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**X. TRUSTEES' REVIEW OF SUBMITTALS AND CORRECTIVE ACTION**

22. The Project Manager, after obtaining concurrence from the other Trustees, shall with respect to any submission received: (1) approve the complete submission; (2) approve reasonably discrete components of the submission; (3) approve the complete submission or reasonably discrete components upon specified conditions; and/or (4) disapprove, in whole or in part, the submission for insufficiency or inaccuracy of information, and direct that Equilon modify the submission.

23. In the event of (1) approval of reasonably discrete components; (2) approval of the complete submission or reasonably discrete components upon condition; or (3) disapproval of part or all of a submission, Equilon shall address all of the Project Manager's written comments and make revisions, as necessary. The revised document shall be resubmitted to the Trustees within 14 days of receipt of written comments from the Project Manager on the initial submission, unless the term period is extended in writing by the Project Manager. Equilon shall be deemed to have failed to submit a timely plan, report or other document if any such revised document is determined by the Trustees to be deficient in whole or in part, and stipulated

penalties shall accrue from the date that an adequate submittal should have been provided to the Trustees.

24. In the event that Equilon does not demonstrate compliance with the planting requirements of the Final Restoration Plan and the Final Planting Design and/or the Performance Criteria for the Initial Monitoring or Equilon does not demonstrate compliance with the Performance Criteria for the Final Monitoring as specified in the Monitoring Plan, and if performance has not been excused in accordance with Paragraph 18 (a)(ii) (Excused Performance), Section XIV (Force Majeure), or Section XV (Dispute Resolution), then Equilon shall, after consulting with the Trustees, submit a Corrective Action Plan or, if applicable, an Excused Performance Plan.

25. Equilon shall include the following information, at a minimum, in any Corrective Action Plan or Excused Performance Plan required pursuant to this Decree:

- (a) a description of the nature of the non-compliance with the Final Restoration Plan, Final Planting Design, and/or Monitoring Plan;
- (b) an analysis of the cause(s) for the non-compliance;
- (c) proposed corrective actions and/or monitoring activities;
- (d) an analysis of site conditions that relate to the proposed corrective actions;
- (e) a Design Plan for the corrective action(s);
- (f) any aerial photographs;
- (g) an implementation and/or monitoring schedule.

Corrective actions may include replanting to original stocking density, replanting the same species in the same area, replanting the same species in different areas, replanting different

species, fertilization, sand fencing, allowing additional time for the plantings at the Restoration Property to develop (no action), or other actions.

26. Unless otherwise specified herein, the Corrective Action Plan or Excused Performance Plan shall be submitted within 60 days of Equilon's receipt of notice from the Trustees that a Plan is required unless Equilon proceeds under Section XIV (Force Majeure) or Section XV (Dispute Resolution), in which case the Plan, if required, is due 60 days from the final determination regarding the issue.

27. The Trustees shall review the Corrective Action Plan or the Excused Performance Plan for sufficiency in accordance with Paragraphs 22 and 23. The Trustees also may modify the Plan to require changes in the Work required therein and/or the proposed schedule. If corrective action is required in connection with the Initial Monitoring, the Trustees shall determine whether the Interim and Final Monitoring dates shall be extended commensurate with the time needed to implement and monitor the Corrective Action Plan.

28. Following the Trustees' approval of the Corrective Action Plan or the Excused Performance Plan, Equilon shall implement the Plan, including any revisions made by the Trustees, in accordance with the schedule approved by the Trustees. Equilon shall give notice of the implementation schedule 21 days before commencement of implementation, and shall provide transportation to the Trustee so that the Trustees' representatives may accompany Equilon during the implementation of the corrective action. Within 60 days following implementation of the Plan, Equilon shall monitor the corrective action by visiting the Restoration Property. Equilon shall give notice of the monitoring visit to the Trustees 21 days in advance, and provide transportation so that the Trustees' representatives may accompany

Equilon on the visit to East Timbalier Island. The date of the visits may be revised upon agreement of the Parties if weather conditions justify rescheduling.

29. Within 30 days after the monitoring site visit required by Paragraph 28, Equilon shall submit a Corrective Action Report describing compliance with the Corrective Action Plan or Excused Performance Plan and compliance with the applicable Performance Criteria. The Trustees shall review such Report in accordance with this Section. Equilon also shall conduct any additional monitoring required by the Trustees, and shall submit a Corrective Action Report within 30 days of the deadline for the additional monitoring, if any; except that any additional corrective action and monitoring shall be limited after the Final Monitoring Report in accordance with Paragraph 30.

30. If Equilon fails to meet the Performance Criteria for the Final Monitoring, and the Trustees determine that Equilon exercised best efforts to correct planting deficiencies during the interim monitoring period, the Trustees may require Equilon to submit one Corrective Action Plan within 60 days of the Trustees' written notice that further corrective action must be taken, and to implement the Plan, as approved by the Trustees, and to conduct one additional year of monitoring after implementation of the corrective action. If the Trustees determine that Equilon failed to exercise best efforts to correct planting deficiencies during the interim monitoring period and that the Performance Criteria for the Final Monitoring still have not been met after the fourth monitoring year, the Trustees may require Equilon to prepare one additional Corrective Action Plan within 60 days of the Trustees' written notice that further corrective action must be taken and to implement the Plan, as approved by the Trustees, and conduct a fifth monitoring year after implementation of the corrective action, provided that after the fifth monitoring year,

Equilon will not be required to perform any additional corrective action or monitoring of the Restoration Project. Any determination by the Trustees that Equilon has not exercised best efforts shall be subject to formal dispute resolution, pursuant to Paragraph 49. Best efforts includes best efforts to anticipate any potential failure to meet the Performance Criteria for the Final Monitoring, as specified in the Monitoring Plan, and best efforts to address the effects of a potential failure as it is occurring and after the failure to meet the Performance Criteria has been discovered. Best efforts also includes, but is not limited to, actions taken by Equilon in response to the Trustees' written recommendations during the Interim Monitoring period.

