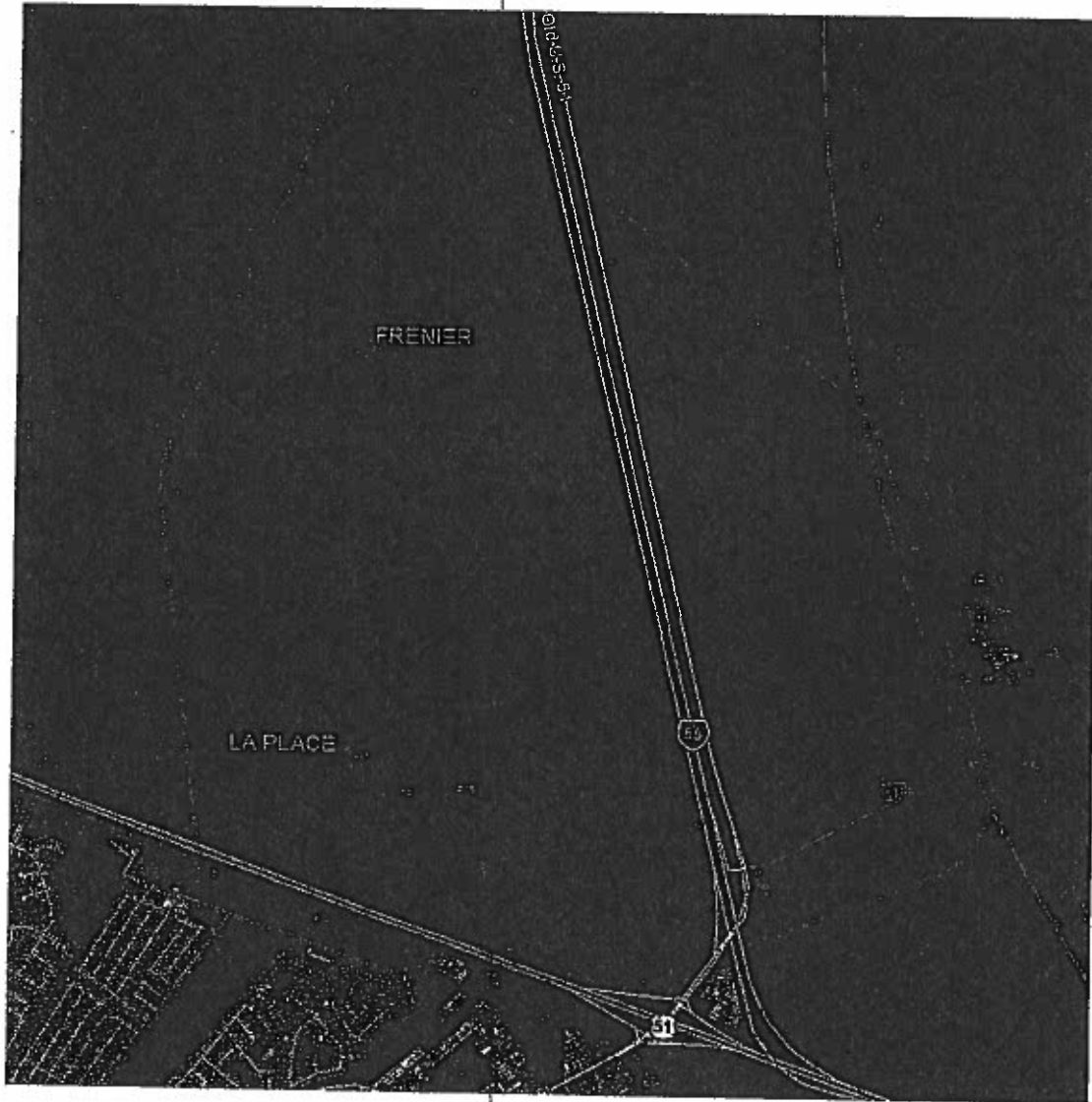


EXHIBIT B

Map of the Operational Area

(Detail View)

