COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
FAX (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DIST. 1. FRANK BURT, JR.
2. ROBERT E. (BOB) JAMES
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

December 4, 2012

Mr. Frank W. White
Executive Director
ATTENTION: Mr. John R. Powell, Jr.
Contracts and Grants
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900

RE: Settlement Proceeds Resulting from Baldwin County's Claim Against BP Exploration & Production, Inc., et al. – Authorization for Chairman to Execute Covenant Not to Sue and Payment Related to Said Entity

Dear Mr. Powell:

The Baldwin County Commission, during its regularly scheduled meeting held on December 4, 2012, took the following actions:

1) Authorized me, as Chairman, to execute an instrument entitled *Full and Final Release, Settlement, and Covenant Not to Sue* applicable to the Alabama Historical Commission; and

2) Related to the aforesaid, authorized the Clerk/Treasurer to issue an interim check in the amount of $20,119.56 to the Alabama Historical Commission which total amount serves as the Alabama Historical Commission's distribution of the settlement proceeds resulting from Baldwin County's Claim against BP Exploration & Production, Inc., et al.

Enclosed is a **fully executed copy** of the *Full and Final Release, Settlement, and Covenant Not to Sue*, for your files. Also enclosed is a check in the amount of $20,119.56.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or David Brewer, County Administrator, at (251) 580-2550.

Sincerely,

TUCKER DORSEY, Chairman
Baldwin County Commission

TD/met EA4

cc: David Brewer
Kim Creech
Eva Cutsinger
Dan Blackburn, County Attorney
David Conner, County Attorney

ENCLOSURE(S)

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

FULL AND FINAL RELEASE, SETTLEMENT, AND COVENANT NOT TO SUE

1. Definitions: For purposes of this Agreement, the following definitions shall apply, and in the case of defined nouns the singular shall include the plural and vice versa:

a. "Agreement" means this Full and Final Release, Settlement, and Covenant Not to Sue.

b. "Claimant" shall mean the Alabama Historical Commission and the Claimant's Affiliates.

c. "Claimant's Affiliates" shall mean Claimant's subdivisions, agencies, associations, authorities, boards, bureaus, councils, departments, educational institutions or systems, components, public benefit corporations, public-private partnerships, or other instrumentalities of any kind, administrators, elected or unelected officials or officers, delegates, assigns, insurers, attorneys, or other agents of any kind.

d. The verb "releases," "released," and its cognate forms shall mean all forms of acts or deeds to release, acquit, forever discharge, and covenant not to sue on any sort of claim.

e. "Released Parties" includes all entities listed in Paragraph 5 below.

f. "Losses" means all forms of losses, damages, costs, expenses, taxes, requests, royalties, rents, fees, profit shares, earning capacity, property damage, punitive damages, exemplary damages, economic damages, injuries, liens, remedies, debts, claims, causes of action, or liabilities.

g. "Natural Resource Damages" means damages for injury to, destruction of, loss of, or loss of use of natural resources, including the reasonable costs of assessing the damage.

h. "Incident" means the blowout of the Macondo well, all discharges of hydrocarbons or other substances from the Deepwater Horizon mobile offshore drilling unit owned by Transocean and/or the Macondo Well occurring on or after April 20, 2010, the explosion and fire on the Deepwater Horizon, the sinking of the Deepwater Horizon, containment efforts related to the Macondo Well, construction of the relief wells, and clean-up and remediation efforts, including the Vessels of Opportunity program, and all other responsive actions in connection with the foregoing events.

i. "Claims" means the losses asserted by means of claims, demands, actions, and/or damages that Claimant may have as defined in Paragraph 2 below arising out of the Incident.

j. "Released Claims" means all Claims that have been released in this Agreement.

2. In consideration of payment in the amount of Twenty Thousand One Hundred Nineteen Dollars and Fifty-Six Cents ($20,119.56) Claimant hereby releases BALDWIN COUNTY, ALABAMA, acting by and through the Baldwin County Commission ("the County"), BP Exploration & Production Inc. ("BP") as well as all Released Parties from and for any and all liabilities, claims, demands, actions, damages, or other claimed forms of relief that Claimant may have or purport to have - whether asserted directly or indirectly through Claimant's Affiliates or otherwise - for the recovery of any and all losses that Claimant has or may have, whether known or unknown, whether present or future, whether direct or indirect, and whether legal or equitable, arising from or relating in any way to the Incident (collectively defined as "Claims"), specifically excluding only claims or causes of actions for federal government imposed civil fines or penalties (or shares of such civil fines or penalties that might become available to Claimant through federal legislation which has already been enacted or which may be enacted after the date of this Agreement) and for Natural Resource Damages that Claimant may or may not have.