#### XI. ASSURANCE OF ABILITY TO COMPLETE WORK

31. Within 30 days of entry of this Consent Decree, Equilon shall establish and maintain financial security in the amount of \$750,000 in one or more of the following forms:

- (a) A surety bond guaranteeing performance of the Work;
- (b) One or more irrevocable letters of credit equaling the total estimated cost of the Work;
- (c) A trust fund; or
- (d) A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with Equilon;

Within 14 days thereafter, Equilon shall provide notice to the Trustees of the financial security maintained for this Restoration Project.

32. If Equilon can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 31 above after entry of this Consent Decree,

Equilon may, on any anniversary date of entry of this Consent Decree, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining work to be performed. Equilon shall submit a proposal for such reduction to the Trustees, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by the Project Manager. In the event of a dispute, Equilon may reduce the amount of the security in accordance with the final administrative or judicial decision resolving the dispute.

33. Equilon may change the form of financial assurance provided under this Section at any time, upon notice to and approval by the Trustees, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Equilon may change the form of the financial assurance only in accordance with the final administrative or judicial decision resolving the dispute.

## XII. REIMBURSEMENT OF RESPONSE COSTS, ASSESSMENT COSTS, AND RESTORATION COSTS

34. Past State Response Costs and Assessment Costs. Within 30 days after lodging of this Consent Decree, Equilon shall pay the following amounts as reimbursement of the following State Trustees' unreimbursed documented past Response Costs and Assessment Costs for the period through June 30, 1999:

LDWF: \$ 21,136.31

LDNR: \$ 13,195.40

LOSCO: \$ 10,434.22

Within 30 days after lodging of this Consent Decree, Equilon also shall pay \$19,490.06 as

reimbursement of LDEQ's unreimbursed documented past Assessment Costs for the period through August 27, 1999. The past State Assessment Costs shall be paid by separate check made payable to each State Trustee as follows:

LDWF, to the attention of James Patton, Undersecretary, Office of Management and Finance

LDEQ, to the attention of Darryl Serio, Fiscal Director Office of Management and Finance;

LDNR, to the attention of Robert D. Harper, Undersecretary;

LOSCO, to the attention of the Oil Spill Coordinator, LOSCO.

Each check shall reference the Lake Barre Natural Resource Damage Assessment and state that payment is for past Assessment Costs. All checks shall be sent to LOSCO to be forwarded to each State Trustee. Equilon shall send notice that such payment has been made to LDWF, LOSCO, LDNR, and LDEQ to the persons listed in Section IX (Notice).

35. Past Federal Assessment Costs. Within 30 days after lodging of this Consent Decree, Equilon shall pay the documented Assessment Costs incurred by the Federal Trustees in conjunction with the Oil Spill in the following amounts and shall include the following additional information:

(a) Past Assessment Costs of DOI. Equilon shall pay \$18,673.87, as past Assessment Costs incurred by DOI on or before June 30, 1999, and also shall reference Account Number 14X5198 (NRDAR). The DOI Past Assessment Costs shall be paid in the form of a certified or cashier's check made payable to the "Treasurer, the United States of America" and tendered to the U.S. Attorney's Office, Eastern District of Louisiana, 501 Magazine Street, New Orleans, Louisiana 70130. Equilon shall send notice that such payment has been made to the

DOJ and DOI persons listed in Section IX (Notice) for notice to the United States and shall enclose a copy of the check, if applicable. Notice to DOI that such payment has been made, with a copy of the check, also shall be sent to:

Bruce Nessler  
DOI Restoration Fund  
NBC/Division of Financial Management Services  
Branch of Accounting Operations  
Mail Stop 1313  
1849 C St. NW  
Washington, D.C. 20240

Regional Solicitor  
U.S. Department of the Interior  
75 Spring Street, Room 304  
Atlanta, GA 30303

and shall reference Account Number 14X5198 (NRDAR), and state that the payment is for reimbursement of past Assessment Costs for the natural resource damage assessment with respect to the Lake Barre Oil Spill in Lake Barre, Terrebonne Parish, Louisiana, and is being paid by Equilon.

(b) Past Assessment Costs of NOAA. Equilon shall pay \$385,228.52, as past Assessment Costs incurred by NOAA on or before May 22, 1999, and also state that the payment is for reimbursement of past Assessment Costs for the natural resource damage assessment with respect to the Lake Barre Oil Spill in Lake Barre, Terrebonne Parish, Louisiana, and shall reference "Lake Barre, Account # RK3EA2." The NOAA past Assessment Costs shall be paid by Fedwire Electronic Funds Transfer to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing USAO File Number 1999V00279, and DOJ Case Number 90-5-1-1-06628. Unless otherwise specified in this Decree, payment



shall be made in accordance with instructions provided to Equilon by the Financial Litigation Unit of the United States Attorney's Office for the Eastern District of Louisiana, following entry of the Decree. Any payments received after 4:00 p.m. Eastern Time shall be credited on the next business day. Equilon shall send notice that such payment has been made to the DOJ and NOAA persons listed in Section IX (Notice) for notice to the United States. Notice to NOAA that such payment has been made also shall be sent to:

NOAA/NOS/OR&R  
ATTN: Kathy Salter, DARRF MANAGER  
1305 East West Highway  
SSMC4 Room 9331  
Silver Spring, MD 20910-3281

