RELEASE, COMPROMISE AND SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into and effective on ________________, 2017 (“the Effective Date”), by and between the following:

a. Catherine P. Alford, Margaret Perez Barton, James L. Carrere, Richard J. Carrere, Jr., Thomas A. Carrere, Paula Perez Landrem, Leander H. Perez III, Citrus Realty, LLC, and River Realty, L.L.C. (hereinafter referred to collectively as “Releasing Parties” and individually as “Releasing Party”);

b. Exxon Mobil Corporation (“Exxon”); and

c. Chevron U.S.A. Inc., Gulf Oil Corporation, and Chevron Pipe Line Company (hereinafter referred to collectively as the “Chevron Entities”); and

d. Flash Gas & Oil Northeast, Inc. (“Flash”)

Exxon, the Chevron Entities and Flash are collectively referred to as “Released Parties.” Releasing Parties and Released Parties are hereinafter referred to as “Party” and collectively as “Parties”

WHEREAS, Releasing Parties allege that the surface and subsurface of their Property located in Plaquemine Parish, Louisiana has been contaminated by various oil and gas activities on or near the Property and that Exxon and the Chevron Entities are liable for the contamination and damages as a past or present lessee, owner and/or operator of certain leases, wells, and oilfield facilities, on or adjacent to the Property;

WHEREAS, Releasing Parties filed the Alford Lawsuit, as defined below, against Exxon and the Chevron Entities and others, alleging they are liable for damages and contamination to the surface and subsurface of Property resulting from operations conducted by, among others, Exxon and the Chevron Entities;
WHEREAS, Flash is one of the successors-in-interest to Exxon and the Chevron Entities;

WHEREAS, Flash desires to participate in a settlement of the Alford Lawsuit as a Released Party;

WHEREAS, the Released Parties deny any liability to Releasing Parties in the Alford Lawsuit;

WHEREAS, Releasing Parties and Released Parties have engaged in extensive settlement discussions to resolve the Alford Lawsuit and other Claims without the need for further litigation and each of them has independently determined that settlement of Releasing Parties’ Claims against the Released Parties by their execution and performance of this Agreement to avoid further litigation is in their respective best interests after taking into account the risks, cost and uncertainties of further litigation, independent consultation with their respective counsel and with Releasing Parties recognizing that the Property may have damages that are not at issue in the Alford Lawsuit of which they presently may not be aware and that there will be no admission of liability or guilt by any of the Released Parties; and

WHEREAS, Released Parties expressly reserve all of their rights and claims for defense, indemnity, or contribution against any person or entity that is not a signatory to this Agreement, except as specifically provided in this Agreement;

THEREFORE, the Parties hereby agree to the following terms to resolve their disputes:

I. DEFINITIONS

As used anywhere in this Agreement, the following capitalized terms or titles shall have the following meanings:

1. “Claim” or “Claims” means and includes any and all of each Releasing Party’s rights, demands, actions, causes of action, rights of action, and legal rights of any kind or
character, against any person or entity, including any contractual, legal, statutory, or delictual obligation owed to any Releasing Party, and liabilities of any kind and character due from any person or entity to any Releasing Party, arising from or related in any way to the Property, Contamination, or Previously Identified Contamination, including but not limited to, in whole or in part, the claims asserted in the Alford Lawsuit, any past or current operations of any person or entity on or affecting the Property, the exercise of mineral rights or mineral servitudes of any type or character by any person or entity affecting the Property, the use of the surface or subsurface of the Property by any person or entity, and/or any surface or subsurface conditions of any type that existed, exists or in the future may be found to exist on or affect the Property, as of the Effective Date, whether or not alleged in the Alford Lawsuit, whether real rights, personal rights, existing, contingent, or known or unknown to any Releasing Party. “Claim” or “Claims” shall include without limitation any and all of each Releasing Party’s claims for property damage, land loss, restoration, remediation, equitable relief, statutory relief, and/or any other loss, damage or relief of any type or character; whether for breach of any mineral servitudes, mineral leases, oil & gas contracts, surface leases, other contracts or any implied obligation of any type in any such agreement; whether sounding in tort, contract, quasi-contract, breach of lease or mineral code obligations, equity, unjust enrichment or any other legal basis whatsoever; including claims based upon solidary liability with persons who are or are not Released Parties, subrogation, indemnity, any past, present or future statute, regulation, ordinance or any other type of federal, state, or local government legislation or regulatory standard, qui tam and citizen suit claims, any regulatory action including notices of violation and compliance orders, or any other liability or claims for relief of any nature whatsoever related to the Property, the Contamination or the Previously Identified Contamination that existed or exists as of the
Effective Date. “Claim” or “Claims” shall include, but not limited to, claims seeking equitable relief, injunctive relief, statutory relief, specific performance, compensatory damages, general or special damages, punitive or exemplary damages, or consequential damages, including without limitation damages for breach of contract, diminution in value, stigma, taking, trespass, waste storage, nuisance, economic loss, lost rental value, lost rentals, lost business opportunities, lost property value, restoration, cleanup, remediation, cost of cleanup or remediation, plugging and abandonment of wells, emotional distress, loss of enjoyment, abandonment or decommissioning of facilities, response costs, natural resource damages, wetlands loss, land loss, unjust enrichment, expenses, legal interest costs, attorneys’ fees, and any other damages or claims for relief of any type or character whatsoever that exist or may exist in the future. It is intended that “Claim” and “Claims” will be given the broadest possible interpretation, and “Claims” shall also include all attorneys’ fees, costs and other expenses incurred by, claimed by or which could be claimed by, any of the Releasing Parties in connection with the Alford Lawsuit. Notwithstanding anything herein to the contrary, the term “Claim” or “Claims” shall not include the Reserved Claims as defined in this Agreement, and Releasing Parties specifically reserve any and all Reserved Claims against Released Parties.