3. Nothing in this Agreement shall be construed as releasing BP or any of the Released Parties from any obligation they may have with respect to any ongoing or future response operations that may be conducted by BP or its agents or contractors at the direction of the Federal On-Scene Coordinator ("FOSC"). Nevertheless, the Released Claims in this Agreement are intended to include, without limitation, all claims for response and removal cost reimbursement that Claimant currently may have or hereafter acquire pursuant to the Oil Pollution Act of 1990 ("OPA"), including but not limited to claims asserted pursuant to 33 U.S.C. § 2702(b)(1), in addition to the other Released Claims described herein and particularly in Paragraph 2 above.

4. This Agreement applies to all Claims regardless of the legal or equitable theory or nature under which they are based or advanced including (but not limited to) legal and/or equitable theories under any federal, state, local, and international law, and including (without limitation) statutory law, codal law, regulation, common law, or equity, and whether based in maritime law, strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, and all other legal and equitable theories, whether existing now or arising in the future, arising out of or in any way relating to the Incident. By executing this Agreement, Claimant warrants and understands that it is forever giving up and discharging, without any right of legal recourse whatsoever, any and all rights it has or may have to the Released Claims against the Released Parties.

5. "Released Parties" includes the County and anyone who is or could be responsible or liable in any way for the Incident or any damages related thereto, including (but not limited to) those liable for the Released Claims, whether a person, company or governmental entity, including (but not limited to) BP, the parties listed on Attachment "A" hereto, the federal Oil Spill Liability Trust Fund and any state or local fund, and each of their respective affiliates, including (but not limited to) their officers, directors, shareholders, employees, and agents.

6. Claimant represents and warrants that (i) its undersigned representative has authority to execute this Agreement on behalf of Claimant and Claimant's Affiliates; (ii) it has not received any payment from any insurer or other party (other than BP) in connection with the Incident; and (iii) it has not sold or otherwise transferred or assigned any of the Claims, or any

interests in such Claims. Claimant further specifically represents and warrants that the County, as the legislatively authorized taxing authority, is the proper party to assert all Claims for lost tax revenues from taxes levied by Claimant and agrees to defend, indemnify, and hold the Released Parties harmless from any Claim or cause of action brought by any other entity for lost tax revenues from taxes levied by Claimant regardless of whether such Claim is predicated on negligence, gross negligence, willful misconduct, strict liability, intentional torts, liability based on contractual indemnity, or any and all other theories of liability. CLAIMANT ACKNOWLEDGES THAT THIS PARAGRAPH 6 COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS PARAGRAPH 6 IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.

7. Claimant will dismiss, with prejudice, within five (5) days from the receipt of the settlement proceeds referenced in Paragraph 2 hereof, any litigation concerning any pending Claims filed by or on behalf of Claimant or Claimant's Affiliates against BP or any other of the Released Parties provided such Claims are now defined as Released Claims. Claimant also will withdraw from any existing and will not join any new class actions or similar procedural devices concerning the Released Claims.

8. This Agreement is not intended to prevent any of the Released Parties from exercising their respective rights of contribution, subrogation, or indemnity under the Oil Pollution Act of 1990 ("OPA") or any other law. As this Agreement is fully and completely resolving Claimant's Released Claims under OPA other than claims for Natural Resource Damages and federal government imposed civil fines and penalties, BP is hereby subrogated to any and all rights that Claimant has arising from the Incident for those Released Claims, other than claims for Natural Resource Damages and claims for federal government imposed civil fines and penalties.

9. The payment to Claimant is made without any admission of liability or wrongdoing by BP or any other Released Party and is made purely by way of compromise and settlement.

10. The provisions of this Agreement and all questions with respect to the construction and enforcement thereof and the rights and liabilities hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

11. This Agreement constitutes the final, complete, and exclusive agreement and understanding between the County, BP and Claimant and supersedes any and all other agreements, written or oral, between the County, BP and Claimant with respect to such subject matter of this Agreement.

12. This Agreement shall remain effective regardless of any appeals or court decisions relating in any way to the liability of the Released Parties.

CLAIMANT:

ALABAMA HISTORICAL COMMISSION

11/15/12
Date

By: _____
FRANK W. WHITE
Its Executive Director

BALDWIN COUNTY, ALABAMA
Acting by and through the
Baldwin County Commission

12.4.12
Date

By: _____
~~ROBERT E. JAMES~~ J. TUCKER DORSEY
Its Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, John Rolfe Powell, Jr., a Notary Public, in and for said ~~County in said~~ State, hereby certify that FRANK W. WHITE, whose name as Executive Director of the ALABAMA HISTORICAL COMMISSION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the ALABAMA HISTORICAL COMMISSION.