36. Future State Assessment Costs and Restoration Costs. The State Trustees, through LOSCO, shall notify Equilon of documented Assessment Costs and Restoration Costs incurred by the State Trustees after June 30, 1999, except that LDEQ's future Assessment Costs and Restoration Costs shall pertain to costs incurred after August 27, 1999. Equilon shall pay the State Trustees' future Assessment Costs and Restoration Costs within 30 days after receiving notice of the amount due and the documentation to support the claim. Invoicing for reimbursement of costs incurred by each State Trustee shall be made quarterly according to the following schedule each year: First quarter ends September 30; Second quarter ends December 31; Third quarter ends March 31; Fourth quarter ends June 30. Each State Trustee shall utilize state and agency travel policies and procedures, including Division of Administration PPM 49 and LDEQ PPM 3001-88 (to the extent applicable). Each State Trustee shall provide LOSCO with a quarterly statement and a copy of all cost documentation. LOSCO shall forward a consolidated quarterly statement and a copy of all cost documentation to Equilon's fiscal contact.

Equilon shall pay future Assessment Costs and Restoration Costs by separate check made payable to each State Trustee, as follows:

LDWF, to the attention of James Patton, Undersecretary, Office of Management and Finance;

LDEQ, to the attention of Darryl Serio, Fiscal Director Office of Management and Finance;

LDNR, to the attention of Robert D. Harper, Undersecretary;

LOSCO, to the attention of the Oil Spill Coordinator, LOSCO.

Each check shall reference the Lake Barre Natural Resource Damage Assessment and state that payment is for future Assessment Costs and Restoration Costs. All checks shall be forwarded to LOSCO to be disbursed to each State Trustee. Equilon shall send notice that such payment has been made to LDWF, LOSCO, LDNR, and LDEQ to the persons listed in Section IX (Notice).

37. Future Federal Assessment and Restoration Costs.

(a) Payment Procedure for Future Assessment Costs Incurred Before Final Approval of the Decree.

(i) DOI. Equilon shall reimburse DOI for all documented Future Assessment Costs incurred during the period from July 1, 1999, to the Final Approval of the Decree. Within 30 days after Final Approval of the Decree, DOI will send a bill, documenting all such costs. Equilon shall pay all documented future Assessment Costs for the period from July 1, 1999, to the date of Final Approval of the Decree within 30 days of receipt of the bill requiring payment. Equilon shall make the payment required by this subparagraph in the form of a certified or cashier's check made payable to the "Treasurer, the United States of America" and tendered to the U.S. Attorney's Office, Eastern District of Louisiana, 501 Magazine Street, New Orleans, Louisiana 70130. Equilon shall state that it is paying for reimbursement of future Assessment

Costs for the natural resource damage assessment with respect to the Lake Barre Oil Spill in Lake Barre, Terrebonne Parish, Louisiana, and it shall reference USAO File Number 1999V00279, DOJ Case Number 90-5-1-1-06628, DOI Account Number 14X5198 (NRDAR). Copies of the check to the United States shall be sent to the persons specified in Paragraph 35(a).

(ii) NOAA. Equilon shall reimburse NOAA for all documented future Assessment Costs incurred during the period from May 23, 1999, to the Final Approval of the Decree. Within 30 days after Final Approval of the Decree, NOAA will send a bill, documenting all such costs. Equilon shall pay all documented future Assessment Costs for the period from May 23, 1999, to the date of Final Approval of the Decree within 30 days of receipt of the bill requiring payment. Equilon shall make the payment required by this subparagraph by Fedwire Electronic Funds Transfer to the U.S. Department of Justice account in accordance with electronic funds transfer procedures. Payment shall be made in accordance with instructions provided to Equilon by the Financial Litigation Unit of the United States Attorney's Office for the Eastern District of Louisiana, following Final Approval of the Decree. Any payments received after 4:00 p.m. Eastern Time shall be credited on the next business day. Equilon shall state that it is paying for reimbursement of future Assessment Costs for the natural resource damage assessment with respect to the Lake Barre Oil Spill in Lake Barre, Terrebonne Parish, Louisiana, and it shall reference USAO File Number 1999V00279, DOJ Case Number 90-5-1-1-06628, and "Lake Barre, Account # RK3EA2." Notice of the payment should be sent to the persons specified in Paragraph 35(b).

(b) Payment Procedure for Future Assessment and Restoration Costs Incurred for Monitoring and Oversight of the Restoration Project After Final Approval of the Decree.

(i) DOI. Within 30 days after Final Approval of this Decree, Equilon shall pay \$10,000 to compensate DOI for its participation in monitoring and oversight of Equilon's implementation and monitoring of the Restoration Project pursuant to the terms of this Decree. This payment shall reimburse DOI for all monitoring and oversight costs incurred during the period after the date of Final Approval of this Consent Decree until the issuance of the Certificate of Compliance to Equilon, except as provided in subparagraph (c). Equilon shall note that payment pertains to future Assessment Costs and Restoration Costs for the natural resource damage assessment with respect to the Lake Barre Oil Spill in Lake Barre, Terrebonne Parish, Louisiana, and it shall reference USAO File Number 1999V00279, DOJ Case Number 90-5-1-1-06628, DOI Account Number 14X5198 (NRDAR). Payment shall be made in accordance with the procedure specified in Paragraph 37(a)(i). Notice shall be provided to the persons specified in Paragraph 35(a).