2. “Contamination” means any and all past or current impacts to or effects upon the Property, whether known or unknown, caused by any substance of any kind, including, but not limited to, products, production, oil, gas, condensate, gasoline, diesel, fuel oil, naptha, hydrocarbons and any constituents or fractions thereof, produced water, drilling mud, drilling fluids, corrosion inhibitors, additives, chlorides, wastes, hazardous wastes, non-hazardous oilfield wastes (“NOW”), naturally occurring radioactive material (“NORM”), technologically-enhanced radioactive materials (“TERM”), toxic or hazardous substances, surface and subsurface
pollution of any kind (including any alleged contamination of any soil, sediment, surface water, aquifer or other ground waters), minerals, or other substances or chemicals of any kind associated with, resulting from, or in any way connected with any activities, operations, disposal, wells, pits, pipelines, piping, tank batteries, storage facilities, equipment or conditions on or near the Property. “Contamination” includes without limitation (1) surface and/or subsurface migration of any non-hazardous, toxic, or hazardous substances, pollutants, or contaminants on or near the Property at any time, including but not limited to, NORM, TERM, chlorides, hydrocarbons, heavy metals, other constituents or wastes, and any substances that are considered as waste or hazardous wastes under local, state or federal law and regulations.; and/or (2) surface and/or subsurface pollution on the Property caused by leaks, spills, and/or other discharges of non-hazardous, toxic, or hazardous substances from any wells, pits, tanks, storage facilities, pipelines, piping, tank batteries, gas plants, gas meters, and/or other equipment, facilities, and operations, including, but not limited to, any conditions on the Property alleged in Releasing Parties’ Petition for Damages and/or Complaint, and Previously Identified Contamination. It is intended that “Contamination” will be given the broadest possible interpretation.

3. “Leases” means the contracts, leases or other agreements listed in Exhibit 1, and any amendments thereto, assignments or subleases, or extensions or renewals thereof.

4. “Alford Lawsuit” shall mean that certain proceeding captioned Catherine P. Alford, et al. v. Chevron U.S.A. Inc., et al., Civil Action No. 13-05464 in the United States District Court for the Eastern District of Louisiana, Judge Sarah S. Vance presiding. The “Alford Lawsuit” shall include all Claims asserted or which could have been asserted in this proceeding.
5. “Offsite Contamination” means any and all impacts to or effects upon property other than the Property (as defined herein), known or unknown, which are alleged to be the result of Contamination, Previously Identified Contamination and/or migration of Contamination or Previously Identified Contamination from the Property.


7. “Alford Petition” shall mean the petitions, as amended and/or supplemented, or filed by the Releasing Parties in the Alford Lawsuit.

8. “Previously Identified Contamination” means (1) Contamination of the Property identified as of the effective date of this Agreement by, or reported to, any governmental agency, including but not limited to the Louisiana Office of Conservation of the Louisiana Department of Natural Resources (“LDNR”) and the Louisiana Department of Environmental Quality (“LDEQ”), and/or (2) Contamination of the Property identified by any Party or any consultant or expert before the effective date of this Agreement, including but not limited to any alleged Contamination of any soil, water, sediment, or groundwater, including any aquifer.