Given under my hand and seal this 15th day of ~~October~~ November, 2012.

_____
Notary Public, ~~Baldwin County~~, Alabama
My Commission Expires: 3-22-16
STATE AT LARGE

STATE OF ALABAMA

COUNTY OF BALDWIN

S. TUCKER DURSEY

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify ~~ROBERT E. JAMES~~, whose name as Chairman of the Baldwin County Commission, as the governing body of BALDWIN COUNTY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said governmental body.

Given under my hand and seal this 4th day of ~~October~~ December, 2012.

Monica E. Taylor

Notary Public, Baldwin County, Alabama

My Commission Expires:_____

My Commission Expires 09/05/2016

Attachment "A"

Abdon Callais Offshore, Inc.
Admiral Robert J Papp Jr.
Admiral Thad Allen
Admiral Towing, LLC
Aerotek, Inc.
Airborne Support, Inc.
Airborne Support International, Inc.
Alford Safety Services Inc.
Alford Services Inc.
Ameri-Force, Inc.
Ameri-Force Craft Services, Inc.
American Pollution Control Corporation
Anadarko Petroleum Company
Anadarko Petroleum Corporation
Anadarko E&P Company LP
Apex Environmental Services, LLC
Art Catering, Inc.
Ashland Services, LLC
B&B Environmental Services, Inc.
Belle Chasse Marine Transportation, Inc.
BJ Services Company, USA
Blue Marlin Services of Acadiana, LLC
Bobby Lynn's Marina, Inc.
BP America Inc.
BP America Production Company
BP Company North America Inc.
BP Corporation North America Inc.
BP Energy Company
BP Exploration (Alaska) Inc.
BP Global Special Products (Americas) Inc.
BP Holdings North America Limited
BP Exploration & Production Inc.
BP p.l.c.
BP Products North America Inc.
BP International Ltd.
BP Corporation North America Inc. Savings Plan Investment Oversight Committee
Brett Cocales
Brian Morel
Cabildo Services, LLC
Cabildo Staffing, LLC
Cahaba Disaster Recovery LLC
Cal Dive International, Inc.
Cameron Corporation

Cameron International Corporation
Cameron International Corporation f/k/a Cooper Cameron Corporation
Cameron International Corporation d/b/a/ Cameron Systems Corporation
Center for Toxicology and Environmental Health L.L.C.
Chill Boats L.L.C.
Chouest Shorebase Services, LLC
Clean Harbors, Inc.
Clean Tank LLC
Clean Tank Inc.
Core Industries, Inc.
Core 4 Kebawk, LLC
Crossmar, Inc.
Crowder/Gulf Joint Venture
Crowder Gulf Disaster Recovery
Danos and Curole Marine Contractors, LLC
Danos & Curole Staffing, L.L.C.
David Sims
Deepwater Horizon Oil Spill Trust
Diamond Offshore Company
DOF Subsea USA, Inc.
Don J. Vidrine
DRC Emergency Services, LLC
DRC Marine, LLC
DRC Recovery Services, LLC
Dril-Quip, Inc.
Dynamic Aviation Group, Inc.
Eastern Research Group, Inc.
Environmental Standards, Inc.
Environmental Safety & Health Consulting Services
Environmental Safety & Health Environmental Services
ES&H, Inc.
ESIS, Inc.
Exponent, Inc.
Faucheaux Brothers Airboat Services, Inc.
Global Diving & Salvage, Inc.
Global Employment Services, Inc.
Global Fabrication, LLC
Global Marine International, Inc.
Graham Gulf Inc.
Grand Isle Shipyard Inc.
Gregg Walz
Guilbeau Marine, Inc.
Guilbeau Boat Rentals, LLC
Gulfmark Offshore, Inc.
Gulf Offshore Logistics, LLC

Gulf Offshore Logistics International, LLC
Gulf Services Industrial, LLC
HEPACO, Inc.
Hilcorp Energy Company
Hyundai Heavy Industries Co. Ltd, Inc.
Hyundai Motor Company
I-Transit Response, L.L.C
International Air Response, Inc.
Island Ventures II, LLC
JMN Specialties, Inc.
JNB Operating LLC
John Guide
K & K Marine, LLC
LaBorde Marine Services, LLC
Lane Aviation
Lawson Environmental Service LLC
Lawson Environmental Service & Response Company
Lee Lambert
Lord Edmund John Browne
Lynden Air Cargo, LLC
Lynden, Inc.
Maco of Louisiana, LLC
Maco Services, Inc.
Marine Spill Response Corporation
Mark Bly
Mark Hafle
M-I L.L.C.
M-I Drilling Fluids L.L.C.
M-I Swaco
Miller Environmental Group, Inc.
Mitchell Marine
Mitsui & Co. (USA), Inc.
Mitsui & Co. Ltd.
Mitsui Oil Exploration Co. Ltd.
ModuSpec USA, Inc.
Monica Ann LLC
Moran Environmental Recovery, LLC
MOEX Offshore 2007 LLC
MOEX USA Corporation
M/V Monica Ann
M/V Pat Tilman
M/V Damon B. Bankston
M/V Max Chouest
M/V Ocean Interventions
M/V C. Express