(ii) NOAA. Within 30 days after Final Approval of this Decree, Equilon shall pay \$30,000 to compensate NOAA for its participation in monitoring and oversight of Equilon's implementation and monitoring of the Restoration Project pursuant to the terms of this Decree. This payment shall reimburse NOAA for all monitoring and oversight costs incurred during the period after the date of Final Approval of this Consent Decree until the issuance of the Certificate of Compliance to Equilon, except as provided in subparagraph (c). Equilon shall make the payment required by this subparagraph in the form of a certified or cashier's check made payable to the "Treasurer, the United States of America" and tendered to the U.S. Attorney's Office,

Eastern District of Louisiana, 501 Magazine Street, New Orleans, Louisiana 70130. Equilon shall state that it is paying for reimbursement of Future Assessment Costs and Restoration Costs for the natural resource damage assessment with respect to the Lake Barre Oil Spill in Lake Barre, Terrebonne Parish, Louisiana, and it shall reference USAO File Number 1999V00279, DOJ Case Number 90-5-1-1-06628, "Lake Barre, Account # RK3EA2." Copies of the check to the United States shall be sent to the persons specified in Paragraph 35(b).

(c) Payment Procedure for Future Restoration Costs Incurred by the Federal Trustees as a Result of a Work Takeover.

Equilon also shall reimburse the Federal Trustees for future Restoration Costs incurred by any Federal Trustee as a result of a Work takeover pursuant to Paragraph 71 (Work Takeover). The Federal Trustee(s) will periodically bill Equilon and its guarantor, as maintained pursuant to Paragraph 31, for any such costs if the Trustees take over the Restoration Project in accordance with Paragraph 71 (Work Takeover). Equilon shall pay the Restoration Costs for implementing the Restoration Project within 30 days of receipt of a bill with the documentation for any such costs. Payment shall be made in accordance with procedures provided to Equilon by the United States Attorney's Office at the time of the billing. Notice of the payment shall be provided to the persons specified in Paragraph 35.

XIII INDEMNIFICATION AND INSURANCE

38. The United States and the State do not assume any liability by entering into this Consent Decree. Equilon shall indemnify, save, and hold harmless the United States and the State and their officers, officials, agents, employees, contractors, subcontractors, volunteers, or representatives for or from any and all claims or causes of action arising from, or on account of,

negligent or other wrongful acts or omissions of Equilon, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree and/or in using and/or occupying premises owned by the State. Further, Equilon agrees to pay the United States and the State all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States or the State based on negligent or other wrongful acts or omissions of Equilon, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into, by, or on behalf of Equilon in carrying out activities pursuant to this Consent Decree. Neither Equilon nor any such contractor shall be considered an agent of the United States or the State.

39. The United States and the State shall give Equilon notice of any claim for which the United States or the State plans to seek indemnification pursuant to Paragraph 38, and shall consult with Equilon prior to settling such claim.

40. Equilon waives all claims against the United States and the State for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State arising from or on account of any contract, agreement, or arrangement between Equilon and any person for performance of Work on or relating to the Restoration Project, including, but not limited to, claims on account of construction delays. In addition, Equilon shall indemnify, save, and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or

arrangement between Equilon and any person for performance of Work on or relating to the Restoration Project, including, but not limited to, claims on account of construction delays.

41. No later than October 1, 1999, Equilon shall secure, and shall maintain in full force and effect until the first anniversary of the Certification of Completion, pursuant to Paragraph 19 of Section VII (Monitoring and Compliance with Performance Criteria), the following insurance for the Restoration Project : (1) comprehensive general liability insurance with limits of one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage; and (2) automobile liability insurance with limits of one million dollars (\$1,000,000) combined single limit, per accident, for bodily injury and property damage.

42. At all applicable times, Equilon also shall arrange for the following additional insurance: (1) aircraft liability insurance with limits of five million dollars (\$5,000,000) combined single limit, per accident, for bodily injury and property damage; and (2) watercraft liability insurance with limits of two million dollars (\$2,000,000) combined single limit, per accident, for bodily injury and property damage.

43. In addition, for the duration of this Consent Decree, Equilon shall satisfy, and shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of workers' compensation insurance for all persons performing the Work on behalf of Equilon in furtherance of this Consent Decree including, but not limited to, Workers' Compensation insurance limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage, except that the Employers Liability limit shall be one million dollars (\$1,000,000) when work is to be over water and involves maritime exposure. The insurer

shall agree to waive all rights of subrogation against the United States and the State for losses arising from work performed by Equilon for the United States and/or the State.

44. Each policy shall name the United States, the State, and all contractors and subcontractors as additional insureds. All insurance must be provided by insurers authorized in Louisiana, with a Best's rating of no less than "A-V." Prior to commencement of the Work under this Consent Decree, Equilon shall provide to the Trustees certificates of the general liability insurance and automobile liability insurance that include the policy contract number, and a copy of each insurance policy. Equilon shall resubmit such certificates and copies of policies each year on the anniversary of the Final Approval of this Decree. If Equilon demonstrates by evidence satisfactory to the Trustees that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Equilon need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor.

#### XIV. FORCE MAJEURE

45. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Equilon, of any entity controlled by Equilon, or of Equilon's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Equilon's best efforts to fulfill the obligation. The requirement that Equilon exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include



financial inability to complete the Work or a failure to attain the performance standards specified in the Final Restoration Plan and/or the Monitoring Plan.

46. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Equilon shall notify orally the Project Manager or, in his or her absence, the Alternate Project Manager within 72 hours of when Equilon first knew that the event might cause a delay. Within 5 days thereafter, Equilon shall provide in writing to the Trustees an explanation and description of the reasons for the delay, the anticipated duration of the delay, all actions taken or to be taken to prevent or minimize the delay, a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay, Equilon's rationale for attributing such delay to a force majeure event if it intends to assert such a claim, and a statement as to whether, in the opinion of Equilon, such event may cause or contribute to an endangerment to public health, welfare or the environment. Equilon shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Equilon from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Equilon shall be deemed to know of any circumstances of which Equilon, any entity controlled by Equilon, or Equilon's contractors knew or should have known.

