SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual General Release (hereinafter "Agreement") is entered into as of July 15, 2011 by and between Community Health Councils, Inc., Natural Resources Defense Council, Mark Salkin, the City of Culver City ("City"), Citizens Coalition for a Safe Community and Concerned Citizens of South Central Los Angeles (hereinafter collectively "Petitioners"), the County of Los Angeles (hereinafter "County") and Plains Exploration & Production Company (hereinafter "PXP"). All parties may be referred to herein as Parties or Party.

RECITALS

A. This Agreement is entered into with respect to the following four consolidated cases (hereinafter collectively the "Consolidated Cases"), each of which was filed in the Superior Court of the State of California, County of Los Angeles:

   i. Lead case *Community Health Councils, Inc., Natural Resources Defense Council and Mark Salkin, petitioners, v. County of Los Angeles, respondents, and Plains Exploration and Production Company, et al., real parties in interest* (Case No. BS118018);

   ii. *City of Culver City, petitioner and plaintiff, v. County of Los Angeles, Los Angeles County Board of Supervisors, respondents, and Plains Exploration and Production Company, et al., real parties in interest* (Case No. BS118023);

   iii. *Concerned Citizens of South Central Los Angeles, petitioner, v. County of Los Angeles, respondents, and Plains Exploration and Production Company, et al., real parties in interest* (Case No. BS118039); and

   iv. *Citizen's Coalition for a Safe Community, petitioner, v. County of Los Angeles, Board of Supervisors of the County of Los Angeles, respondents, and Plains Exploration and Production Company, et al., real parties in interest* (Case No. BS118056).

B. On October 28, 2008, the County, by and through its Board of Supervisors (hereinafter "Board"), approved the Baldwin Hills Community Standards District ("CSD"), an amendment to its zoning code establishing development standards and operating procedures for oil and gas production operations for the unincorporated portion of the Inglewood oil field ("Oil Field") located in the Baldwin Hills Zoned District, which took effect on or about December 1, 2008 and remains in effect. The Board certified the Final Environmental Impact Report ("EIR") for the proposed CSD on October 21, 2008. PXP

had filed an application for establishment of the CSD pursuant to Title 22 of the Los Angeles County Code ("County Code").

C. Petitioners filed the petitions for writs of mandate identified in paragraph A above under the California Environmental Quality Act ("CEQA") challenging, among other things, the adequacy of the EIR and the Board's approval of the CSD, naming the County or the County and the Board as Respondents and PXP as Real Party in Interest. Thereafter, certain property owners were named as Real Parties in Interest ("Landowners").

D. The Parties desire to resolve certain matters, including any and all claims raised in the Consolidated Cases and/or arising out of, or related to, or connected with the matters referred to in paragraph B above, by way of compromise.

E. This Agreement relates to all claims and disputes presented in the Consolidated Cases that may exist as of the date of this Agreement and any and all other claims and disputes that exist between, in any combination, the County, PXP, and Petitioners that concern or in any way relate to the Board's approval of the Baldwin Hills CSD and certifications of its EIR referred to in paragraph B above.

TERMS OF SETTLEMENT

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the Parties agree as follows:

1. *Slant Drilling.*

   a. *Deep Zone Wells.* Pursuant to the CSD, PXP is required to develop and submit to the County an annual drilling, redrilling, well abandonment and well pad restoration plan (hereinafter "Annual Drilling Plan"). For any and each well that PXP proposes to drill where the Top Hole (as defined in paragraph 1.e below) is closer than 800 feet to a Sensitive Developed Area (as defined in paragraph 1.e below) and the Bottom Hole (as defined in Paragraph 1.e below) is located in any deep zone (presently identified as the Nodular Shale and Sentous zones and any other zones approximately 8,000 feet or deeper), as a supplement to its Annual Drilling Plan ("Deep Zone Supplement"), PXP will provide a study of the technical feasibility and commercial reasonability of Slant Drilling (as defined in paragraph 1.e below) each of the new deep zone wells in order to locate the Top Hole of any such well away from any Sensitive Developed Area in order to further mitigate potential impacts to such Areas. The Deep Zone Supplement will be reviewed by the County and County-retained expert or experts as part of the County's review of the Annual Drilling Plan. This study will provide a narrative to justify the proposed surface location and shall provide sufficient detail to allow the County to review the extent to which it may be technically feasible and commercially reasonable to locate the Top Hole away from Sensitive Developed Areas in order to further mitigate potential impacts to such Areas and still reach the targeted Bottom Hole location. PXP shall provide to the County any additional information as may be reasonably requested by the County or its expert which is necessary to complete its review. If such information is considered proprietary, the County and its expert will enter into a confidentiality agreement with PXP to protect such information. The narrative will be reviewed by the Director of Regional Planning prior to the approval of the Deep Zone Supplement. If approved by the Director, PXP will Slant Drill in order to locate the Top Hole away from Sensitive Developed Areas consistent with the narrative prepared by PXP that justifies the surface location.

