

SETTLEMENT AGREEMENT

WHEREAS, the Parties are currently engaged in litigation in Federal District Court for the Eastern District of Louisiana, styled *Apalachicola Riverkeeper, et al. v. Taylor Energy Company LLC* (Civil Action No. 12-cv-337, Section E); and

WHEREAS, Apalachicola Riverkeeper, Louisiana Environmental Action Network and the Waterkeeper Alliance (“Plaintiffs” or “Waterkeepers”) and Taylor Energy Company LLC (“Taylor” or “Defendant”) (collectively, “the Parties”) desire to settle all claims; and

WHEREAS, the Parties wish to resolve the issues in this lawsuit cooperatively, without further litigation or admission of liability, and without adjudication or admission; and

WHEREAS, the Parties believe that a final resolution of the litigation based upon a comprehensive public disclosure of information related to the subject of this litigation is in the interests of all Parties and the general public; and

WHEREAS, the Parties, through their authorized representatives, have reached a settlement resolving the claims in this case;

THEREFORE, in exchange for the promises contained herein and other good and valuable consideration the Parties enter this Settlement Agreement and stipulate and agree as follows:

1. This Settlement Agreement is understood and intended by the Parties to be without any admission of liability or adjudication of any issue of fact or law, and nothing contained herein shall be considered an admission by any Party to this proceeding.

2. Within two business days following execution of the Settlement Agreement, the Parties will send a joint Petition for Government Intervention and Consent Decree providing for a Public Program Disclosing Relevant Information and Data and a Public Comment Period Regarding any Final Decision on Mississippi Canyon 20 (MC20) Oil Sheen in the Gulf of



Mexico (“Petition”), a copy of the Petition is attached as Exhibit 1. Following the submission of the Petition, both Parties agree to support the Petition in all respects.

3. Contemporaneously with the submission of the Petition, the Parties agree to file with the Court a notice of settlement which will include this Settlement Agreement as an attachment. The date of filing of this notice shall be the Effective Date of this Settlement Agreement.

4. If the United States, through the addressee agencies, their agents or the Justice Department, grants the Petition, the Parties will promptly notify the Court and make provision for intervention of the United States in the lawsuit and entry of a joint consent decree (the terms of which will mirror the requests contained in the Petition).

5. If the United States, through the addressee agencies, their agents or the Justice Department, grants the Petition with conditions, the Parties will promptly meet to discuss if the conditions are mutually agreeable. If the conditions are mutually agreeable, the Parties will proceed as provided in Paragraph 4 above. If the conditions are not mutually agreeable, the Parties will proceed as provided in Paragraph 6, below.

6. If the United States, through the addressee agencies, their agents or the Justice Department, denies the Petition, or fails to favorably respond to the Petition within 45 days of submission, the Parties agree that they will nonetheless fully settle the litigation without government intervention. In consideration of the promises contained herein, Taylor will hold a public forum consistent with the following parameters:

a. A one-day public meeting regarding the events and actions at Mississippi Canyon 20 shall be held at Louisiana State University, or other suitable and convenient public location in the State of Louisiana, at an agreed upon date not later than six months from the date

the United States denies the Petition or fails to respond. The purpose of the public meeting shall be: 1) to inform the public about the event, including its causes, the responses of Unified Command and Taylor to the event, and the various alternatives for a final remediation; and 2) to answer questions from the public related to the event. Taylor shall announce the public meeting in a manner reasonably calculated to reach interested members of the public, including through a press release at least two weeks before the public meeting. Unless the exclusion of a particular person(s) is necessary to maintain public order because of disruptive behavior, people shall not be excluded from the public meeting.

b. No less than 30 days prior to the public meeting, Taylor shall create and update as appropriate a website (“Website”) accessible to the public that contains the date and agenda for the public meeting, information about expected speakers, and provides access to downloadable copies of the presentations that are reasonably calculated to be helpful to the public’s understanding of the events and response at MC20.