47. If the Trustees agree that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by the Trustees for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations

affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If the Trustees do not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the Project Manager will notify Equilon in writing of its decision. If the Trustees agree that the delay is attributable to a force majeure event, the Project Manager will notify Equilon in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

48. If Equilon elects to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution), it shall do so no later than 15 days after receipt of the Project Manager's notice. In any such proceeding, Equilon shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Equilon complied with the requirements of Paragraphs 45 and 46 above. If Equilon carries this burden, the delay at issue shall be deemed not to be a violation by Equilon of the affected obligation of this Consent Decree.

#### XV . DISPUTE RESOLUTION

49. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the Trustees to enforce obligations of Equilon that have not been disputed in accordance with this Section.

50. Any dispute that arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the Parties to the dispute. The period for informal negotiations shall not exceed 21 days from the time the dispute arises, unless it is modified by written agreement of the Parties to the dispute. The dispute shall be considered to have arisen when one Party sends the other Parties a written Notice of Dispute.

51. (a) In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by the Trustees shall be considered binding unless, within 21 days after the conclusion of the informal negotiation period, Equilon invokes the formal dispute resolution procedures of this Section by serving on the Trustees a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis, or opinion supporting that position, and any supporting documentation relied upon by Equilon. The Statement of Position shall specify Equilon's position as to whether formal dispute resolution should proceed under Paragraph 52 or Paragraph 53.

(b) Within 21 days after receipt of Equilon's Statement of Position, the Project Manager will serve on Equilon the Trustees' Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position, and all supporting documentation relied upon by the Trustees. The Trustees' Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 52 or Paragraph 53.

Within 14 days after receipt of Trustees' Statement of Position, Equilon may submit a Reply.

(c) If there is disagreement between the Parties as to whether dispute resolution should proceed under Paragraph 52 or Paragraph 53 the Parties shall follow the procedures set forth in the paragraph determined by the Trustees to be applicable. However, if Equilon

ultimately appeals to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 52 and 53.

52. Formal dispute resolution for disputes pertaining to the selection or adequacy of the Restoration Project and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of the Restoration Project includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by the Trustees under this Consent Decree; and (2) the adequacy of the performance of the Work taken pursuant to this Consent Decree.

(a) An administrative record of the dispute shall be maintained by the Project Manager and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, the Trustees may allow submission of supplemental statements of position.

(b) The Director of the Office of Response and Restoration at NOAA and the Oil Spill Coordinator of LOSCO will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 52(a), after providing a hearing if requested in the Statement of Position. This decision shall be binding upon Equilon, subject only to the right to seek judicial review pursuant to Paragraph 52 (c) and (d).

(c) Any administrative decision made by the Director of the Office of Response and Restoration at NOAA and the Oil Spill Coordinator of LOSCO pursuant to Paragraph 52(b) shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by

Equilon with the Court and served on the Trustees within 21 days of receipt of the final administrative decision. The motion shall include a description of the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The Trustees may file a response to Equilon's motion.

(d) In proceedings on any dispute governed by this Paragraph, Equilon shall have the burden of demonstrating that the final administrative decision is arbitrary and capricious or otherwise not in accordance with law. Judicial review of the final administrative decision shall be on the administrative record compiled pursuant to Paragraph 52(a).

53. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of the Restoration Project nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph. Following receipt of Equilon's Statement of Position submitted pursuant to Paragraph 51, the Director of the Office of Response and Restoration at NOAA and the Oil Spill Coordinator of LOSCO will issue a final decision resolving the dispute, after providing a hearing, if requested in the Statement of Position. This decision shall be binding on Equilon unless, within 21 days of receipt of the decision, Equilon files with the Court and serves on the Trustees a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The Trustees may file a response to Equilon's motion.

54. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation of Equilon under this Consent Decree, not directly in dispute, unless the Trustees or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 63. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Equilon does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVI (Stipulated Penalties).

#### XVI. STIPULATED PENALTIES

55. Equilon shall be liable for stipulated penalties to the United States and the State for failure to comply with the requirements of this Consent Decree, unless excused under Paragraph 18 (Excused Performance) or Section XIV (Force Majeure). "Compliance" by Equilon shall mean completion of the activities specified in Paragraph 56 of this Consent Decree.

56. Stipulated penalties shall accrue in the following amount per day for each violation for the following violations:

- (a) failure to submit the following plans and reports by the applicable deadlines:  
Final Planting Design; Initial Monitoring Report; Final Monitoring Report;  
Corrective Action Plan; Excused Performance Plan; or Corrective Action Report,  
if required following submittal of Initial Monitoring Report or Final Monitoring  
Report; and

(b) failure to complete planting by the Planting Completion Date, or to complete each corrective action in accordance with the applicable requirements by the applicable deadlines:

<u>Penalty Per Day</u>	<u>Period of Noncompliance</u>
\$ 500	1st through 30th day
\$1,000	31 <sup>st</sup> day and beyond

57. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, subject to Paragraph 23, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section X (Trustees' Review of Submittals and Corrective Action), during the period, if any, beginning on the 31st day after the Trustee's receipt of such submission until the date that the Project Manager notifies Equilon of any deficiency; (2) with respect to a decision by the Director of the Office of Response and Restoration at NOAA and the Oil Spill Coordinator of LOSCO under Paragraph 52(b) or 53 of Section XV (Dispute Resolution), during the period, if any, beginning on the 21<sup>st</sup> day after the date that Equilon's Reply to the Trustees' Statement of Position is received until the date that the final administrative decision regarding such dispute has been issued; or (3) with respect to judicial review by this Court of any dispute under Section XV (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

58. Following the Trustee's determination that Equilon has failed to comply with a requirement of this Consent Decree, the Project Manager may give Equilon written notification of the same and describe the noncompliance. The Project Manager may send Equilon a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether the Project Manager has notified Equilon of a violation.