2015 Aerial



15TH JUDICIAL DISTRICT COURT FOR THE PARISH OF VERMILION

STATE OF LOUISIANA

DOCKET NO. 102156

DIV. B

KEITH STUTES, DISTRICT ATTORNEY FOR THE 15TH JUDICIAL DISTRICT OF
THE STATE OF LOUISIANA

VERSUS

GULFPORT ENERGY CORPORATION, HILCORP ENERGY COMPANY, JONES
COMPANY, LTD., LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.,
LOUISIANA ENERGY PRODUCTION, L.L.C., OPMI OPERATING COMPANY,
ROGERS OIL COMPANY, TEXAS PETROLEUM INVESTMENT COMPANY, AND
UNION OIL COMPANY OF CALIFORNIA

FILED: _____

DEPUTY CLERK

FIRST AMENDED AND RESTATED PETITION FOR DAMAGES
TO THE
VERMILION PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to respectfully file this First Amended and Restated Petition for Damages to the Vermilion Parish Coastal Zone, which shall completely restate and supersede the original Petition for Damages to the Vermilion Parish Coastal Zone filed with this Court, and to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

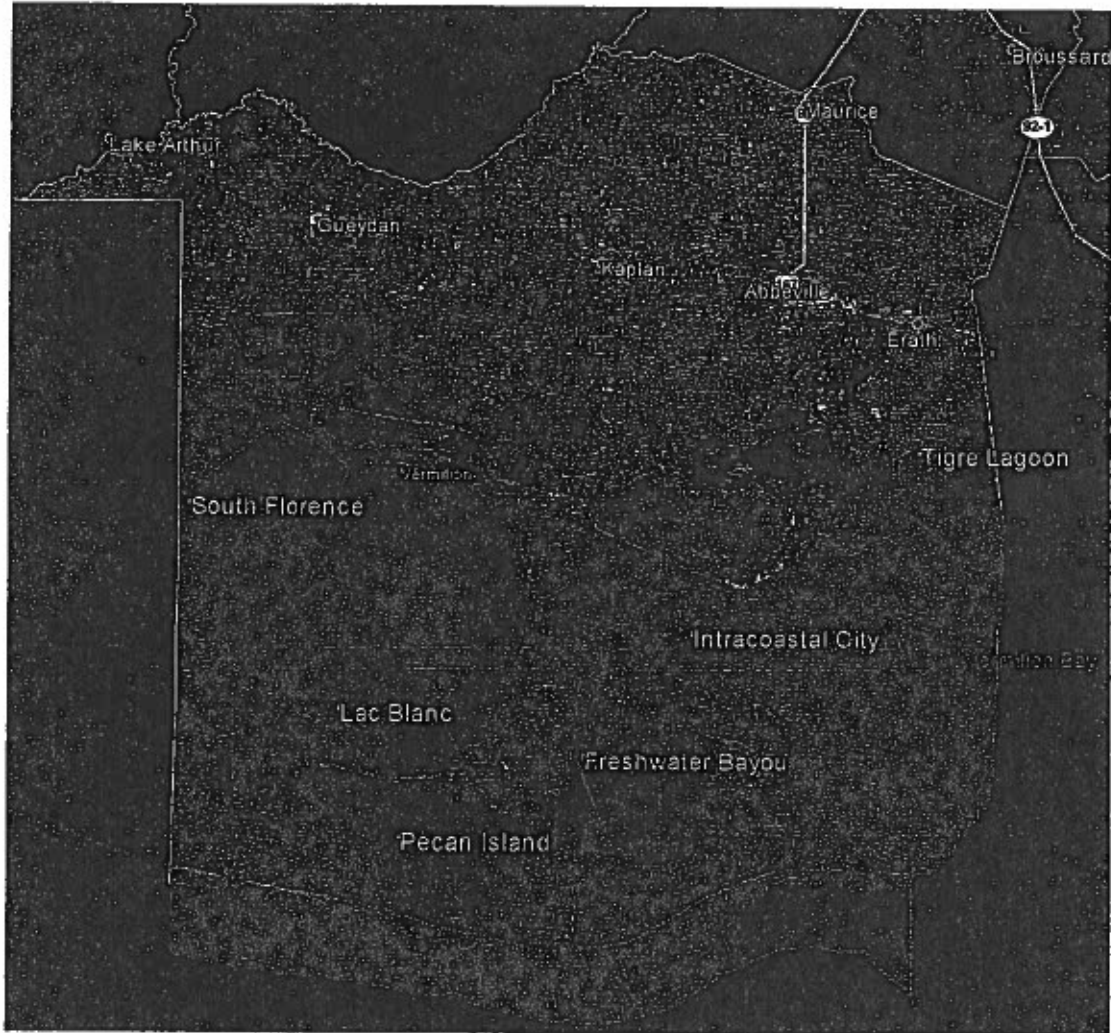
The Plaintiffs are: (1) KEITH STUTES, District Attorney for the 15th Judicial District of the State of Louisiana, and (2) the State of Louisiana *ex rel.* KEITH STUTES (together "Plaintiffs"). As shown more fully below, KEITH STUTES, in his capacity as District Attorney for the 15th Judicial District of the State of Louisiana, is authorized by state statute to bring appropriate actions on his own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Vermilion Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