b. *Mid-Zone Wells.* For wells where the Top Hole is closer than 800 feet to a Sensitive Developed Area and the Bottom Hole is located in a mid-zone (approximately 3,500 to 7,999 feet deep, presently identified as the Rubel, Moynier, Bradna and City of Inglewood zones), PXP shall document such locations in a supplement to the Annual Drilling Plan ("Mid-Zone Supplement"). PXP shall use commercially reasonable efforts to locate new mid-zone wells and well pads away from Sensitive Developed Areas in order to further mitigate impacts to such Areas. The Mid-Zone Supplement shall explain why it is not technically feasible and commercially reasonable to locate the Top Hole away from Sensitive Developed Areas in order to further mitigate impacts to such Areas. The referenced mid-zone well pad assessment will be reviewed by County-retained experts and the County. PXP shall provide to the County any additional information as may be reasonably requested by the County or its expert which is necessary to complete its review. If such information is considered proprietary, the County and its expert will enter into a confidentiality agreement with PXP to protect such information. The County shall approve the mid-zone well locations as part of its review of the Mid-Zone Supplement if consistent with this paragraph.

c. *Shallow Wells.* Drilling of wells where the Bottom Hole is less than approximately 3,500 feet deep (hereinafter "Shallow Wells") and above the zones identified in 1(b) as mid-zones, shall be located away from Developed Areas (as defined in the CSD) and shall be identified in the Annual Drilling Plan. Drilling of Shallow Wells may proceed pursuant to said drilling plan after the County approves the portion of the Annual Drilling Plan related to Shallow Wells as set forth in the CSD.

d. *Supplement Review.* Upon receipt, the County shall promptly forward the Drilling Plan Supplements ("Supplements" defined to be a Deep Zone Supplement, a Mid-Zone Supplement, or both) filed by PXP to the Community Advisory Panel ("CAP") established pursuant to the CSD for its review and comment. The County will allow the CAP or CAP members two weeks from the date the County provided Supplements to the CAP to provide their written comments on the Supplement to the County. The County may review and approve the Annual Drilling Plan and related Supplements in phases consistent with the terms herein, but shall conduct its review of the Annual Drilling Plan and Mid-Zone Supplement within 45 calendar days after their submission to the County and either approve the Supplement or provide PXP with a list of deficiencies within that 45-day timeframe as set forth in the CSD. The Drilling Plan Supplements will only include the study referenced in 1(a) and other relevant or required information related to the location of proposed wells. The County

shall conduct its review of the Deep Zone Supplement within 45 calendar days after its submission and either approve the Supplement or provide PXP with a list of deficiencies within that 45-day timeframe after considering any timely CAP comments concerning the Deep Zone Supplement. The County will not delay its review of the Annual Drilling Plan or any supplements thereto. PXP may drill any wells approved under the Annual Drilling Plan regardless of the status of the County's review of the Supplements. Similarly, PXP may drill any wells approved under a Supplement regardless of the status of the Annual Drilling Plan review and approval. Changes to well pad locations that result from review of the Supplements will not require resubmittal of the Annual Plan or delay any drilling under the Annual Plan, beyond the time necessary to implement such changes.

e. *Definitions.* "Top Hole" shall mean the surface location from which drilling is commenced. "Bottom Hole" shall mean the underground location at which drilling terminates. "Slant Drilling" shall mean non-vertical drilling, directional drilling, or drilling at a relatively significant angle. "Sensitive Developed Area" shall mean a lot or parcel that contains a single or multi-family residence, existing park, school or health care facility.

f. *Environmental Consideration.* The County shall lessen or disapprove any otherwise required Slant Drilling if more remote drilling would result in more significant adverse environmental impacts on balance and the County shall consider any timely comments by the CAP assessing this balance.

g. *Non-interference.* This paragraph 1 of the Agreement shall be construed in connection with the entire CSD. Except as expressly set forth above, this paragraph shall not be construed to interfere with PXP's business in the Oil Field.

