

**AGREEMENT REGARDING SUPPLY OF WETLAND MITIGATION CREDITS
BETWEEN COASTAL LOUISIANA RESOURCE, L.L.C. AND
ST. CHARLES PARISH**

THIS AGREEMENT is entered into this ___ day of April, 2015 by and between Coastal Louisiana Resource, L.L.C. (hereafter “CLR” or “Sponsor”) and St. Charles Parish (“Permittee”) for the Willowridge Levee Modification Project associated with USACE Permit Application Number MVN-2004-02101 ETT and LADNR Coastal Use Permit Application Number P20091182 (the “Permit”).

WHEREAS, pursuant to 40 CFR Part 230 et. seq. Guidelines for Specifications of Disposal Sites for Dredged or Fill Material and to 33 CFR Part 332 et. seq., Compensatory Mitigation for Losses of Aquatic Resources (the “Regulations”), CLR is the Sponsor of the Bayou Terrebonne Coastal Mitigation Bank (the “Bank”), which consists of property located in Terrebonne Parish, Louisiana (the “Property”); and

WHEREAS Permittee will receive a permit from the United States Army Corps of Engineers (“USACE”) and the Louisiana Department of Natural Resources (“LADNR”) to pursue a construction project that will result in the destruction of certain wetlands located in close proximity to the Property, and Permittee desires to purchase mitigation credits from the Bank;

THEREFORE, for and in consideration of the premises and the payment set forth herein, Sponsor and Permittee agree to the following terms and conditions:

1. Capitalized terms not defined herein shall have the meaning ascribed to them in the Regulations.
2. Sponsor agrees to satisfy the mitigation requirements assigned to Permittee by the USACE in a manner consistent with the Regulations and to the extent set forth in this contract and the Permit, a copy of which will be furnished to Sponsor by Permittee promptly upon issuance.
3. Sponsor agrees to provide **4.1 acres of Baldcypress/Tupelo Swamp** in accordance with the Bayou Terrebonne Coastal Banking Instrument (“Instrument”), a copy of which has been filed in the public records of Terrebonne Parish, Louisiana.
4. Sponsor assumes responsibility for satisfaction of all requirements of the mitigation for **4.1 acres of Baldcypress/Tupelo Swamp** in a manner consistent with the Permit and the Instrument.
5. Sponsor shall fully indemnify, save and hold Permittee, harmless from and against all liability, liquidated damages and expenses, including reasonable attorney's fees, which arise out of claims or demands made by the United States Army Corps of Engineers and/or the Louisiana Department of Natural Resources against Permittee directly related to the compensatory wetlands mitigation requirements provided for in this Agreement and/or to Permittee's obligation to satisfy the mitigation credits as determined by United States Army Corps of Engineers and/or the Louisiana Department of Natural Resources.
6. Notwithstanding the foregoing indemnity, Sponsor shall not be responsible in any manner for the calculation of the acres or credits to be mitigated and shall only be responsible for

providing and mitigating the acreage or credits required in the Permit and this Agreement. Permittee shall be solely responsible for all other conditions and terms set forth in the Permit.

7. Permittee agrees to pay Sponsor a non-refundable payment of **\$35,000.00** per acre for **4.1 acres of Baldcypress/Tupelo Swamp** for a total of **\$143,500.00** in certified funds. Upon cash receipt of the total **\$143,500.00** for this consideration, Sponsor accepts responsibility for the wetland mitigation for the duration required by the Permit. Permittee's entering in to this Agreement does not give the Permittee rights to monies generated by the Bank, and further, Permittee does not obtain any rights of ownership or use of the Property.

8. The Agreement between Sponsor and Permittee, may not be changed, amended or modified except by an instrument in writing signed by both parties hereto.

9. The Agreement shall not be furnished to any third party, including governmental entities without the written consent of both parties, excepts as may otherwise be required by law or a court of competent jurisdiction.

10. This Agreement shall be governed by and constructed under the laws of the State of Louisiana, and shall be binding upon and inure to the benefit of the successors and assigns of either party.

11. This Agreement may be signed by facsimile signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The parties each represents that the person signing this Agreement is duly authorized to sign this Agreement. The parties may mutually agree to amend this Agreement in writing.

[SIGNATURES ON FOLLOWING PAGE]

NOW THEREFORE, the parties hereto have caused this Agreement to be executed, sealed and delivered, all as of the Effective Date, which shall be inserted on the first page of this Agreement.

AGREED TO AND ACCEPTED this ____ day of April, 2015.

COASTAL LOUISIANA RESOURCE, L.L.C.

By: _____

Title: _____

Authorized Signature: _____

412 N. Fourth Street, Suite 300

Baton Rouge, LA 70802

AGREED TO AND ACCEPTED this ____ day of April, 2015.

ST. CHARLES PARISH

Name: V.J. St. Pierre, Jr.

Title: Parish President

Authorized Signature: _____

Address:

15045 River Road

PO Box 302

Hahnville, LA 70057

USACE Project Manager

Name: Brad Laborde

LADNR Project Manager

Name: Ontario James