VERMILION PARISH, LA.
FILED THIS DAY
2016 JUL 28 10 29 AM
Clerk of Court

EXHIBIT B

Map of the Operational Areas

(Overview)



VERMILION PARISH, LA.
FILED THIS DAY
2016 JUL 28 P 2:09
Clerk of Court

EXHIBIT B

Map of the Operational Areas

Freshwater Bayou Operational Area

2015 Aerial



EXHIBIT B

Map of the Operational Areas

Intracoastal City Operational Area

2015 Aerial

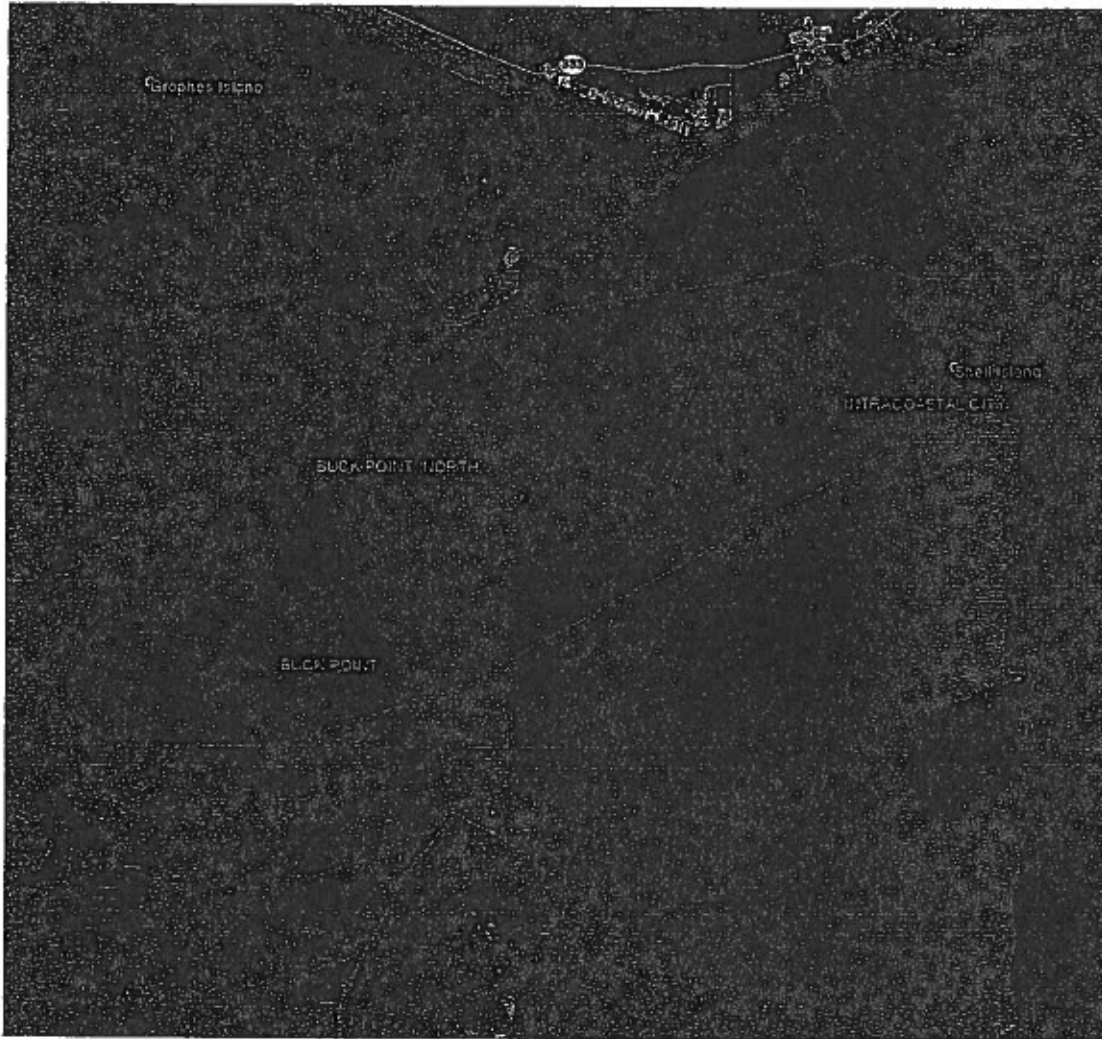


EXHIBIT B
Map of the Operational Areas
Lac Blanc Operational Area

2015 Aerial