9. “Property” and “Releasing Parties’ Property” shall mean any and all property, property interest, or property right of any kind or character formerly owned, presently owned, or alleged to be owned by any of the Releasing Parties in or affecting all or any part of the property that is (1) described in any of the Leases in Exhibit 1, (2) described in the attached Exhibit 2, or (3) at issue in the Alford Lawsuit, including without limitation any real rights, personal rights, movable property rights, immovable property rights, mineral interests, servitudes, appurtenances, and right-of-ways.
10. “Perez Pit” shall mean that portion of the Property identified on the map attached as Exhibit 1-A.

11. “Release” shall mean to fully, finally, and forever release, waive, dismiss, discharge, surrender, forego, give up, abandon, and cancel any and all Claims, including, but not limited to, those Claims asserted or which could have been asserted by the Releasing Parties or any other plaintiff in the Alford Lawsuit. Except for the Reserved Claims, it is intended that the Releasing Parties shall have no Claims of any type against the Released Parties as a result of the Release of their Claims under this Agreement.

12. “Remedial Action” shall mean any proposed or actual evaluation, management, investigation, restoration, or remediation of the Property to address Contamination, Previously Identified Contamination, abandonment of oil and gas wells or facilities, or any other conditions on the Property which relate in any way to exploration, development or production activities for oil, gas, or other minerals.

13. “Reserved Claims” means and is specifically limited to (a) any rights, demands, actions, causes of action, rights of action, and legal rights of the Releasing Parties arising from any operations or activities of the Released Parties on the Property after the Effective Date that are unrelated to any Remedial Action by the Released Parties on the Property assumed under this Agreement, and (b) any claims concerning payment of royalties, provided that Released Parties shall maintain any applicable defenses to such royalty claims, including without limitation any prescription defenses.

14. “Settle” or “Settlement” shall mean to fully, finally, and forever compromise, transact, settle, discuss, reach an accord and satisfaction with, satisfy, and Release any and all Claims, including, but not limited to, those Claims asserted or which could have been asserted by
the Releasing Parties against the Released Parties in the Alford Lawsuit, and to dismiss the Alford Lawsuit, with prejudice, and with each Party to bear its own costs, including attorneys’ fees, and court costs paid through dismissal.

15. “Released Party Affiliates” shall include any and all present or former parent, subsidiary, affiliate, predecessor, successor, division, joint venturer, partner, related companies, and/or other associated, related or affiliated entity of any type of the Released Parties and their respective predecessors, successors, assigns, officers, directors, managers, members, stockholders, principals, employees, contractors, subcontractors, agents, representatives, attorneys, consultants, underwriters, trusts, trust beneficiaries, and trustees, including without limitation, Exxon Mobil Corporation, Humble Oil & Refining Company, Exxon Company U.S.A., Inc., Chevron U.S.A. Inc., Gulf Oil Corporation, Chevron Pipe Line Company, and Flash Gas & Oil Northeast, Inc.

II. SETTLEMENT

NOW, THEREFORE, for and in consideration of the Releases, Settlement, Settlement Amount, payments, dismissals, covenants, and agreements provided herein, Releasing Parties and Released Parties contract, covenant, undertake, and agree as follows:

1. Settlement Amount and Dismissal of the Settling Lawsuit

A. In consideration of this Agreement, the settlement and Release of all Claims against the Released Parties and Released Party Affiliates by Releasing Parties, and the dismissal of the Alford Lawsuit with prejudice and with each Party to bear its own expenses and costs, including court costs paid through dismissal, Exxon and the Chevron Entities agree to pay to Releasing Parties the total sum of [REDACTED] (the “Settlement Amount”) within thirty (30) days of the later
of the following events: (i) execution and delivery by Releasing Parties to Released Parties of this Agreement or (ii) the approval of the Settlement by the Court under the provisions of La. R.S. 30:29(J). The Settlement Amount shall be transmitted by deposit of a check or wire transfer to the following IOLTA for Releasing Parties’ counsel:

Carmouche and Associates, LLC

Carmouche and Associates, LLC’s tax identification number is [redacted]. The Settlement Amount shall be inclusive of any and all attorneys’ fees, costs and other expenses incurred by any of the Releasing Parties in the Alford Lawsuit.

No other payment of any type shall be due to any Releasing Party from the Released Parties. The intent is that the Settlement Amount covers any and all damages allegedly suffered by any Releasing Party and/or his/her/its successors and assigns in connection with any Claims.