59. All penalties accruing under this Section shall be due and payable to the Trustees within 30 days after Equilon receives from the Project Manager a demand for payment of stipulated penalties unless Equilon invokes the Dispute Resolution procedures under Section XV (Dispute Resolution).

60. The payment of penalties shall not alter in any way Equilon's obligation to complete the performance of the Work required under this Consent Decree unless the Trustees assume responsibility for the Restoration Project pursuant to Paragraph 71, and Equilon pays the stipulated penalties specified at Paragraph 56 during the period from the deadline until the Trustees complete the Work at the Restoration Project, provided that in no event shall stipulated penalties exceed \$150,000 if the Trustees must take over implementation and monitoring or \$50,000 if the Trustees must take over monitoring of the Restoration Project.

61. Equilon shall pay one-half of the total of all stipulated penalties to the State Trustees by check payable to the Treasurer of the State of Louisiana for deposit in the Louisiana Oil Spill Contingency Fund for allocation to the State Trustees in equal shares for natural resources restoration projects only. The check shall be sent to LOSCO and shall state that payment is for stipulated penalties related to the Lake Barre Restoration Project.



62. Equilon shall pay one-half of the total of all stipulated penalties to the United States either by (a) certified or cashier's check if less than \$50,000, or (b) Electronic Fund Transfer ("EFT") if more than \$50,000. Payments made by certified or cashier's check shall be payable to "Treasurer, the United States of America" and tendered to the U.S. Attorney's Office, Eastern District of Louisiana, 501 Magazine Street, New Orleans, Louisiana 70130. Payment of stipulated penalties must be made by the 15th day of the month following the month in which Equilon first has notice that the violations occurred. At the time of payment, Equilon must send a letter to the United States representatives listed in Section IX (Notice) referring to the name, caption, and docket number of this case and describing the basis for the penalties.

63. Penalties shall continue to accrue as provided in Paragraph 57 during any dispute resolution period, but need not be paid until the following:

(a) If the dispute is resolved by agreement or by a decision of the Trustees or the Director of the Office of Response and Restoration at NOAA and the Oil Spill Coordinator of LOSCO, that is not appealed to this Court, accrued penalties determined to be owing shall be paid to the Trustees within 15 days of the agreement or the receipt of final administrative decision;

(b) If the dispute is appealed to this Court and the Trustees prevail in whole or in part, Equilon shall pay all accrued penalties determined by the Court to be owed to the Trustees within 60 days of receipt of the Court's decision or order, except as provided in subparagraph (c) below;

(c) If the District Court's decision is appealed by any Party, Equilon shall pay all accrued penalties determined by the District Court to be owing to the Trustees into an interest-bearing escrow account within 60 days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to the Trustees or to Equilon to the extent that they prevail.

64. If Equilon fails to pay stipulated penalties when due, the United States or the State may institute proceedings to collect the penalties, as well as interest, which shall be charged in accordance with 28 U.S.C. § 1961, from the time payment is due until such payment is made. Equilon shall pay interest on the unpaid balance, which shall begin to accrue on the date that the penalty is due.

65. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Equilon's violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to the CWA, except as to matters covered by stipulated penalties at Paragraphs 56 and 60.

66. Notwithstanding any other provision of this Section, the Trustees may, in their unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

#### XVII. COVENANTS NOT TO SUE BY THE TRUSTEES

67. United States' Covenants Not to Sue. In consideration of the actions that will be performed and the payments that will be made by Equilon under the terms of the Consent

Decree, and except as specifically provided in Paragraph 68 of this Section, the United States covenants not to sue or to take administrative action against Equilon or its predecessor Texaco for Natural Resource Damages and for recovery of Response Costs that resulted from the Oil Spill. These covenants not to sue shall take effect as follows:

(a) For the payment of Response Costs incurred by the Coast Guard and the Federal Trustees, the covenant shall take effect upon lodging of this Consent Decree.

(b) For the payment of Assessment Costs, the covenant shall take effect upon receipt by the Federal Trustees of the payments required by Paragraphs 35 and 37 of Section XII (Reimbursement of Response Costs, Assessment Costs, and Restoration Costs).

(c) For the payment of Restoration Costs, the covenant shall take effect upon receipt by the Federal Trustees of the payments required by Paragraph 37 of Section XII (Reimbursement of Response Costs, Assessment Costs, and Restoration Costs).

(d) For performance of the injury quantification (debit), the covenant shall take effect upon Final Approval of this Decree.

(e) With respect to the performance of all other Work, these covenants not to sue shall take effect upon Certification of Completion by the Trustees in accordance with Paragraph 19 of this Decree.

These covenants not to sue are conditioned upon the satisfactory performance by Equilon of its obligations under this Consent Decree. These covenants not to sue extend only to Equilon and its predecessor Texaco and do not extend to any other person.