EXHIBIT B

Map of the Operational Areas

Pecan Island Operational Area

2015 Aerial



EXHIBIT B

Map of the Operational Areas

South Florence Operational Area

2015 Aerial

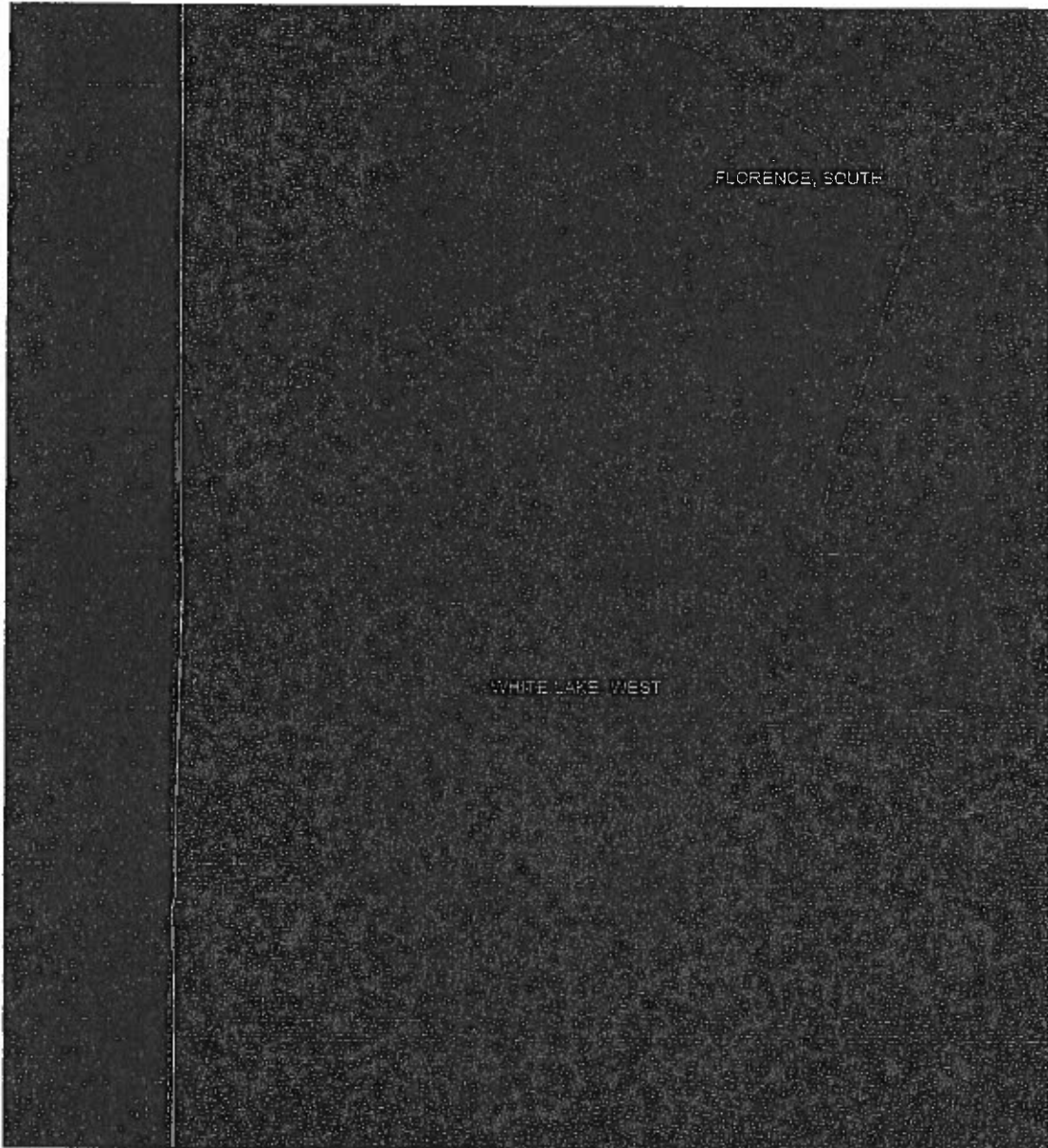
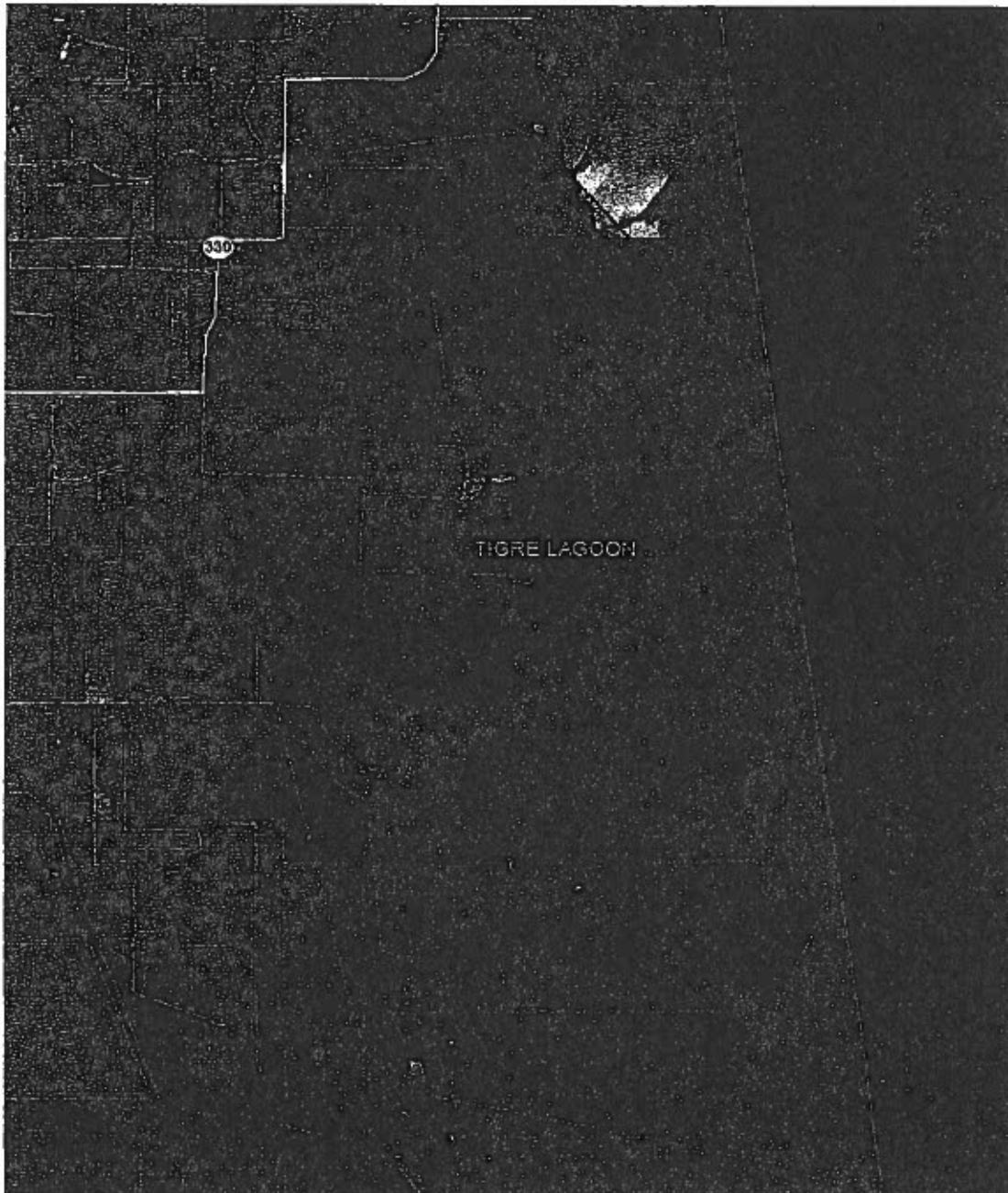