B. Notice of the settlement in principle between the Parties reflected in this Agreement has been made to the Louisiana Department of Natural Resources and the Attorney General of the State of Louisiana in the form attached hereto as Exhibit 3. In the event that comments are received that object to the settlement, the Parties shall work together to resolve the objection in order that the motions to approve the settlement will be unopposed by the Louisiana Department of Natural Resources and the Attorney General when filed. Within 10 days after the expiration of the delay for comments to the proposed settlement or the resolution of any objections, whichever is later, Releasing Parties will, through their counsel, sign and deliver to the Released Parties a joint motion to approve in the Alford Lawsuit with a proposed judgment
effecting such approval in the form attached here to as Exhibit 4. The Parties shall seek approval of the Court which includes a waiver of the notice requirements and delays set forth in La. R.S. 30:29(J)(1), so that this Settlement may be perfected on as expedited a basis as possible. Counsel for the Releasing Parties shall be responsible for filing said joint motion after approval and signature by counsel for Released Parties. The Parties waive any right to appeal the judgment approving the settlement. Within 10 days of receipt of the Settlement Amount by Releasing Parties, Releasing Parties shall file a motion and judgment dismissing the Alford Lawsuit in the form attached here to as Exhibit 5.

C. This settlement is expressly made contingent upon obtaining all necessary court and governmental agency approvals and orders required by LSA-R.S. 30:29 and in no way shall be final and executory unless and until such approvals and orders are obtained in a final judgment. In the event that Exxon and the Chevron Entities shall make the settlement payment described in Paragraph II.1.A of this Agreement to Releasing Parties before a judgment approving the Settlement becomes a final, nonappealable judgment, Releasing Parties and their counsel agree that they will fully reimburse the Settlement Amount to the Exxon and the Chevron Entities in the event the judgment does not become final and nonappealable.

D. Each Party shall be responsible for all of its attorneys’ fees, expert fees, investigation fees, mediation expenses, court costs, any costs or expenses potentially recoverable under La. R.S. 30:29 and any other costs and expenses of any type which it incurred in connection with the Alford Lawsuit.

E. Releasing Parties shall execute and deliver to the Released Parties a “Notice of Settlement of Claims” on the form attached here to as Exhibit 6 within ten (10) business days after Releasing Parties receive the Settlement Amount under Paragraph II.1.A. of this Agreement
for the purpose of notifying all potential buyers, vendees, assignees, transferees, donees, mortgagees, and any other Person that may be relying on the public records with respect to the Property of the existence of the Alford Lawsuit and the Release and Settlement of the Claims against the Released Parties associated therewith. The Released Parties may record and file such notice in their sole discretion, but the Released Parties have no obligation to do so.

F. Released Parties shall not have any obligation or liability for the distribution or disposition of the Settlement Amount among the Releasing Parties, including tax issues related to the payments or payment of any costs, fees, attorneys’ fees related to the Alford Lawsuit, which shall be the sole and exclusive responsibility of Releasing Parties and their counsel. No dispute or disagreement over the distribution, disbursement or tax treatment of all or any part of the Settlement Amount shall ever serve as a basis to set aside or modify this Agreement.

G. This Agreement shall create no obligation on the part of Releasing Parties to fund any Remedial Action obligations out of the Settlement Amount or otherwise that are owed or may be owed by any other person, including without limitation, Released Parties pursuant to this Agreement, any settlement agreement, or any order of the court or the Louisiana Department of Natural Resources (“LDNR”) and the Louisiana Department of Environmental Quality (“LDEQ”) for operations, activities, or leasehold interests associated with the Property or adjacent properties, or the Potash Field.

H. Except as otherwise stated herein, the Settlement Amount and the other obligations set forth herein constitute the complete and total consideration for use of and/or Contamination of the Property, for settlement of this matter pursuant to this Agreement, including the Release of any and all Claims of the Releasing Parties against the Released Parties. The Parties acknowledge and agree that the payment of the Settlement Amount by Exxon and the
Chevron Entities and the assumption by the Released Parties of the obligations set forth in this Agreement represent the full extent of the fair and adequate consideration required for the Release of any and all Claims.