2. *Noise.*

a. The CSD currently provides that hourly, A-weighted equivalent noise levels associated with drilling, redrilling and reworking wells shall not elevate baseline levels (which shall not include drilling, redrilling or reworking operations) by more than five A-weighted decibels ("dBA") at the Oil Field boundary of any Developed Area. Instead of the referenced five dBA provision, PXP shall limit the night time (10 p.m. to 7 a.m.) noise levels at Developed Areas to no more than three dBA above a one-hour baseline average for the defined nighttime period, but at no time will PXP be required to maintain noise levels below the baseline nighttime noise levels. Furthermore, PXP and the County determined the baseline noise levels at four additional Oil Field boundary locations near Developed Areas,

selected by PXP and the County, in addition to the seven utilized in the EIR for a total of 11 locations. If PXP violates the above noise requirements, no new drilling or redrilling permits shall be issued by the County until PXP, in

consultation with the County, identifies the source of the noise and PXP takes steps necessary to assure compliance with the above-specified threshold.

b. If drilling, redrilling or reworking operations elevate nighttime baseline noise levels by more than 10dBA for more than 15 minutes in any one hour as independently verified and determined by the County, PXP, in consultation with the County, shall identify the cause and source of the noise and take steps to avoid such extended periods of noise elevation in the future. This provision does not negate the CSD noise limits between 7 a.m. to 10 p.m.

3. *Number of Drill Rigs*. Notwithstanding the CSD's allowance for operation of a maximum of three drill rigs at any one time on the Oil Field, PXP shall limit to two the number of drill rigs in use at any one time.

4. *Number of wells*. Notwithstanding the aggregate and annual well-drilling limits in the CSD, PXP shall comply with the following limits:

a. Notwithstanding Section 22.44.142.H of the CSD, no more than 500 new wells (inclusive of Bonus Wells and wells drilled since approval of CSD) shall be drilled pursuant to the CSD (hereinafter "Director's Review") through October 1, 2028, or during the remaining life of the CSD, whichever is later.

b. Until such time as PXP has drilled or redrilled 50 wells since the adoption of the CSD, or 24 months from the date of this Agreement, whichever is sooner ("Time Period One"), no more than 30 wells may be drilled or re-drilled in any calendar year pursuant to a Director's Review as set forth in the CSD (hereinafter Director's Review). At the end of Time Period One, and if the County determines, pursuant to its review of the CSD by the Director of Regional Planning, that the CSD has been effective in protecting the health, safety, and general welfare of the public, thereafter (the "Full Operational Period") no more than 35 wells may be drilled or re-drilled in the calendar year pursuant to Director's Review.

c. In Time Period One, for each well abandoned within 800 feet of any Developed Area (the "800-foot zone") by PXP since adoption of the CSD and in full compliance with the California Department of Conservation's Division of Oil, Gas

and Geothermal Resources ("DOGGR") standards for abandonment at the time of abandonment, PXP may drill two additional new wells outside of the 800-foot zone (hereinafter "Bonus Wells"), up to a maximum of 45 drilled and re-drilled wells (30 wells plus 15 Bonus Wells) in any calendar year within Time Period One pursuant to Director's Review and subject to review and approval in the Annual Drilling Plan. Subject to the annual and aggregate limits on number of wells, Bonus Wells earned by abandonment may be drilled at any time during the life of the CSD.

d. In the Full Operational Period, for each well abandoned within the 800-foot zone, PXP may drill two additional new wells outside the 800-foot zone up to a maximum of 53 drilled and re-drilled wells (35 wells plus 18 Bonus Wells) in that year pursuant to Director's Review and subject to review and approval in the Annual Drilling Plan. Subject to the aggregate and annual limits on number of wells, Bonus Wells earned by abandonment may be drilled at any time during the life of the CSD.

e. The Developed Area as used in the CSD with respect to the 400-foot buffer zone (Section 22.44.142.E.) shall remain unchanged (static or fixed) from what it was determined to be on the effective date of the CSD.

5. *Health Assessment and Environmental Justice Study.* The County shall complete a Community Health Assessment of the communities surrounding the Oil Field which shall include an Environmental Justice component by June 2012 and ensure additional assessments are completed every five to seven years throughout the life of the CSD. In future Community Health Assessments, the County Department of Public Health ("Public Health") shall review other agencies' reports regarding air quality, water quality and seismic data, where feasible, in its assessment. Public Health will analyze the information by socio-economic and demographic data to accommodate and reflect an Environmental Justice component. The Community Health Assessment shall include, but not be limited to, an analysis of cancer rates, mortality rates, birth outcomes and a survey of other pertinent health indicators. The County will consult with the CAP and the Health Working Group regarding the Community Health Assessment and consider reasonable comments by the CAP and the Health Working Group. Public Health will comply with all applicable state and federal requirements including Title VI of the Civil Rights Act of 1964 and corresponding regulations, and California Government Code Section 11135 and corresponding regulations.