c. Additional data will be provided by Taylor for purposes of detailed analysis and study by qualified experts and scholars in various scientific and technical fields. This information will initially be offered to the Interagency Coordinating Committee on Oil Pollution Research (“ICCOPR”) for deposit and retention. Should the ICCOPR be unable or unwilling to serve as the entity to house the information, Taylor will find a suitable scholarly or research location willing to do so.

d. Taylor will invite the Federal On-Scene Coordinator (“FOSC”) currently assigned to the MC20 response to attend the public meeting, and, if the FOSC so desires, to speak and/or answer questions. It is understood by all Parties to this Agreement that the FOSC

may elect to attend or not attend and to participate or not participate in the public meeting. Taylor's obligation is solely limited to extending the invitation.

e. Plaintiffs, as well as other members of the public, will retain the full opportunity to participate in any public comment period regarding the MC20 allowed by any agency of the federal government.

f. It is the goal of the Parties that the information provided by Taylor at the public meeting be reasonably comprehensive in order to inform the public about the MC20 event, the responsive actions taken, the current conditions, the known environmental impacts, and possible additional responsive actions. To facilitate an open process, as of the effective date of this Settlement Agreement, Taylor agrees that it will not refuse to discuss or provide information based upon a claim of confidentiality except as detailed in Paragraph 7.

7. Taylor withdraws its claim of confidentiality relating to information – whether now in existence or developed in the future – relevant to the events caused by hurricane Ivan at MC20, the MC20 sheen and related issues of oil-contaminated sediments, and Taylor's response including the entirety of activity conducted in relation to Unified Command activity. This withdrawal of the claim of confidentiality does not apply to Taylor's proprietary information provided that such proprietary information consists of engineering processes¹ and design details, drawings, and specifications that:

- 1) are not patented, subject to an active patent application, or under preparation for a patent application; and
- 2) are of significant commercial value to Taylor; and
- 3) are about:

¹ "Processes" are defined as operations involving a sequence of steps in which a series of decision points are reached and choices are made upon a defined set of criteria.

- (a) intervention well designs, execution, and completion; or
- (b) design, construction,² installation, operation, modification and maintenance of containment dome systems.

The extent of the above exception does not encompass the entirety of a document where only a portion of the document meets the exception.

Whenever Taylor receives notice from any federal agency that Taylor documents have been requested under a FOIA request by Louisiana Environmental Action Network, Apalachicola Riverkeeper, or Waterkeeper Alliance (including their members) regarding Mississippi Canyon Block 20, Taylor will review the documents and make a determination whether any document or portion of a document falls within the waiver of confidentiality exception defined in Paragraph 7 of the Settlement Agreement. If Taylor determines that some or all of a document requested falls within the exception, it will forward the document or documents, including any proposed redactions, to federal Magistrate Judge Karen Wells Roby or the Magistrate Judge for the Eastern District of Louisiana currently assigned to this case for a final, non-appealable determination as to whether the exception applies. Contemporaneously with the request for review to the Magistrate, Taylor will provide notice to Waterkeepers of the titles of the documents for which Taylor has requested review.

8. If the U.S. government intervenes in this litigation pursuant to Paragraph 4, above, final resolution of the litigation shall occur according to the terms of the consent decree contemplated by Paragraph 4. Otherwise, within three business days following the public forum presented by Taylor under Paragraph 6 of this Settlement Agreement, all Parties to the litigation agree to jointly file an Agreed Motion to Dismiss with Prejudice in Case No. 2:12-cv-00337,

² Because of the unique nature of any containment dome, the term “construction” encompasses operations and modifications as necessary to make the containment dome function more effectively.

currently pending in the United States District Court for the Eastern District of Louisiana (the "Court"). The Agreed Motion to Dismiss with Prejudice will ask the Court to maintain continuing jurisdiction of this matter for the purpose of implementing and enforcing this Settlement Agreement.

9. In order to provide public awareness, Taylor agrees to not contest the release by the federal government to any person of any material, including subsequently prepared material, for which Taylor has withdrawn its claim of confidentiality in Paragraph 7, excepting only information subject to the specific exception set forth in Paragraph 7, above.