2. **Obligations of the Released Parties**

   A. Except as otherwise set forth herein, Released Parties agree to perform, or have performed by a third party, evaluation, management, investigation, restoration and/or remediation of any Contamination, Previously Identified Contamination, and environmental damage on the Property if and to the extent required to do so pursuant to agency request or compliance order. Any Remedial Action on the Property that is required by agency request or compliance order shall be in accordance with and comply with applicable regulatory standards, including Louisiana Statewide Order 29-B, Louisiana Risk Evaluation/Corrective Action Program (“RECAP”), or any other relevant applicable remedial standards promulgated by the Louisiana Office of Conservation (“OOC”) or the LDEQ. In the event that Released Parties or any third party obligated to perform Remedial Action on the Property seeks to apply regulatory standards other than those set forth in Statewide Order 29-B, Releasing Parties hereby consent to the use of applicable regulatory standards other than those set forth in Statewide Order 29-B, including but not limited to the Louisiana Risk Evaluation/Corrective Action Program (“RECAP”). In the event that Released Parties or any third party obligated to perform Remedial Action on the Property seeks to apply relevant applicable regulatory standards promulgated by the OOC or LDEQ other than those set forth in Statewide Order 29-B, Releasing Parties hereby consent to the use of such regulatory standards. If LDNR, the OOC, LDEQ, or other governmental agency with oversight authority over the Remedial Action at issue requires writing in addition to this Agreement to demonstrate the aforesaid consent of Releasing Parties to application of non-Statewide-Order-29-B standards, Releasing Parties agree to provide
such additional writing as is required. Subject to the provisions of Subparagraph M below, nothing in this paragraph shall be construed to require Releasing Parties to consent to institutional controls, conveyance notices, or other restrictions on the use of the Property.

B. Released Parties agree to perform a Remedial Action for the Perez Pit as identified in the December 15, 2016 expert report of Michael Pisani & Associates submitted in the Alford Lawsuit (the “MP&A Report”) and identified in Figure 23 of the MP&A Report, such Remedial Action to be performed to the regulatory standards set forth in Statewide Order 29-B. This agreement shall not be interpreted to impede or limit the jurisdiction or regulatory authority of any governmental agency.

C. The Releasing Parties and the Released Parties acknowledge that a governmental agency, including without limitation the LDNR and the LDEQ, may, under certain circumstances, attempt to order or otherwise attempt to require Released Parties to perform Remedial Action on the Property, regardless of whether such orders are authorized or such Remedial Action is needed. This Agreement shall not be interpreted to impede or limit the jurisdiction or regulatory authority of any such governmental agency. Released Parties reserve all rights with regard to any such governmental or regulatory claims, orders, actions, or requirements, including without limitation, the right to challenge, appeal, or otherwise oppose them. In the event that the condition of the Property is legally determined at any time in the future to possess characteristics that require, by the terms of applicable law(s) or regulation(s), one or more Released Parties to conduct any Remedial Action, then such Remedial Action shall be conducted by Released Parties only pursuant to an order from a governmental agency, in accordance with governmental policies, practices, protocols, and standards, and only to the extent strictly required by the applicable law(s) or regulation(s), and the standards established
thereunder. The Releasing Parties acknowledge that the right to request and/or require any such Remedial Action shall lie not with the Releasing Parties, but solely with governmental authorities, and that the need for Remedial Action, the nature and extent of any Remedial Action, and the standards by which the need for or sufficiency of such Remedial Action is decided, shall be determined not by the Releasing Parties, but by governmental regulators in accordance with properly promulgated laws, rules, and regulations, subject to all of Released Parties’ rights of challenge, appeal, or review. Such governmental regulators alone shall make such determinations, and the Releasing Parties shall not instigate or pursue in any way or instigate any other person or entity to pursue in any way administrative or regulatory proceedings as a means to seek or obtain additional Remedial Action of the Property or other redress of Claims, all of which are extinguished under this Agreement. It is expressly agreed that this section shall not grant the Releasing Parties any personal, judicial or administrative recourse with respect to the regulatory obligations of Released Parties and that instead, Releasing Parties expressly waive such personal, judicial or administrative recourse.

D. In the event that proceedings, formal or informal, occur before a court or governmental authorities as a result of this Agreement or for any other reason hereafter, the Releasing Parties agree to provide full and free access to the Property in connection therewith without additional compensation and Releasing Parties shall not object to any Remedial Action by Released Parties that Released Parties deem appropriate, desirable, and/or cost-effective in meeting applicable regulatory requirements. Releasing Parties shall not interfere with Released Parties’ negotiations to obtain necessary agency approval. Releasing Parties agree that none of them will independently contact or otherwise cause, directly or indirectly, any government
agency to seek to cause any Remedial Action of the Property by any Released Party except to the extent requested by Released Parties.