68. United States' Reservation of Rights.

(a) Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Equilon to reimburse the United States for additional natural resource damages if :

(i) conditions pertaining to the Oil Spill, previously unknown to the Trustees, are discovered; or

(ii) information about the Oil Spill, previously unknown to the Trustees, is received, in whole or in part,

and these previously unknown conditions or information together with any other relevant information indicates that the Final Restoration Plan is not protective of human health or the environment. For purposes of this provision, the information and conditions known to the Trustees shall include only the information and conditions set forth in the administrative record supporting the Final Restoration Plan;

(b) Nothing in the Consent Decree is intended to be, nor shall be construed as, a release from liability or a covenant not to sue for any claim or cause of action, administrative or judicial for:

(i) Equilon's failure to pay the Trustees' past and future Assessment Costs and Restoration Costs or its failure to satisfactorily complete the Final Restoration Plan;

(ii) Equilon's failure to satisfy any other requirement of this Consent Decree;

- (iii) claims brought on behalf of the United States, the United States Coast Guard, and the Oil Spill Liability Trust Fund, pursuant to Section 1012(f) of OPA, 33 U.S.C. § 2712(f) for costs, damages, and expenses of any sort, other than for injuries to natural resources under Section 1002(b)(2)(A) of OPA, 33 U.S.C. § 2702(b)(2)(A), payment of the Coast Guard's Response Costs in responding to the Oil Spill, and payment of the Federal Trustees' response costs in responding to the Oil Spill.;
- (iv) liability arising from any past, present, or future oil discharges other than the Oil Spill that is the subject of this Consent Decree;
- (v) criminal liability; and
- (vi) liability for violations of federal or state law that occur during or after implementation of the Final Restoration Plan.

69. State Covenant Not to Sue. In consideration of the actions that will be performed and the payments that will be made by Equilon under the terms of the Consent Decree, and except as specifically provided in Paragraph 70 of this Section, the State covenants not to sue or to take administrative action against Equilon or its predecessor Texaco for Natural Resource Damages that resulted from the Oil Spill. These covenants not to sue shall take effect as follows:

- (a) For the payment of Response Costs and Assessment Costs, the covenant shall take effect upon receipt by the State Trustees of the payments required by Paragraphs 34 and 36 of Section XII (Reimbursement of Response Costs, Assessment Costs, and Restoration Costs).

(b) For the payment of Restoration Costs, the covenant shall take effect upon receipt by the State Trustees of the payments required by Paragraph 36 of Section XII (Reimbursement of Response Costs, Assessment Costs, and Restoration Costs).

(c) For performance of the injury quantification (debit), the covenant shall take effect upon Final Approval of this Decree.

(d) With respect to the performance of all other Work, these covenants not to sue shall take effect upon Certification of Completion by the Trustees in accordance with Paragraph 19 of this Decree.

These covenants not to sue are conditioned upon the satisfactory performance by Equilon of its obligations under this Consent Decree. These covenants not to sue extend only to Equilon and its predecessor Texaco and do not extend to any other person.

70. State Reservation of Rights The State of Louisiana specifically reserves, and this Consent Decree is executed without prejudice to, all rights against Equilon with respect to any matter outside the scope of this Consent Decree, including but not limited to the following:

(a) claims based on a failure by Equilon to timely and satisfactorily fulfill any obligation set forth in this consent decree;

(b) liability arising from any past, present, or future unauthorized discharge of oil event outside the scope of this Consent Decree;

(c) criminal liability;

(d) liability for violations of federal or state law that occur during performance of any obligation under this Consent Decree; and

(e) liability for surface damages, as specified in the Grant of Particular Use for Construction, attached hereto as Exhibit 3.

Notwithstanding any other provision of this Consent Decree, the LDEQ retains all authority and reserves all rights to take any and all actions allowed by law to prevent and to remedy conditions that endanger human health or the environment.

71. Work Takeover. In the event the Trustees determine that Equilon has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner that may cause an endangerment to human health or the environment, the Trustees may assume the performance of all or any portions of the Work as they determine necessary. Equilon may invoke the procedures set forth in Section XV (Dispute Resolution), to dispute the Trustees' determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the Trustees in performing the Work pursuant to this Paragraph shall be considered future Restoration Costs that Equilon shall pay pursuant to Section XII (Reimbursement of Response Costs, Assessment Costs and Restoration Costs).

72. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Restoration Project, Equilon shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case;

provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in this Section (Covenants Not to Sue by the Trustees).

73. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all action authorized by law.

#### XVIII. COVENANT NOT TO SUE BY EQUILON

74. Equilon hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State for any claims arising from or relating to the Oil Spill, pursuant to any federal, state, or common law, including, but not limited to:

(a) any direct or indirect claim for reimbursement from the Oil Spill Liability Trust Fund; or

(b) any claims arising out of activities related to the Restoration Project, including claims based on the Trustees' selection of the Restoration Project, oversight of the Restoration Project, and/or approval of plans for such activities.

75. Equilon reserves, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim



based on the Trustees selection of the Restoration Project, or the oversight of the Restoration Project, and/or approval of Equilon's plans or activities associated with the Restoration Project. The foregoing applies only to claims that are brought pursuant to any statute other than the Clean Water Act and the Oil Pollution Act and for which the waiver of sovereign immunity is found in a statute other than the Clean Water Act and the Oil Pollution Act.

#### XIX. EFFECT OF SETTLEMENT

76. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including but not limited to any right of contribution against third parties), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Oil Spill against any person not a Party hereto.

#### XX. RETENTION OF JURISDICTION

77. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XV (Dispute Resolution) hereof.

## XXI. MODIFICATION

78. Schedules for completion of the Work, as specified in this Consent Decree and other documents required pursuant to this Decree, may be modified by agreement of the Parties. All such modifications shall be made in writing.

79. Except as to matters covered in Paragraph 78, no material modifications shall be made to the Consent Decree, including the attachments thereto, without written notification to and written approval of the Parties and the Court.