10. Nothing in this Agreement is meant to supersede, alter, modify or conflict with Taylor's obligations and duties as a member of Unified Command.

11. Taylor shall donate \$300,000 directly to the Louisiana Universities Marine Consortium (LUMCON) to be utilized by LUMCON for the purchase of "hard assets" such as vessels, outboard motors, or electronics to better position Louisiana research entities to compete for BP funded Restore Act grants, as a Supplemental Environmental Project (SEP). After payment, Taylor's duties and obligations regarding the SEP are fulfilled. The payment shall be made within 30 days of the Effective Date of the Settlement Agreement and Taylor shall provide the Plaintiffs with written notification of completion of this action after making the payment. (If for an unanticipated reason LUMCON is unable to properly accept and utilize the funds, the Parties shall identify an alternative SEP to be funded at the same level).

Taylor shall fund an additional SEP in the amount of \$100,000 to be agreed upon by the Parties within 14 days of the Effective Date of the Settlement Agreement. Agreement on a SEP shall not be unreasonably withheld. The payment shall be made within 30 days of the Parties'

agreement and Taylor shall provide the Plaintiffs with written notification of completion of this action after making the payment.

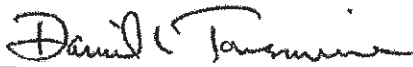
12. All Parties agree to bear their own costs and attorneys' fees of whatever nature.

13. The terms of this Settlement Agreement constitute the entire Settlement Agreement of the Parties, and no statement, agreement, or understanding, whether oral or written, which is not contained herein, shall be recognized or enforced, unless all Parties agree in writing to amend this Settlement Agreement.

14. The undersigned representatives of the Parties certify that they are authorized by the Parties they represent to execute this Settlement Agreement.

AGREED to by:

APALACHICOLA RIVERKEEPER

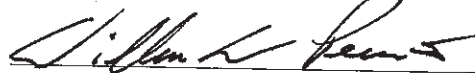


By: Dan Tonsmeire

Its: Riverkeeper

On: September 2, 2015

TAYLOR ENERGY COMPANY LLC

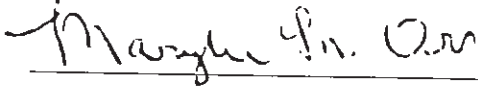


By: William W. Pecue, II

Its: President

On: September 3, 2015

LOUISIANA ENVIRONMENTAL ACTION NETWORK



By: Marylee Orr

Its: Executive Director

On: September 2, 2015

WATERKEEPER ALLIANCE



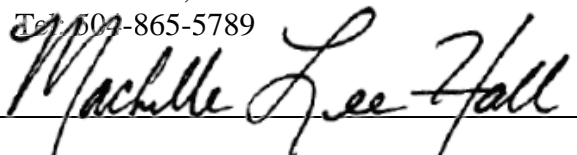
By: Marc Yaggi

Its: Executive Director

On: September 3, 2015

Approved as to form:

TULANE ENVIRONMENTAL LAW CLINIC
6329 Freret Street, Suite 130
New Orleans, LA 70053
Tel: 504-865-5789



By: Machel Hall, Attorney



By: Katherine Van Marter, Student
Attorney

On: September 2, 2015

BEATTY & WOZNIAK
216 16th St., Ste. 1100,
Denver, CO 80202
Tel: 303-407-4499



By: Michael L. Beatty,

Attorney On: September 2, 2015

Sent via email and federal express

EXHIBIT

1

September 2, 2015

Secretary Sally Jewell
U.S. Department of the Interior
1849 C Street, N.W.
Washington DC 20240

Admiral Paul F. Zukunft
Commandant of the Coast Guard
U.S. Coast Guard
2703 Martin Luther King Jr Ave SE
Washington DC 20593-7000

Secretary Jeh Johnson
U.S. Department of Homeland Security
245 Murray Lane SW
Washington DC 20528

Re: Request for Government Intervention and Consent Decree providing for a Public Program Disclosing Relevant Information and Data and a Public Comment Period Regarding any Final Decision on Mississippi Canyon 20 (MC-20) Oil Sheen in the Gulf of Mexico

Dear Secretary Jewell, Secretary Johnson and Admiral Zukunft:

This Request is submitted on behalf of the Apalachicola Riverkeeper, Louisiana Environmental Action Network, and Waterkeeper Alliance (collectively, “the Waterkeepers”), and their members,¹ as well as Taylor Energy Company (“TEC” or “Responsible Party”), collectively referred to as “Petitioners” or “Parties.” This request is part of a Settlement Agreement to resolve the litigation referenced in footnote 1, below.