6. *Clean Technology Assessment.* The CSD requires PXP to consider proven reasonable and feasible technological improvements which are capable of reducing the

environmental impacts of drilling and redrilling. (County Code section 22.44.142.E.26.f) The CSD also requires that the Annual Drilling Plan include a discussion of the latest equipment and techniques that are proposed for use as part of its drilling and redrilling program to reduce environmental impacts. (County Code section 22.44.142.E.26.c.ix) Pursuant thereto, PXP shall address in each Annual Drilling Plan the availability and feasibility of the use of natural gas-powered drill rigs or other technology capable of reducing environmental impacts, for the drilling of wells proposed in the Annual Drilling Plan (collectively " Clean Technology"). During the Periodic Review provided in 22.44.142 G.7, the County will evaluate such technology for brand new equipment that PXP intends to lease, acquire or otherwise use and require PXP to implement such technology to the extent the technology is feasible and available on a commercially reasonable basis.

7. *Electrical Distribution Study*. The County will propose to Southern California Edison ("SCE") and the Los Angeles Department of Water and Power ("DWP") that a study be conducted in cooperation with SCE, DWP, the County and PXP regarding opportunities to streamline and consolidate electrical lines distributed throughout the Oil Field and that SCE and DWP each fund one-fourth of the cost of such study. PXP will fund one-fourth of the cost of any such study. The County will fund one-fourth of the cost of any such study.

8. *Air Quality Monitoring*. Supplemental to the air monitoring required by the CSD, the County will develop and implement an air quality monitoring plan that takes into consideration review and comments from Petitioners, interested stakeholders and the public. Such air monitoring shall be designed to assess the risk of both acute and chronic exposure to air contaminants from Oil Field operations, and endeavor to determine and distinguish the source of emissions, to the extent feasible, using available and affordable monitoring technology. Such air monitoring may be performed by SCAQMD, or an independent qualified consultant selected by County, and shall be commenced within 12 months of the date of this Agreement. The protocol for the air monitoring plan shall be peer reviewed prior to commencement. The plan shall be completed, and a peer reviewed report issued, within 12 to 24 months after commencement. The County commits to spending up to $250,000 of its own funds toward implementing the plan and shall use reasonable efforts to seek additional funding sources, if necessary, to implement the plan. PXP shall reasonably cooperate with SCAQMD, the County and/or the independent consultant regarding any and all air monitoring related to the Oil Field.

9. *Back-Up Flare*. The CSD (County Code section 22.44.142.L.5.b) allows PXP to maintain its existing gas plant flare as back-up equipment at the facility's gas plant after

a new flare is permitted and installed. PXP and the County agree that this provision of the CSD allows only one gas plant flare to be operated at one time at the Oil Field. PXP shall comply with said limitation of only one gas plant flare operating at one time at the Oil Field. PXP shall install and have operational the new flare within 180 days of receiving the SCAQMD permit or at such later date as approved by the Director of Regional Planning for good cause shown.

10. *Well Plugs.* DOGGR requires oil field operators to utilize a minimum 25-foot cement surface plug at the top of a well when abandoning any such well pursuant to Title 14 of the California Code of Regulations section 1723.5. To augment this requirement, for all wells abandoned at the Oil Field from the date of this Agreement, PXP shall utilize a total of 150-foot cement surface plug.

11. *Landscaping.* PXP agrees to prepare and implement a series of landscape plans ("Landscape Plans") that enhance the Mia Lehrer Landscape Improvements Concepts plan dated November 4, 2008 to include, but not be limited to, landscaping along or near the border of the Oil Field in consultation with the County and subject to the County's approval. PXP's Landscape Plans shall be forwarded to the CAP for review. PXP will use best efforts to complete installation of the first two phases of the Landscape Plans along La Brea, between Stocker and Slauson, and Ladera Crest, within nine (9) months of County's final approvals of each of those first two Landscaping Plans using best landscaping practices. PXP agrees that it will complete the entire landscaping required by the County-approved Landscape Plans within three years after approval by the County of the final phase.