E. As of the Effective Date, Releasing Parties are not aware of any existing or proposed regulatory proceedings which might cause or lead to Remedial Action on any portion of the Property.

F. In the event that a court or governmental authority requires Released Parties to perform any work on the Property, then Released Parties are entitled to use and shall make reasonable efforts to access areas of interest utilizing existing roads on the Property.

G. Although the Parties acknowledge that no Party has identified any usable groundwater (as defined by La. R.S. 30:2015.1(J)(1)) on or under the Property, if a governmental agency requires Released Parties to perform any Remedial Action which addresses groundwater impacts on or beneath the surface of the Property, then the Releasing Parties agree to a temporary use restriction limiting use of groundwater if needed by Released Parties to perform any Remedial Action necessary to achieve regulatory compliance. However, the right to petition for and obtain a temporary use restriction shall only apply to Released Parties and shall not be assignable to third parties or utilized for the benefit of third parties under any circumstances. The Released Parties acknowledge that the Releasing Parties may not have the right to prevent operators and users of public water supply wells and some domestic water wells from exercising their rights to capture groundwater; and Released Parties shall have the obligation when required of Released Parties by applicable regulations or regulatory authorities to communicate with any users of groundwater on or adjacent to the Property in the event groundwater is contaminated at levels that exceed state or federal standards. The obligation of Releasing Parties to refrain from utilizing groundwater resources shall terminate upon completion of groundwater Remedial
Action (if any), as evidenced by a final regulatory determination from an agency with jurisdiction over groundwater that the levels of constituents of concern do not pose an unacceptable risk to public health or the environment, and, if such a determination occurs, the Parties agree that a document may be filed in the public records to cancel groundwater use restrictions consistent with the agency’s determination. In the event that state or federal standards subsequently change or a regulatory agency later determines that the use of groundwater is not protective of human health or the environment, then Releasing Parties agree to again refrain from utilizing groundwater resources until such time as regulatory authorities conclude that the use of groundwater will not pose an unacceptable risk to human health or the environment and that Released Parties may file temporary use restrictions consistent with the terms of this Paragraph and consistent with the applicable modified state and federal standards and/or the agency’s determination.

H. Releasing Parties grant to the Released Parties a non-exclusive license, privilege, right of way, right of use, permit and easement (the “Easement”) burdening the surface and subsurface of the Property for all purposes associated with conducting any Remedial Action on the Property. Releasing Parties agree to execute any recordable instruments requested by Released Parties as appropriate to evidence the granting of this Easement in the public record.

3. Release, Assignment and Indemnities

A.
I. 

J. 

II.
4. Denial of Liability

The Parties agree that the execution of this Agreement and nothing contained herein shall constitute an admission or acknowledgment of liability, fault, or wrongdoing of any nature or kind whatsoever by or on the part of the Released Parties, including the Alford Lawsuit. By entering into this Agreement, the Parties do not admit or agree to the correctness of any rulings in Alford Lawsuit or any legal or factual position that was or may be asserted in the Alford Lawsuit or any other pending or future action. Nothing herein shall constitute any admission or acknowledgment that any non-party to the Agreement has any right of contribution or indemnity against the Released Parties. Further, nothing herein shall constitute any admission or acknowledgment that the Claims asserted by Releasing Parties in the Alford Lawsuit seek to impose joint and several liability.

5. Representations and Warranties

A. Releasing Parties cannot warrant that no other person owns an interest in the Property.

B. Releasing Parties represent and warrant that they have not conveyed, transferred, mortgaged, pledged, subrogated, alienated, encumbered or assigned any interest in the Claims made, or that could have been made, in the Alford Lawsuit or any other Claims for any damage
to the Property and will not attempt to do so. Under the terms of this Agreement, the Parties acknowledge that these Claims are hereby fully and finally extinguished.

C. Releasing Parties represent and warrant that they are not aware of any other person or entity that has reserved any Claims against Released Parties pertaining to the Property or that would have any entitlement to damages for any of the Claims against Released Parties pertaining to the Property, or, who intends to make a claim for Remedial Action against a Released Party as a result of any Contamination, Previously Identified Contamination, or any other claims relating to oil and gas operations on the Property.

D. Releasing Parties represent and warrant that they own no other property that is the subject of the Alford Lawsuit for which the Released Parties are not receiving a full and complete Release.