This Petition supersedes and replaces in all respects the Petition that the Waterkeepers submitted on April 23, 2015.

Overview

The Petitioners request public disclosure of the events at MC-20, including certain aspects of the federal response to the continuing sheen of oil in the Gulf of Mexico following destruction of TEC’s platform at MC-20. Without endorsing every fact set forth in the three documents listed below, the Petitioners note that these documents provide a general background to the problem:

- U.S. Coast Guard Administrative Order Number 006-08 (Sept. 23, 2008);
- U.S. Coast Guard Administrative Order Number 12-001 (June 25, 2012);
- U.S. Coast Guard Taylor Energy U.S. Coast Guard Fact Sheet (May 13, 2015).

¹ The Waterkeepers are nonprofit corporations that seek to protect environmental resources on behalf of their members. They are also plaintiffs in an environmental “citizen enforcement” case about the oil sheen at MC-20, *Apalachicola Riverkeeper, et al., v. Taylor Energy Co LLC*, No. 2:12-cv-00337 (E.D. La.) (“Litigation”).

EXHIBIT

2

TEC's efforts, as part of Unified Command, have resulted in removal of the platform deck and of subsea debris, decommissioning of the oil pipeline, and intervention of nine impacted wells. The MC-20 site, however, continues to be the source of daily sheen reports.

While the Petitioners disagree regarding the source, the volume and the extent of the sheen, all Parties agree that a public meeting discussing these issues, including periodic updates, and the opportunity of the public to participate in any comment period prior to final resolution would be beneficial to the ultimate resolution of this incident. At least some of the Petitioners believe that valuable ideas may result from dissemination of information about the sheen to members of the public and to the scientific community.

Analysis

Congress provided for the public's involvement in government decisions about water pollution, mandating that "[p]ublic participation in the development, revision, and enforcement of any regulation, standard, effluent limitation, plan, or program established by the Administrator [of EPA] or any State . . . shall be provided for, encouraged, and assisted by the Administrator and the States."² The National Contingency Plan provides, "When an incident occurs, it is imperative to give the public prompt, accurate information on the nature of the incident and the actions underway to mitigate the damage. OSCs/RPMs and community relations personnel should ensure that all appropriate public and private interests are kept informed and that their concerns are considered throughout a response." 42 C.F.R. § 300.155(a).

Unified Command has already conducted a consensus ecological risk assessment ("CERA") which included federal and state stakeholders and has also convened and conducted a workshop for the purpose of achieving a Final Risk Assessment and Cost Estimate ("FRACE"). No meeting, however, has been held with open public participation following public notice. Petitioners now request that an open and public forum be held to help resolve concerns behind the Litigation and to inform the public of what has occurred.

Conclusion and Request

For all of the foregoing reasons, the Petitioners respectfully request that the United States intervene in the Litigation and that the Litigation be resolved by a consent decree providing for:

1. A public program, following notice, conducted by TEC as soon as reasonably practicable for the purpose of disclosing information for public consideration;
2. The prompt public disclosure, including the publication on a Web site, of all data and information that 1) would tend to inform the public about the nature of the incident and

² Clean Water Act § 101(e), 33 U.S.C. § 1251(e).

about actions considered, taken, and underway to respond to the incident, and 2) that may be relevant to any final decision on the response;

3. Periodic updates to assure the public is informed of new developments or events;
4. Public notice and establishment of a public comment period before concluding any final response to the MC-20 incident;
5. An open and full response to press inquiries and the incident and response, and
6. Continuing jurisdiction of the District Court to resolve any issues related to the public program, periodic updates or public comment.