12. *Clean-Up Plan.* The CSD requires PXP to decommission and remove facilities that have reached the end of their useful economic life (County Code section 22.44.142.E.21.a) and submit to the County for its approval an unused or abandoned equipment removal plan (County Code section 22.44.142.L.14). PXP has submitted such a plan in 2009 and shall periodically update the plan should additional equipment, not identified in PXP's original removal plan, become unused or abandoned. Equipment and materials not necessary to oil field operations as identified by the Director of Planning shall be promptly removed from view of Sensitive Developed Areas as addressed in the plan.

13. *Fraccing Study.* PXP shall pay for an independent consultant to conduct a study of the feasibility and potential impacts (including impacts to groundwater and subsidence) of the types of fracturing operations PXP may conduct in the Oil Field. The study will also consider PXP's historic and current use of gravel packing. Such study will be completed within twelve (12) months of the date of this Agreement. Such study and all

the back-up information for such study shall be provided to a qualified peer reviewer selected by the County and PXP, who shall review the study, back-up materials, and conclusions for completeness and accuracy. PXP must provide the independent expert with all materials requested and reasonably necessary for an accurate and verifiable study. The peer reviewer will be provided with access to all the data and materials provided to the independent expert. The peer reviewer shall agree to keep all proprietary information confidential. If the peer reviewer determines that the study is materially inadequate, incomplete or inaccurate, it shall so advise PXP's consultant who will complete the study as reasonably recommended by the peer reviewer and provide the revised study to the peer reviewer within 90 days. Upon acceptance by the peer reviewer, the study and all supporting material, including comments by the peer reviewer, shall be forwarded to the County, DOGGR, the Regional Water Quality Control Board ("RWQCB"), CAP and Petitioners and be available to the public, with any proprietary information redacted.

14. *CSD Review Based On Reduced Production.* When production drops to three percent of the estimated peak production to date of 21,000 barrels of oil per day, the County will review the CSD to consider whether modifications or closure of the Oil Field is necessary or appropriate or at such earlier date as the County determines is appropriate.

15. *CSD Provisions.* The CSD and all of its standards and requirements remain in full force and effect except to the extent that PXP has agreed to be limited by stricter or more rigorous controls or standards as reflected in this Agreement. Nothing herein shall limit or abrogate the County's discretion in amending the CSD, or other action pursuant to the County's legislative or police powers, to impose more restrictive requirements. This Agreement neither establishes nor abrogates any vested rights to drill new wells in the Oil Field. The County will provide written guidance on the additional limits and controls regarding operation of the Oil Field which are required by this Agreement to County staff and departments responsible for implementing the CSD and enforcing the CSD, and any other personnel the County deems necessary. The County shall recirculate this written guidance on an annual basis.

16. *General Releases between Petitioners and County.* In consideration of the terms and provisions of this Agreement, the County and Petitioners on behalf of themselves and their respective predecessors, successors, heirs, assigns, owners, attorneys, affiliates, parent corporation(s), divisions, officers, directors, employees, agents, representatives, partners, servants, executors, administrators, shareholders, board, councils, commissions, department, members, and each of them, in any and all capacities, do hereby mutually relieve, release and forever discharge the others and their respective predecessors, successors, heirs, assigns, owners, attorneys, affiliates, parent

corporation(s), divisions, officers, directors, employees, agents, representatives, partners, servants, executors, administrators, shareholders, board, councils, commissions, departments, members, and each of them, in any and all capacities, of and from all claims, rights, debts, liabilities, demand, obligations, liens, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys' fees, costs and interest), damages, actions and cause of action, of whatever kind or nature (including without limitation, any statutory, civil or administrative claim, or any claim, arising out of acts or omissions occurring before the execution of this agreement), whether now known or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed, relating to the Board's certification of the EIR and approval of the CSD; PROVIDED, HOWEVER, that this mutual release is not intended to and shall not constitute a release of the Parties' rights, obligations or warranties under this Agreement nor the rights and obligations of the County under the provisions of, or as set forth in, the CSD subject to the terms of paragraph 15. This release shall become final and take effect as to all Parties at the time upon which dismissals are to be filed pursuant to paragraph 28. Nothing herein shall release any claim for personal injury property damage or other claims, including any claim for nuisance, arising out of or related to acts or omissions in the operation of the Oil Field. Nothing herein shall release any claim or limit any right to challenge any future approval or action by the County, or other agency, relating to the CSD or the Oil Field.