80. Modifications to the Consent Decree, including the attachments thereto, that do not materially alter the Restoration Project may be made by written agreement between the Trustees and Equilon.

81. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

## XXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

82. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that the Consent Decree is inappropriate, improper, or inadequate. Equilon consents to the entry of this Consent Decree without further notice.

83. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

### XXIII. TERMINATION

84. Either Party may apply to the Court to terminate this Decree after Equilon has paid all Assessment Costs and Restoration Costs and penalties due and the Trustees have issued the Certification of Completion, pursuant to Paragraph 19.

### XXIV. SIGNATORIES/SERVICE

85. Each undersigned representative of a Party to this Consent Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

86. Equilon hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified it in writing that it no longer supports entry of the Consent Decree.

87. Equilon shall identify, on the attached signature page, the name, address, and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Equilon hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

88. This Consent Decree may be executed in any number of counterparts and, as executed, shall constitute one agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1999.

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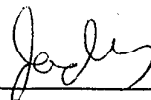
United States District Judge

We hereby consent to the entry of this Consent Decree:

FOR THE UNITED STATES OF AMERICA:

Sept 24, 1999

Date



Joel M. Gross

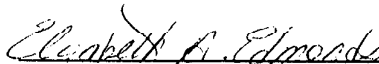
Chief

Environmental Enforcement Section

U.S. Department of Justice

September 20, 1999

Date



Elizabeth A. Edmonds

Environmental Enforcement Section

Environment and Natural Resources Division

U.S. Department of Justice

P.O. Box 7611

Washington, D.C. 20530-7611

(202) 514-1032

Eddie J. Jordan Jr.

United States Attorney

Eastern District of Louisiana

Sandra E. Gutierrez

Assistant United States Attorney

U.S. Attorney's Office

Eastern District of Louisiana

501 Magazine Street

New Orleans, Louisiana 70130

NATIONAL OCEANIC AND ATMOSPHERIC  
ADMINISTRATION



SEP 20 1999

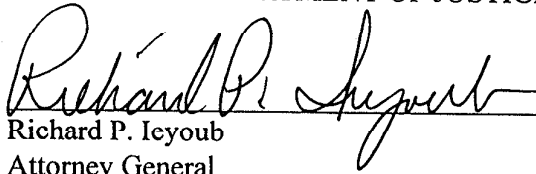
                      
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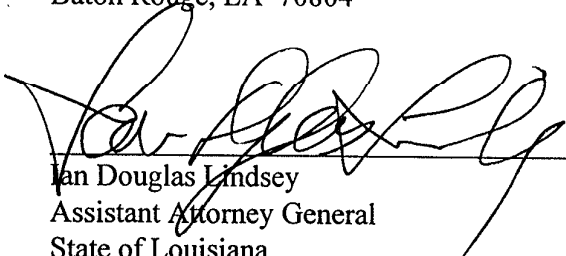
\_\_\_\_\_  
Craig O'Connor  
Acting General Counsel  
National Oceanic and Atmospheric Administration  
1315 East West Highway  
Silver Spring, MD 20910-3282

FOR THE STATE OF LOUISIANA:

LOUISIANA DEPARTMENT OF JUSTICE

9-23-99  
Date

  
Richard P. Ieyoub  
Attorney General  
P.O. Box 94005  
Baton Rouge, LA 70804

  
Ian Douglas Lindsey  
Assistant Attorney General  
State of Louisiana  
P.O. Box 94005  
Baton Rouge, LA 70804

Date

9/22/99

LOUISIANA DEPARTMENT OF  
ENVIRONMENTAL QUALITY



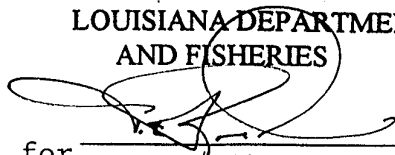
J. Dale Givens  
Secretary

P.O. Box 82263  
Baton Rouge, LA 70884-2263



9/23/99  
Date

LOUISIANA DEPARTMENT OF WILDLIFE  
AND FISHERIES

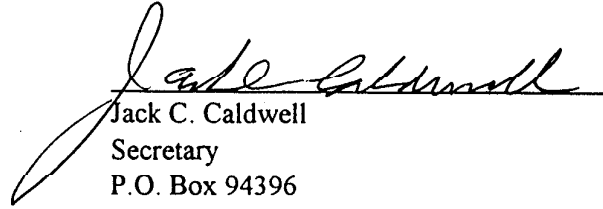


John E. Roussel for  
ASSISTANT SECRETARY  
OFFICE OF FISHERIES

James H. Jenkins  
Secretary  
P.O. Box 98000  
Baton Rouge, LA 70898-9000

9/22/99  
Date

LOUISIANA DEPARTMENT OF NATURAL  
RESOURCES



Jack C. Caldwell

Secretary

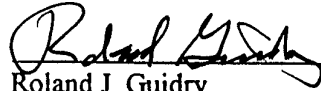
P.O. Box 94396

Baton Rouge, LA 70804-9396

9-20-99

Date


LOUISIANA OIL SPILL COORDINATOR'S  
OFFICE



\_\_\_\_\_  
Roland J. Guidry  
Louisiana Oil Spill Coordinator  
LOSCO/Office of the Governor  
625 North 4<sup>th</sup> Street, Suite 800  
Baton Rouge, LA 70802

FOR EQUILON COMPANY:

September 21, 1999  
Date

Signature:   
Name (print): G.M. Roster  
Title: President  
Address: 777 Walker  
Houston, Texas 77002

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): CT Corporation  
Title: \_\_\_\_\_  
Address: 8550 United Plaza Blvd.  
Baton Rouge, Louisiana 70809

Ph. Number: 225-922-4490