M/V Capt. David
M/V Joe Griffin
M/V Mr. Sidney
M/V Hilda Lab
M/V Premier Explorer
M/V Sailfish
M/V Seacor Washington
M/V Emerald Coast
M/V Admiral Lee
M/V Seacor Vanguard
M/V Whuppa Snappa
Nalco Energy Services, LP
Nalco Holding Company
Nalco Finance Holdings LLC
Nalco Finance Holdings Inc.
Nalco Holdings LLC
Nalco Company
National Response Corporation
Nature's Way Marine, LLC
Nautical Ventures, LLC
Nautical Solutions, LLC
O'Brien's Response Management, Inc.
Ocean Runner, Inc.
Ocean Therapy Solutions, LLC
Oceaneering International, Inc.
Odyssea Marine, Inc.
Offshore Cleaning Systems L.L.C.
Offshore Service Vessels, LLC
Offshore Inland Marine & Oilfield Services, Inc.
Oil Recovery Company, Inc. of Alabama
Oilfield Marine Contractors, LLC
Parsons Commercial Services Inc.
Parsons Services Company
Parsons Facility Services Company
Parsons Corporation
Patriot Environmental Services Incorporated
Peneton Company
Perennial Contractors, LLC
Peneton Corporation
Production Services Network U.S., Inc.
Quality Container, Inc.
Quality Energy Services, Inc.
Ranger Offshore, Inc.
Reel Pipe, LLC
Resolve Marine Services, Inc.

Robert Kaluza
Ronald W. Sepulvado
Schlumberger, Ltd.
Seacor Holdings Inc.
Seacor Marine, LLC
Seacor Marine, Inc.
Seacor Marine International, Inc.
Seacor Offshore LLC
Seacor Worldwide, Inc.
Sealion Shipping LTD
Sea Support Services, L.L.C.
Sea Tow of South Miss, Inc.
Seafairer Boat, LLC
Shamrock Management LLC et al.
Shoreline Services, LLC
Siemens Financial, Inc.
Shoreline Construction, LLC
Smith Marine, Inc.
Southern Cat, Inc.
Southern Environmental of Louisiana, LLC
Stallion Offshore Quarters, Inc.
Subsea 7 LLC
Tamara's Group, LLC
Team Labor Force, LLC
Technical Marine Maintenance Services, L.L.C.
The Modern Group, Ltd.
The Modern Group GP-SUB, Inc.
The O'Brien Group, LLC
The Response Group, Inc.
Tiburon Divers, Inc.
Tidewater, Inc.
Tidewater Marine LLC
Tiger Rentals, Ltd.
Tiger Safety, LLC
Toisa Limited
Total Safety U.S., Inc.
Twenty Grand Offshore, LLC
Twenty Grand Marine Service, LLC
Twenty Grand Offshore Inc.
USES/Construct Corps
United States Environmental Services, LLC
United States Maritime Services, Inc.
Viscardi Industrial Services, LLC
Weatherford International Ltd.
Weatherford U.S. L.P.

Wood Group Production Services, Inc.
Worley Catastrophe Services, LLC
Worley Catastrophe Response, LLC

150464

BALDWIN COUNTY COMMISSION
DISBURSEMENT FUND 705
312 Courthouse square Suite 11
Bay Minette, AL 36507

BB&T
BRANCH BANKING AND
TRUST COMPANY
1-800-BANK BBT BBT.COM
61-398/622

Check No. - 150464

Check Date - 12/4/2012

105806

PAY:

AMOUNT $****20,119.56

TWENTY THOUSAND ONE HUNDRED NINETEEN AND 56/100**********

VOID IF NOT CASHED IN 60 DAYS

TO THE ORDER OF:
ALABAMA HISTORICAL COMMISSION
ATTN: JOHN R POWELL JR
468 S PERRY ST
MONTGOMERY AL 36130-0900

CHAIRMAN SIGNATURE

Kimberly W Creech MP
AUTHORIZED SIGNATURE

[redacted]

Details on Back. Security Features Included

150464

Stub 1

For Check No. - 150464

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT PAID
12042012	12/4/2012	BP CLAIM SETTLEMENT	20119.56
		TOTAL	20119.56