17. *General Releases between Petitioners and PXP.* In consideration of the terms and provisions of this Agreement, PXP and Petitioners on behalf of themselves and their respective predecessors, successors, heirs, assigns, owners, attorneys, affiliates, parent corporation(s), divisions, officers, directors, employees, agents, representatives, partners, servants, executors, administrators, shareholders, board, councils, commissions, department, members, and each of them, in any and all capacities, do hereby mutually relieve, release and forever discharge the others and their respective predecessors, successors, heirs, assigns, owners, attorneys, affiliates, parent corporation(s), divisions, officers, directors, employees, agents, representatives, partners, servants, executors, administrators, shareholders, board, councils, commissions, departments, members, and each of them, in any and all capacities, of and from all claims, rights, debts, liabilities, demand, obligations, liens, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys' fees, costs and interest), damages, actions and cause of action, of whatever kind or nature (including without limitation, any statutory, civil or administrative claim, or any claim, arising out of acts or omissions occurring before the execution of this agreement), whether now known or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed, relating to the Board's certification of the EIR and approval of the CSD; PROVIDED, HOWEVER, that this mutual release is not intended to and shall not

constitute a release of the Parties' rights, obligations or warranties under this Agreement nor the rights and obligations of PXP under the provisions of, or as set forth in, the CSD subject to the terms of paragraph 15. Notwithstanding anything herein to the contrary, no person or entity that has or acquires an interest in the Oil Field, but contends or is adjudicated to not be bound by this Agreement, notwithstanding the intent of the Parties that such persons or entities are so bound, shall not be entitled to the benefits of the releases herein. This release shall become final and take effect as to all Parties at the time upon which dismissals are to be filed pursuant to paragraph 28. Nothing herein shall release any claim for personal injury, property damage or other claims, including any claim for nuisance, arising out of or related to acts or omissions in the operation of the Oil Field. Nothing herein shall release any claim or limit any right to challenge any future approval or action by the County, or other agency, relating to the CSD or the Oil Field. Nothing in this Agreement shall affect the City's rights, police powers or authority to regulate that portion of the Inglewood oil field within Culver City, nor shall this Agreement affect PXP's rights and operations, of that portion of the Inglewood oil field within Culver City.

18. *Settlement of Claims for Attorneys' Fees and Costs*. In settlement of each of Petitioners' claims for attorneys fees and costs, PXP shall pay $1,250,000 and County shall pay $350,000 ("Payments"). Before the time provided in Paragraph 28 below for dismissal of the Consolidated Cases expires, Petitioners may elect to provide written notice to PXP and County that it intends to dismiss the Consolidated Cases and, if so, shall provide counsel for PXP executed requests for dismissal of the Consolidated Cases ("Requests"). PXP and County will make their respective Payments to the Greenberg Glusker Fields Claman and Machtinger LLP Client Trust Account by check or wire transfer (with instructions to be provided) within twenty (20) days after receipt of the notice and Requests unless that would result in payment sooner than 45 days after the County Board of Supervisors approves the settlement, in which case Payment will be delivered no later than the 45th day after Board approval. If the above-referenced notice is not provided, the Payments will be made at the expiration of the time provided in Paragraph 28 below with PXP and the County making their respective Payments to the Greenberg Glusker Fields Claman and Machtinger LLP Client Trust Account by check or wire transfer (with instructions to be provided) after the Requests have been delivered to counsel for PXP. In either case, counsel for PXP shall hold the Requests in trust until the Payments by PXP and County have been delivered to Greenberg Glusker Fields Claman and Machtinger and shall thereafter file the Requests with the Court.

19. *Parties Bound.* This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties to this Agreement, including any successors to

any rights of PXP to operate in the Oil Field, and each of them. This Agreement may be enforced by any Party to the Agreement.

20. *Integration.* The Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof and, with the sole and exclusive exception of any contemporaneous or subsequent written agreement between the Parties hereto subscribed by them or their duly authorized officers or agents, all prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. Thus, no covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any Party, except as specifically set forth in this Agreement or any contemporaneous or subsequent written agreement between the Parties subscribed by them or their duly authorized officers or agents.

