

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 Bay Minette Youth Program 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 Two Thousand Sixty-Nine Dollars and Ninety-Six Cents (\$2,069.96) 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.

13. This Agreement is not intended to release any pending claim asserted by The City of Bay Minette, Alabama, a municipal corporation, nor any such claim which may be asserted by said municipality in the future, the same being expressly reserved.

CLAIMANT:

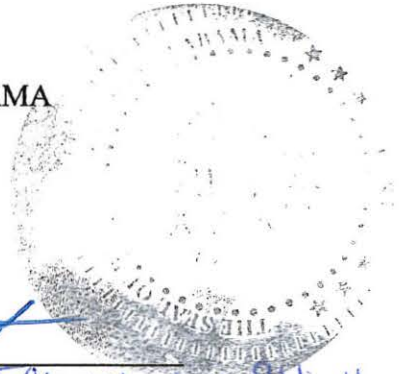
BAY MINETTE YOUTH PROGRAM c/o CITY OF BAY MINETTE

Date

By:

JAMIE TILLERY ROBERT WILLS  
Its Mayor

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



Date

By:

ROBERT E. JAMES T. Christopher Elliott  
Its Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Julia Lynn Quincey, a Notary Public, in and for said County in said State, hereby certify that ~~JAMIE TILLERY~~, whose name as Mayor of the ~~BAY MINETTE YOUTH PROGRAM~~, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of the BAY MINETTE YOUTH PROGRAM.

ROBERT WILLS

CITY OF BAY MINETTE

Given under my hand and seal this 27<sup>th</sup> day of June, 2017 ~~October, 2012~~.

Julia Lynn Quincey  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_ MY COMMISSION EXPIRES:  
01/13/2018

STATE OF ALABAMA

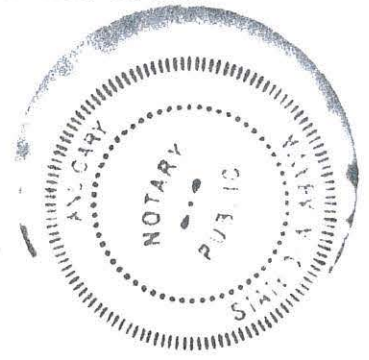
COUNTY OF BALDWIN

I, Anu Gary, a Notary Public, in and for said County in said State, hereby certify ~~ROBERTE JAMES~~, whose name as Christopher Elliott 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 5th day of July, 2017 ~~October, 2012~~.

Anu Gary  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

My Commission Expires:  
October 12, 2019



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 Cocalis  
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.  
Fauchaux 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.  
USBS/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