EXHIBIT B
Map of the Operational Areas
Tigre Lagoon Operational Area

2015 Aerial



34TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. BERNARD

STATE OF LOUISIANA

DOCKET NO. 16 - 1228



THE PARISH OF ST. BERNARD

VERSUS

ATLANTIC RICHFIELD COMPANY, BEPCO, L.P., CHEVRON U.S.A. HOLDINGS INC., DEVON ENERGY PRODUCTION COMPANY, L.P., GRAHAM ROYALTY, LTD., HESS CORPORATION, LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., O'MEARA L.L.C., SENECA RESOURCES CORPORATION, THE MERIDIAN RESOURCE & EXPLORATION LLC, TRANSCO EXPLORATION COMPANY, UNION OIL COMPANY OF CALIFORNIA, VIRTEX PETROLEUM COMPANY, L.L.P., YUMA EXPLORATION AND PRODUCTION COMPANY, INC. AND YUMA PETROLEUM COMPANY

FILED: SEP 30 2016

Randy S. Nunez
DEPUTY CLERK

**FIRST AMENDED AND RESTATED PETITION FOR DAMAGES
TO THE
ST. BERNARD PARISH COASTAL ZONE**

NOW INTO COURT come plaintiffs, through undersigned counsel, to respectfully file this First Amended and Restated Petition for Damages to the St. Bernard Parish Coastal Zone, which shall completely restate and supersede the original Petition for Damages to the St. Bernard Parish Coastal Zone filed with this Court, and to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF ST. BERNARD, and (2) the State of Louisiana *ex rel.* PARISH OF ST. BERNARD. The Parish of St. Bernard is a local government of this State that has been authorized since 1987 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of St. Bernard is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the

EXHIBIT B
Map of the Operational Areas
(Overview)