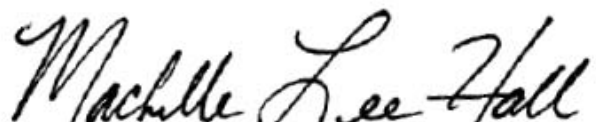
Petitioners respectfully request a formal and complete response to this petition as soon as possible which in any event should be within the next 45 days.

Respectfully submitted,



Michael L. Beatty
Phone: (303) 407-4499
Beatty & Wozniak, P.C.
Counsel for Taylor Energy Company LLC

Respectfully submitted,



Adam Babich, phone: 504-862-8800
Michelle Hall, phone: 504-862-6814
Tulane Environmental Law Clinic
*Counsel for the Apalachicola Riverkeeper,
Louisiana Environmental Action Network,
and Waterkeeper Alliance*

EXHIBIT A

Addendum to Settlement Agreement

Whereas: The parties entered into a Settlement Agreement (ECF No. 338-1) in *Apalachicola Riverkeeper et al. v. Taylor Energy Company, L.L.C.*, No. 12-337 (E.D. La.) on September 3, 2015, and have now agreed to this Addendum to that Settlement Agreement:

Definitions

A. In this Addendum, the phrase “withdrawal of confidentiality” shall refer to Taylor Energy’s withdrawal of its claim of confidentiality as to “information related to the Mississippi Canyon 20 sheen” (as defined below) subject only to “the ¶ 7 exception” (as defined below).

B. In this Addendum, the phrase “information related to the Mississippi Canyon 20 sheen” shall mean information – whether now in existence or developed in the future – that is relevant to the events caused by hurricane Ivan at MC20, the MC20 sheen and related issues of oil-contaminated sediments, and Taylor Energy’s response including the entirety of activity conducted in relation to Unified Command activity.

C. In this Addendum, the phrase “the ¶ 7 exception” refers only to the first paragraph of ¶ 7 of the Settlement Agreement (ECF No. 338-1) and does not include the second paragraph of ¶ 7 of the Settlement Agreement, which sets forth procedural provisions for avoiding and resolving disputes as to Taylor Energy’s “withdrawal of confidentiality” (defined above).

D. In this Addendum, the term “promptly” means as soon as practical but in any event within five days.

The Withdrawal of Confidentiality

1. Taylor Energy acknowledges and agrees that it has withdrawn its claim of confidentiality with respect to all information related to the Mississippi Canyon 20 sheen subject

only to the ¶ 7 exception, regardless of whether that information is covered by a Freedom of Information Act (FOIA) exemption.

2. Taylor Energy acknowledges and agrees that its withdrawal of confidentiality is self-executing and does not depend on any implementing judicial orders. Neither the Settlement Agreement nor this Addendum impose obligations on federal agencies with respect to responses to FOIA requests.

3. Taylor Energy acknowledges and agrees that its withdrawal of confidentiality applies without regard to who requests or requested information related to the Mississippi Canyon 20 sheen. Notwithstanding the foregoing, nothing in this Settlement Agreement or this Addendum is intended to create any cause or right of action against Taylor Energy by any person or entity that is not a party to the Settlement Agreement.

4. Taylor Energy acknowledges and agrees that its withdrawal of confidentiality applies without regard to when a person requests or requested information related to the Mississippi Canyon 20 sheen. Thus, by way of example and not limitation, the withdrawal applies to FOIA requests that predate the September 3, 2015 Settlement Agreement.

5. Taylor Energy acknowledges and agrees that it may not object on confidentiality grounds, whether orally or in writing, to the release of material to any person by the federal government of any information related to the Mississippi Canyon 20 sheen that does not meet each and every requirement set forth in ¶ 7(1, 2 & 3) of the Settlement Agreement.

The Procedure

6. Whenever Taylor Energy receives notice from any government agency that any person has made a FOIA request for information related to the Mississippi Canyon 20 sheen,

Taylor Energy shall not make any objections, whether oral or written, on confidentiality grounds except as to portions of documents that fall within the ¶ 7 exception.