E. The Releasing Parties agree to indemnify, defend, and hold harmless (with Releasing Parties’ choice of counsel) the Released Parties and Released Party Affiliates from any claims by any non-Parties, that such non-Parties are the rightful owners of any of the Claims settled herein. The indemnity, defense, and hold harmless obligations of the Releasing Parties under this Paragraph shall be limited in cost to an amount equal to the Settlement Amount. It is expressly understood and agreed herein that this obligation shall be joint and several and not solidary as among Releasing Parties; meaning that the scope of each Releasing Party’s obligation under this provision shall be limited to his/her/its and only his/her/its share of the Settlement Amount

F. Releasing Parties represent and warrant that they are the proper parties to receive the Settlement Amount contemplated by the Agreement.
6. Reservation of Rights By Released Parties

Except as otherwise set forth herein, the Released Parties expressly reserve any claims that they have, or may have, against any entities other than the Released Parties and Released Party Affiliates and the execution of this Agreement by the Released Parties shall not be construed to Release any claim by the Released Parties against any entities other than the Released Parties and Released Party Affiliates, including for contribution, indemnity or recovery of any cost or expense incurred by Released Parties in connection with the Alford Lawsuit or as a result of this Agreement. Further, the Released Parties and Released Party Affiliates hereby expressly reserve all of their rights, claims and causes of action, if any, against any insurer who may provide coverage for any Claims.

7. Notices

Any notice to be required by this Agreement shall specifically reference this Agreement and be sent by email, certified mail, and/or by fax immediately followed by certified mail notice mailed the same day (in which case the date of receipt of the fax and/or email will be considered to be the date of delivery) to:

If to Releasing Parties:

John. H. Carmouche
Talbot, Carmouche & Marcello
17405 Perkins Road
Baton Rouge, LA 70810
email: jcarmouche@tcmlawfirm.net

If to Exxon:

Jason Bergeron
Exxon Mobil Corporation
4045 Scenic Hwy., RMO 5020
Baton Rouge, LA 70805
(225) 977-4290
email: jason.p.bergeron@exxonmobil.com

If to Chevron:

L. Victor Gregoire
Kean Miller LLP
400 Convention Street
7th Floor, II City Plaza
Baton Rouge, LA 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

If to Flash:

David W. Rusch
228 St. Charles Ave.
Suite 1421
New Orleans, LA 70130
Telephone: (985) 626-8484
Email: drusch@bellsouth.net

8. **No Third-Party Rights.**

The Parties do not intend for this Agreement to create a stipulation *pour autrui* in favor of any non-Party to make any non-Party a third party beneficiary of this Agreement except as expressly stated herein.

9. **Confidentiality**

Except as provided in this Agreement, the Releasing Parties and Released Parties agree that the terms of this Agreement, including the Settlement Amount, will be kept confidential and will not be disclosed, except that the Parties may disclose terms of this Agreement to regulators when reasonably required by reporting statutes, fiduciary duties, or regulations and, after taking reasonable steps to require such persons to maintain the confidentiality of any terms disclosed to them, to persons who have entered into negotiations to purchase a Releasing Party’s interest in the Property, to any trust beneficiaries or trustees of any Releasing Party, and/or as necessary to
obtain audit, financial, legal or tax advice from third parties. If any Releasing Party or Released Party receives a subpoena, discovery request, or other request for information in a lawsuit or other proceeding which calls for disclosure of the terms of this Agreement, that Releasing Party or Released Party shall make all reasonable efforts to protect the confidentiality of this Agreement. If required to disclose the details of the Agreement by any court or other authority, such Releasing Party or Released Party will give immediate written notice to the other Parties to this Agreement and will cooperate with the other Parties in attempting to preserve the confidentiality of this Agreement. Disclosure after order by a court with jurisdiction shall not be a violation of this Agreement. As to all other persons or entities, including any friend, relative, or advisor, the Parties will say only that the case was settled and resolved without the admission of any liability by Released Parties. The Parties agree that this provision is a substantial and material covenant contained in this Agreement and that Released Parties maintain that the breach of this provision will cause substantial harm to them, the damages of which are difficult to measure. Therefore, the Parties agree that this confidentiality provision may be properly enforced through equitable relief as well as damages. Notwithstanding the other requirements of this paragraph, a Party can use the Agreement in a proceeding related to or arising from enforcement of any term hereof provided the Party has sought a protective order limiting its use or disclosure in that proceeding consistent with the terms of this paragraph. If necessary, the Released Parties may disclose terms of this Agreement when seeking contribution related to the settlement of the Alford Lawsuit.