21. *Non-Assignment of Claims.* Each of the Parties represents and warrants that it has not assigned or transferred any portions of any claim or interest arising out of, related to, or connected with the matters referred to in paragraphs A, B and C of the Recitals in this Agreement to any other individual, firm, corporation or other entity and that no such individual, firm, corporation or other entity has any lien, claim or interest in any of such claims. Each Party shall indemnify each other Party, defend, and hold it harmless from and against any claims, rights, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including, without limitation, attorneys' fees and costs), damages, actions and causes of action, of whatever kind or nature (including, without limitation, any statutory, civil or administrative claim, or any claim, arising out of acts or omissions occurring before the execution of this Agreement) of whatever kind or nature, whether now known or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed, arising out of, related to or connected with any such prior assignment or transfer, or any such purported assignment or transfer.

22. *Settlement of Disputed Claims.* The Parties explicitly acknowledge and covenant that this Agreement represents a settlement of disputed rights and claims and that, by entering into this Agreement, no Party hereto admits or acknowledges the existence of any liability or wrongdoing, all such liability being expressly denied. No provisions hereof, or of any related documents, shall be construed as any admission or concession of liability, or any wrongdoing or of any preexisting liability.

23. *Additional terms.* Each of the Parties represents, warrants and agrees as follows:

    a. Each of the Parties has received prior independent legal advice from legal counsel of its choice with respect to the advisability of making the settlement provided for

herein and with respect to the advisability of executing this Agreement. Each Party's attorney has reviewed the Agreement at length, made any desired changes, and signed the Agreement to indicate the attorney approved the Agreement as to form.

b. Except for statements expressly set forth in this Agreement, no Party has made any statement or representation to any other Party regarding a fact relied upon by the other Party in entering into this Agreement and no Party has relied upon any statement, representation, or promise of any other Party, or of any representative or attorney for any other Party, in executing this Agreement or in making the settlement provided for herein.

c. Each of the Parties has read the Agreement carefully, knows and understands the contents thereof, and has made such investigation of the facts pertaining to the settlement and this Agreement and of all matters pertaining hereto as it deems necessary and desirable.

d. The terms of the Agreement are contractual, not a mere recital, and are the result of negotiations between the Parties.

e. Each of the Parties to the Agreement agrees that such Party will not take any action which would interfere with the performance of this Agreement by any of the other Parties or which would adversely affect the rights provided for herein.

f. This Agreement is intended to be final and binding between the Parties and further intended to be effective as a full and final accord and satisfaction between them as to any issue or claim arising out of, related to, or connected with the matters referred to in paragraphs A, B and C of the Recitals in this Agreement. Each Party relies on the finality of this Agreement as a material factor inducing that Party's execution of this Agreement.

g. The failure by any Party to insist on performance of any of the terms or conditions of this Agreement shall not void any of the terms or conditions hereto, or constitute a waiver or modification of any of the terms or conditions hereto, nor be construed as a waiver or relinquishment by such Party of the performance of any such terms or conditions.

24. *Modifications*. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party

unless made in writing and signed by such Party or by a duly authorized officer or agent of Party, and except, that the County, as required by law, retains the right to amend the CSD, so long as done pursuant to the requirements of law.

25. *Execution.* This Agreement may be executed and delivered in any number of counterparts or copies ("Counterparts") by the Parties. Signatures may be provided via telefacsimile or electronically in PDF format. When each Party has signed and delivered at least one counterpart to the other Parties, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the Parties.

26. *Authority to Execute.* Each Party executing this Agreement further represents and warrants that each has the full right and authority to enter into and perform this Agreement on behalf of the Party for whom each has signed and the full right and authority to bind fully said party to the terms and obligations (including, without limitation, the representations and warranties set forth herein) of this Agreement. The execution and delivery of this Agreement and the performance of the Parties' obligations have been or will be duly authorized by all necessary actions on the part of each of the Parties. This Agreement constitutes the legal, valid and binding obligations on, and of, the Parties.

27. *Covenant Not to Sue.* Each Party covenants not to assert any claim, right or defense that the Agreement is illegal, invalid, void or unenforceable and irrevocably waives any such claim, right or defense.

28. *Dismissal of Consolidated Cases.* Unless Petitioners elect to dismiss the Consolidated Cases sooner in accordance with Paragraph 18 above, within 180 days after execution of this Agreement by all Parties, Petitioners, and each of them, shall cause to be delivered to counsel for PXP the Requests; provided, however, that if a petition or other challenge to this Agreement has been timely filed, or is alleged to be, such Requests shall be delivered to counsel for PXP only if the petition or other challenge is unsuccessful and all avenues of appeal have been exhausted or the time has run to do so. PXP shall file the Requests after the Payments have been delivered as provided in Paragraph 18 above. After such time, the Parties shall take any other steps necessary to dismiss the Consolidated Cases. The Parties, through their counsel of record, shall sign the Stipulation and Proposed Order attached hereto as Exhibit B to be filed with the Court upon execution of this Agreement.