2015 Aerial



FILED

SEP 30 2016

Cornelia Dancer
CH. DEPUTY CLERK
ST. BERNARD PARISH

EXHIBIT B

Map of the Operational Areas

North Operational Area

2015 Aerial



EXHIBIT B
Map of the Operational Areas
South Operational Area

2015 Aerial

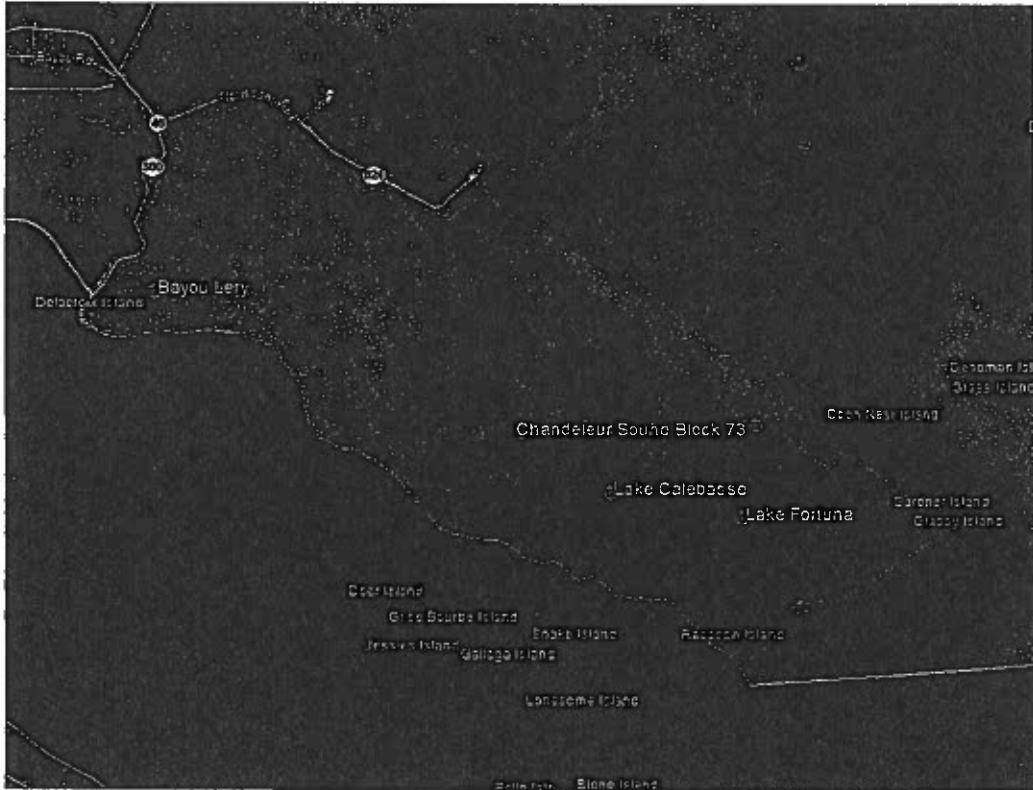


Exhibit E – Payment Schedule

Subject to the provisions of paragraphs (1)-(3) below, the amounts to be paid into the Fund shall be due on the following schedule (capitalized terms not defined in this Exhibit E are used with the meaning assigned thereto in this MOU):

Annual Payment Date ¹	Payment Amount	Cumulative Payment
MOU Effective Date	\$15,000,000	\$15,000,000
2023	\$4,250,000	\$19,250,000
2024	\$4,250,000	\$23,500,000
2025	\$4,250,000	\$27,750,000
2026	\$4,250,000	\$32,000,000
2027	\$4,250,000	\$36,250,000
2028	\$4,250,000	\$40,500,000
2029	\$4,250,000	\$44,750,000
2030	\$4,250,000	\$49,000,000
2031	\$4,250,000	\$53,250,000
2032	\$4,250,000	\$57,500,000
2033	\$4,250,000	\$61,750,000
2034	\$4,250,000	\$66,000,000
2035	\$4,250,000	\$70,250,000
2036	\$4,250,000	\$74,500,000
2037	\$4,250,000	\$78,750,000
2038	\$4,250,000	\$83,000,000
2039	\$4,250,000	\$87,250,000
2040	\$4,250,000	\$91,500,000
2041	\$4,250,000	\$95,750,000
2042	\$4,250,000	\$100,000,000

(1) Purpose of Payment Schedule. The Parties mutually acknowledge that the purpose of the Payments due under this MOU is for the Freeport/Mosaic Parties to invest in coastal restoration and related projects to be developed by the Fund, which will be designed to generate marketable environmental credits that can be used to reimburse payments to the Freeport/Mosaic Parties as provided by the Favored Party Provisions of this MOU, but also recognize that the development of

¹ Yearly Payments to be made on the anniversary of the Effective Date of the MOU.

projects by the Fund may prove to be slower than anticipated by the Parties. This payment schedule is intended to ensure that the Freeport/Mosaic Parties' Payments are made on a timeframe that is consistent with the anticipated future activities of the Fund, as set forth in Exhibit C.

(2) *Freeport/Mosaic Parties' Option to Accelerate Payments.* Notwithstanding the payment schedule set forth above, the Freeport/Mosaic Parties may, in their sole discretion, accelerate their Payments into the Fund at any time. Accelerated payments shall be applied to the next Payment that would otherwise be due.