10. **Authority**

As part of the consideration of this Agreement, each Party for itself only expressly represents and warrants to the other Parties that it is legally competent and authorized to execute
this Agreement. In particular and without limitation of the foregoing, Releasing Parties expressly warrant and represent that they are authorized to execute this Agreement on behalf of any and all persons and/or entities having an interest in Releasing Parties’ Property. Each Party for itself expressly represents and warrants to the other Parties that it has not sold, assigned, granted or transferred to any other person or entity any claim, counterclaim, demand, action or cause of action encompassed by this Agreement, and that he/she/it is the real party in interest. Additionally, each Party represents that it does not need the approval or consent of any other person or entity (other than approval pursuant to La. R.S. 30:29.J) to enter into and be bound by this Agreement.

11. **Non-Reliance**

Each Party for itself only expressly represents and warrants to the other Parties that it assumes the risks that the facts or law may be or become different than the facts or law presently believed by it, or any of them, and acknowledges that the Parties’ adversary relationship precludes any obligation of disclosure, except as specifically provided herein. In executing this Agreement, each Party for itself represents and warrants to the other Parties only that neither it nor its attorneys have relied upon any statement or representation, other than those expressly contained in this Agreement, pertaining to this matter made by the persons and entities who are hereby released, or by any person or persons representing or acting on behalf of the Parties. Each of the Parties acknowledges that it has separate counsel, that this Agreement has been explained by its counsel, that it understands this Agreement, and that it agrees to the terms contained in this Agreement. Further, each of the Releasing Parties acknowledges that it has had an opportunity to consult with counsel of its own choosing before entering into the Agreement and that he/she/it enters into the Agreement of his/her/its own free will. Further, Releasing
Parties expressly acknowledge that they have had access to experts of their own choosing, are in no way relying upon any statements or opinions of anyone employed, contracted for, or hired by Released Parties, and that conditions on the Property may, in fact, be different than that addressed herein or presently known to the Releasing Parties. The Parties acknowledge that their adversary relationship precludes any obligation of disclosure to each other, except as specifically provided herein.

12. **Entire Agreement & Amendment**

   It is understood and agreed that this Agreement contains the entire agreement and all understandings concerning the subject matter of this Agreement between the Releasing Parties and Released Parties, and supersedes any and all prior agreements, arrangements, or understandings of whatever nature as to that subject matter, if any. This Agreement shall not be altered, amended, modified or changed, except in writing signed by all the Parties hereto.

13. **Agreement Cannot Be Construed Against any Party as Drafter**

   This Agreement shall be construed as one prepared by the joint efforts of the Releasing Parties and the Released Parties and shall not be construed against any Party upon the grounds that it was drafted by such Party.

14. **Choice of Law**

   It is further agreed that the validity and interpretation of this Agreement and the rights and obligations of the Parties hereunder shall be determined under the laws of the state of Louisiana without regard to its choice of law provisions.
15. **Counterparts**

This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument.

State of _________________________

Parish/County of _________________________

On the _____ day of _____________, 2017, before me, the undersigned notary public, and the undersigned witnesses, personally came and appeared each of the following individuals, appearing either individually or on behalf of a business entity as noted, who each acknowledged that he/she executed this instrument after reading and understanding same and without coercion or duress.

WITNESSES:

_________________________________  ________________

Catherine P. Alford

Printed Name

_________________________________  ______________________

Printed Name

_________________________________  ______________________

Printed Name

____________________________   NOTARY PUBLIC

____________________________   Printed Name and Notary Number

Notarial Commission Expires: __________________
EXHIBIT 1

<table>
<thead>
<tr>
<th>Grantor</th>
<th>Grantee</th>
<th>Instrument</th>
<th>Dated</th>
<th>Book</th>
<th>Entry No.</th>
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The Parties agree that there are no leases or contracts between the Released Parties and any of the Releasing Parties which are currently in force and affecting the Property subject to the Alford Lawsuit and that all claims of Releasing Parties under these and other contracts between Released Parties and Releasing Parties affecting such property are fully and completely extinguished by operation of law and/or by Releasing Parties’ Release of the Released Parties under this Agreement.
EXHIBIT 1-A
(Map of Perez Pit)

Note: The Perez Pit as shown above is identified in Figure 23 in the December 15, 2016 Michael Pisani & Associates report issues in the Alford Lawsuit
PROPERTY DESCRIPTION: All of that property as depicted within the Blue outline on the aerial photograph shown above, and described as follows:

All the land lying and situated in the Parish of Plaquemines, Louisiana, situated in Sections 5 and 8, Township 18 South, Range 15 East, Plaquemines Parish, Louisiana.