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June 12, 2009

TO: Greg Duplantis

FAX: 337-237-3451

CONFIRMATION NUMBER: 337-237-0132

FROM: Harriet M. Deal

MESSAGE: Hi Greg. Attached is a fax of signed settlement agreement. I will send you original signature page by fed ex on Monday. I suppose this means that Goodrich should pay the Fund no later than July 12. Let me know if there is any problem. Best regards, Holly Deal

NUMBER OF PAGES (INCLUDING COVER): 6

RESPONSE REQUESTED: if necessary

SENDER: HMD

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Settlement and Release Agreement
Between
the United States Department of the Interior
and
Goodrich Petroleum Company, LLC

This Settlement and Release Agreement (hereinafter this "Agreement") is made and entered into, this 11th day of June, 2009, by and between the United States Department of the Interior, including its Bureau the United States Fish and Wildlife Service (collectively hereinafter referred to as "DOI/FWS") and the Goodrich Petroleum Company, LLC, a corporation doing business in Louisiana (hereinafter "Goodrich").

RECITALS

1. On or about August 29, 2005, Goodrich's W-6 Facility Oil Storage Barge (the Barge), with attendant cargo of 2,500 barrels of crude oil, went aground in the Delta National Wildlife Refuge (Refuge). The grounding of the Barge presented a substantial threat of discharging crude oil into the Refuge. On or about November 3, 2005, the Refuge issued Special Use Permit, SLR-06-013 (the Permit), so that Goodrich could remove the Barge. Because of the sensitive and important nature of the area in which the Barge was aground, the Refuge required, as a condition of allowing removal of the Barge, that vegetated areas destroyed by removal of the Barge (that is, areas in which removal activities removed vegetation along with sediments supporting the vegetation) must be refilled to pre-removal elevations so that marsh vegetation could recruit into the area. Removal of the Barge left a hole at least three times the length of the Barge and twice its depth, and one and a half times its width. In all, the Refuge estimates at least an acre of marsh is now below its original elevations and denuded of vegetation. Backfilling of this hole was required by the Permit and agreed to by Goodrich. To date this work has not been done by Goodrich.

2. As a result of the incident described in paragraph 1 above (hereinafter the "Incident"), natural resources and services were injured or potentially injured. DOI/FWS is a trustee for such resources and services under the Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq. (hereinafter "OPA"), the National Oil and Hazardous Substances Contingency Plan, 40 C.F.R. Part 300, Subpart G, Sections 300.600-300.615, and the regulations at 15 C.F.R. Part 990 implementing the natural resource damages provisions of OPA. DOI/FWS has determined that restoration of resources is appropriate as a result of the Incident.

3. On or about January 30, 2008, DOI/FWS demanded that Goodrich undertake the restoration required by the Permit and in order to compensate the public for natural resource injuries under OPA. After arms-length negotiations, DOI/FWS and Goodrich agreed to settle this matter pursuant to OPA for $225,000.00, to be paid to DOI/FWS in order to perform restoration of injured resources.

5. The amount of DOI/FWS's claim arising from this Incident is less than $500,000.00, and therefore DOI/FWS has full authority to settle, compromise and release this claim pursuant to Section 1015(d) of OPA, 33 U.S.C. § 2715(d).

NOW, THEREFORE, in consideration of the following recitations and promises, the parties hereby agree as follows:

1. Within 30 days of the execution of this Agreement by DOI/FWS, Goodrich shall transfer $225,000.00 into the Goodrich Barge Restoration Account, an account established within DOI's Natural Resource Damage Assessment and Restoration Fund. These funds, and any interest thereon, will be held in the Fund solely for the purpose of restoring injuries due to the Incident, including, without limitation, the costs of planning the restoration, developing planning documents, and publishing any necessary plans. Goodrich will transfer these funds to the Fund via an Electronic Funds Transfer (EFT) through the Automated Clearing House in a CCD+ format in accordance with the instructions set forth in Exhibit A to this Agreement. The addenda record shall be annotated RE: Goodrich Barge Incident, Delta National Wildlife Refuge, Louisiana, Restoration Account and shall list Goodrich as the paying party. A copy of the paperwork documenting the EFT and any accompanying correspondence shall be sent to:

Department of the Interior
Natural Resource Damage Assessment and Restoration Program
Attn: Restoration Fund Manager
1849 C/ Street, NW
Mailstop 4449
Washington, DC 20240

and

Harriet M. Deal, Attorney-Adviser
Office of the Regional Solicitor
U.S. Department of the Interior
Office of Regional Solicitor
Suite 304, 75 Spring Street, S.W.
Atlanta, Georgia 30303.

2. In the event that Goodrich fails to make the payments referenced in paragraph 1 above on time, interest shall be assessed pursuant to the provisions of 33 U.S.C. 2705. Goodrich shall be liable for attorneys' fees and costs incurred by the DOI/FWS or the United States to collect any amount due under this Agreement.

3. In consideration of the payment that will be made by Goodrich under the terms of this Agreement, DOI/FWS does hereby release any and all civil claims it has or may have under OPA for damages for injury to, loss of, or destruction of natural resources

Goodrich Petroleum Company LLC

Mark Fenelon
Executive Vice President