7. Whenever the notice referred to in ¶ 6, above, relates to a FOIA request(s) that one or more Waterkeepers (including their members) have made, Taylor Energy shall—on an ongoing basis—promptly provide the Waterkeepers (for example, via cc) with a copy of all correspondence to and from the agency related to the information request (but not including any materials provided to Taylor Energy for review by the agency or any information that otherwise falls within the ¶ 7 exception). Similarly, the Waterkeepers shall—on an ongoing basis—promptly provide Taylor Energy with copies (for example, via cc) of all correspondence to and from the agency related to information requests that they submit to government agencies seeking information related to the Mississippi Canyon 20 sheen.

8. Whenever the notice referred to in ¶ 6, above, relates to a FOIA request(s) that one or more Waterkeepers (including their members) have made, Taylor Energy shall, within ten (10) business days, notify in writing the government agency of the Settlement Agreement and this Addendum. Taylor Energy may request in writing that the government agency provide additional time to accommodate the review and submittal procedures set forth in the second paragraph of ¶ 7 to the Settlement Agreement and ¶ 9 of this Addendum.

9. Whenever the notice referred to in ¶ 6, above, relates to a FOIA request(s) that one or more Waterkeepers (including their members) have made and Taylor Energy determines that part or all of a document requested falls within the ¶ 7 exception, Taylor Energy shall forward the document or documents, including any proposed redactions, to federal Magistrate Judge Karen Wells Roby or the Magistrate Judge for the Eastern District of Louisiana currently assigned to this case (“Magistrate Judge”) for a final, non-appealable determination as to whether

the exception applies. This submittal to the Magistrate Judge shall be made within a reasonable time period from the date that the agency provides Taylor Energy with sufficient information to identify the documents potentially subject to release. For purposes of this paragraph, “reasonable time period” shall not exceed:

- (i) 20 days, when the documents in question are less than 100 pages in the aggregate;
- (ii) 30 days, when the documents in question are between 100 and 500 pages in the aggregate; or
- (iii) 45 days, when the documents in question exceed 500 pages in the aggregate.

If Taylor Energy needs more time to accomplish this task than that provided above, Taylor Energy shall first contact the Waterkeepers. If the parties do not agree on a timeframe, Taylor Energy may seek additional time from the Magistrate Judge.

10. Any communications to the Magistrate Judge, which are not alleged to be subject to the ¶ 7 exception, shall be promptly provided to the other party.

11. Contemporaneous with the request for review to the Magistrate Judge, Taylor Energy will provide: (i) notice to Waterkeepers of the titles of the documents for which Taylor Energy has requested review; and (ii) a copy of any cover letter submitted to the Magistrate Judge. For the avoidance of doubt, this obligation does not include material that Taylor Energy alleges contains information subject to the ¶ 7 exception.

12. The next business day following Taylor Energy’s request for review to the Magistrate Judge, Taylor Energy shall notify the applicable agency that documents have been submitted to the Magistrate Judge and shall advise the agency that it does not object to the release of documents that were not submitted to the Magistrate Judge.

13. Within ten (10) business days after the Magistrate Judge rules regarding the documents, including approval, modification or rejection of any redactions, Taylor Energy shall notify the applicable agency about the ruling and specify the documents or portions of documents, if any, that the Magistrate Judge has ruled are covered by the ¶ 7 exception and indicate that it shall not contest the release of any of the other documents at issue in the request. Taylor Energy shall, from that point forward, not object, whether orally or in writing, to the release of any document or portion of a document that the Magistrate Judge has determined is not protected under the ¶ 7 exception. Taylor Energy expressly reserves all rights to challenge the release of any materials that the Magistrate Judge has determined are subject to the ¶ 7 exception, including through legal action.

14. Whenever the notice referred to in ¶ 6, above, relates to an information request(s) by someone other than the Waterkeepers (or their members), Taylor Energy may object to the release of documents or portions of documents that fall within the ¶ 7 exception without first submitting those documents to the Magistrate Judge.