(3) *Net Investment and Deferral of Payments.* To ensure that both the timing and amount of the Freeport/Mosaic Parties' future Payments remains consistent with the contemplated activities of the Fund, and notwithstanding any other provision of this MOU or this Exhibit E, the schedule set forth above will be modified as follows:

(a) *Net Investment.* "Net Investment" shall mean, on any given date, the total of all the Payments made by the Freeport/Mosaic Parties into the Fund less all payments received by Freeport/Mosaic Parties from the sales of environmental credits as provided by the Favored Party Provisions of this MOU.

(b) *Deferral of Payments.* From and after the time that the Payments due through 2024 have been made by the Freeport/Mosaic Parties, additional Payments shall be reduced or deferred, in whole or in part, to the extent such payment would otherwise cause the Net Investment to exceed \$23,500,000 (the "Deferral Threshold"). For the avoidance of doubt, Payments will be deferred for as long as necessary, including beyond 2042, to ensure that Net Investment never exceeds the Deferral Threshold.

(c) *Scheduled Payments after 2024.* For each Payment scheduled to occur after 2024, such Payments may be accelerated by the Freeport/Mosaic Parties to the extent that the proceeds of credit sales become available for payment under the Favored Party Provisions of this MOU. In no instance shall any Payment be due on any date or increased to any amount that would cause the Net Investment to exceed the Deferral Threshold, and such payments from the proceeds of credit sales shall be made in advance of or concurrently with the accelerated Payment to ensure that the Net Investment remains less than or equal to the Deferral Threshold. Once all scheduled Payments have been made by the Freeport/Mosaic Parties, reimbursements from the sale of credits by the Fund shall be applied to reimbursement of any Net Investment remaining. For the avoidance of doubt, the initial \$15 million Payment and the next two Payments of \$4.25 million (aggregating \$23.5 million) will be reimbursed last and will be reimbursed only to the extent proceeds are available from the sale of credits.

(d) *Application of Proceeds from Early Sale of Credits.* If proceeds from the sales of credits are available for payment under the Favored Party Provisions of this MOU before the Net Investment reaches the Deferral Threshold in 2024, they shall be treated as occurring in 2025 and reimbursed to the Freeport/Mosaic Parties against accelerated Payments scheduled for 2025 and subsequent periods, as provided in paragraph 3(c) above. If such proceeds would exceed all scheduled Payments due in subsequent periods, they will be used to reimburse any Net Investment remaining.

(e) Maximum Aggregate Payments. Under no circumstances, and expressly subject to the limitations set forth in Paragraphs 3(a), (b), and (c) above, shall the Freeport/Mosaic Parties be obligated to make Payments totaling more than \$100 million into the Fund, nor shall the Freeport/Mosaic Parties receive payments from credit sales in excess of the total Payments made by the Freeport/Mosaic Parties into the Fund.

EXHIBIT F

[Follows this page.]

[Exhibit F]

FREEPORT COASTAL CASES

The Parish of Cameron v. Anadarko E&P Onshore, LLC, et al
Cameron Parish Docket # 10-19578

The Parish of Cameron v. Auster Oil, et al
Cameron Parish Docket # 10-19582

The Parish of Cameron v. BEPCO, et al
Cameron Parish Docket # 10-19572

The Parish of Plaquemines v. Apache Corporation, et al
Plaquemines Parish Docket # #61-000 Div. A

The Parish of Plaquemines v. Hilcorp Energy, et al
Plaquemines Parish Docket #60-999 Div. B

The Parish of Plaquemines v. ConocoPhillips, et al
Plaquemines Parish Docket #60-982 Div B

The Parish of Plaquemines v. Campbell, et al
Plaquemines Parish Docket #61-001 Div. B

The Parish of Plaquemines v. Caskids, et al
Plaquemines Parish Docket #60-993 Div. B

The Parish of Plaquemines v. Linder Oil Company, et al
Plaquemines Parish Docket #60-988 Div. B

The Parish of Plaquemines v. Great Southern et al
Plaquemines Parish Docket #60-998

The Parish of Plaquemines v. Exchange Oil & Gas, et al
Plaquemines Parish Docket #60-984 Div. A

Bridget Dinvaut v. Cambridge Energy Corp
St. John Parish Docket #70627 Div. A

Keith Stutes v. Gulfport Energy, et al
Vermilion Parish Docket #102-156 Div. B