15. All notices and copies to be provided under the Settlement Agreement and Addendum shall be provided to the following:

For Waterkeepers:

Machelle Hall (mhall9@tulane.edu)
Adam Babich (ababich@tulane.edu)
Tulane Environmental Law Clinic
6329 Freret Street
New Orleans, LA 70115
Telephone: 504-862-8814

For Taylor Energy:

Taylor P. Mouledoux
(tmouledoux@loopergoodwine.com)
Looper Goodwine
650 Poydras Street, Suite 2400
New Orleans, LA 70130
Telephone: 504.503.1503

Waterkeepers and/or Taylor Energy may substitute other recipients of notice for the above-listed people by written notice to one another.

AGREED to this 8th day of February, 2017,

APALACHICOLA RIVERKEEPER

TAYLOR ENERGY COMPANY LLC

William W. Pecue, II

By: Dan Tonsmeire

By: William W. Pecue, II

Its: Riverkeeper

Its: President

LOUISIANA ENVIRONMENTAL ACTION NETWORK

WATERKEEPER ALLIANCE

By: Marylee Orr

By: Marc Yaggi

Its: Executive Director

Its: Executive Director

Approved as to form:

Tulane Environmental Law Clinic

Looper Goodwine P.C.

Date: _____
Machelle Lee Hall, La. Bar No. 31498
Adam Babich, La Bar No. 27177
Tulane Environmental Law Clinic
Counsel for Apalachicola Riverkeeper,
Louisiana Environmental Action Network and
the Waterkeeper Alliance

Joy P. Moulou Date: 2/8/17
Taylor P. Moulou (La. Bar No. 31889)
650 Poydras Street, Suite 2400
New Orleans, Louisiana 70130
Telephone: (504) 503-1500
Facsimile: (504) 503-1501
Attorneys for Taylor Energy Company LLC

AGREED to this _____ day of _____, 2017,

APALACHICOLA RIVERKEEPER

TAYLOR ENERGY COMPANY LLC

By: Dan Tonsmeire

By: William W. Pecue, II

Its: Riverkeeper

Its: President

LOUISIANA ENVIRONMENTAL ACTION NETWORK

WATERKEEPER ALLIANCE

By: Marylee Orr

By: Marc Yaggi  2/8/2017

Its: Executive Director

Its: Executive Director

Approved as to form:

Tulane Environmental Law Clinic

Looper Goodwine P.C.

Date: _____
Machelle Lee Hall, La. Bar No. 31498
Adam Babich, La Bar No. 27177
Tulane Environmental Law Clinic
Counsel for Apalachicola Riverkeeper,
Louisiana Environmental Action Network and
the Waterkeeper Alliance

Date: _____
Taylor P. Mouledoux (La. Bar No. 31889)
650 Poydras Street, Suite 2400
New Orleans, Louisiana 70130
Telephone: (504) 503-1500
Facsimile: (504) 503-1501
Attorneys for Taylor Energy Company LLC

AGREED to this ____ day of _____, 2017,

APALACHICOLA RIVERKEEPER

David Tonsmeire (2-9-2017)

By: Dan Tonsmeire

Its: Riverkeeper

TAYLOR ENERGY COMPANY LLC

By: William W. Pecue, II

Its: President

LOUISIANA ENVIRONMENTAL ACTION NETWORK

Marylee Orr (2-9-2017)

By: Marylee Orr

Its: Executive Director

WATERKEEPER ALLIANCE

By: Marc Yaggi

Its: Executive Director

Approved as to form:

Tulane Environmental Law Clinic

Adam Babich Date: 2-9-2017

Machelle Lee Hall, La. Bar No. 31498
Adam Babich, La Bar No. 27177
Tulane Environmental Law Clinic
*Counsel for Apalachicola Riverkeeper,
Louisiana Environmental Action Network and
the Waterkeeper Alliance*

Looper Goodwine P.C.

Date: _____
Taylor P. Mouledoux (La. Bar No. 31889)
650 Poydras Street, Suite 2400
New Orleans, Louisiana 70130
Telephone: (504) 503-1500
Facsimile: (504) 503-1501
Attorneys for Taylor Energy Company LLC