29. *Public Notice.* Following the execution of this Agreement, the Parties shall make an individual and/or joint public statement that shall include each of the elements of

Exhibit A. On an annual basis, the County shall schedule a public discussion at the CAP concerning this Agreement and the status of compliance with its terms. Additionally, the County shall post a copy of this Agreement on the County's Baldwin Hills Community Standards District webpage.

30. *Remedies for Breach.* The County will monitor and enforce PXP's compliance with the terms of the Agreement in the same manner and to the same extent as the County monitors and enforces the terms of the CSD.

    a. The County shall not approve any Annual Drilling Plan nor any application for any new permits on the Oil Field, including any permit to drill or redrill any wells, if PXP is in violation of any of the material terms of paragraphs 1 – 4 and 11.

    b. The terms of this Agreement may be enforced by bringing a breach of contract claim, or any other appropriate claim, in a court of competent jurisdiction.

    c. Nothing herein shall be construed to limit any Parties' claims for damages or other relief, arising out of the breach of the terms of paragraphs 1 through 12 of this Agreement.

31. *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the State of California where it is deemed to have been executed and delivered.

32. *Captions and Headings.* Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing it.

33. *Survival.* Each and all of the covenants, representations and warranties of the Parties set forth in this Agreement shall survive the execution and delivery of this Agreement and the execution and delivery of any other document provided for herein.

34. *Good Faith Provision.* The Parties agree to cooperate fully, reasonably, and in good faith in the implementation of this Agreement. The Parties also agree to execute any and all supplemental documents, and to take all additional lawful and reasonable actions which may be necessary or appropriate to give full force and effect to the basic terms and to fully implement the goals and intent of this Agreement.

IN WITNESS WHEREOF, the Parties and their respective attorneys of record have approved and executed this Agreement on the dates specified below:

RESPONDENTS

COUNTY OF LOS ANGELES, CALIFORNIA

Date: July 14, 2011

By: _____ (for)
ELAINE M. LEMKE,
Principal Deputy County Counsel
Property Division

PETITIONERS

MARK SALKIN

Date: _____, 2011

_____
MARK SALKIN, as an individual

COMMUNITY HEALTH COUNCILS, INC.

Date: _____, 2011

By: _____

NATURAL RESOURCES DEFENSE COUNCIL

Date: _____, 2011

By: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties and their respective attorneys of record have approved and executed this Agreement on the dates specified below:

RESPONDENTS

COUNTY OF LOS ANGELES, CALIFORNIA

Date:_____, 2011

By:_____
ELAINE M. LEMKE,
Principal Deputy County Counsel
Property Division

PETITIONERS

MARK SALKIN

Date: July 14, 2011

_____
MARK SALKIN, as an individual

COMMUNITY HEALTH COUNCILS, INC.

Date: _____, 2011

By: _____

NATURAL RESOURCES DEFENSE COUNCIL

Date: _____, 2011

By: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties and their respective attorneys of record have approved and executed this Agreement on the dates specified below:

RESPONDENTS

COUNTY OF LOS ANGELES, CALIFORNIA

Date:_____, 2011

By:_____
ELAINE M. LEMKE,
Principal Deputy County Counsel
Property Division

PETITIONERS

MARK SALKIN

Date:_____, 2011

_____
MARK SALKIN, as an individual

COMMUNITY HEALTH COUNCILS, INC.

Date: 7/13/2011, 2011

By: _____

NATURAL RESOURCES DEFENSE COUNCIL

Date: _____, 2011

By: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties and their respective attorneys of record have approved and executed this Agreement on the dates specified below:

RESPONDENTS

COUNTY OF LOS ANGELES, CALIFORNIA

Date:_____, 2011

By:_____
ELAINE M. LEMKE,
Principal Deputy County Counsel
Property Division

PETITIONERS

MARK SALKIN

Date:_____, 2011

_____
MARK SALKIN, as an individual

COMMUNITY HEALTH COUNCILS, INC.

Date: _____, 2011

By: _____

NATURAL RESOURCES DEFENSE COUNCIL

Date: July 11, 2011

By: Damon K. Nagami

[SIGNATURES CONTINUED ON NEXT PAGE]

JUL-11-2011 11:07PM Sterling Hotel, Sacramento To:916 448 8EN No. 1285 P. 5/10

CITY OF CULVER CITY

Date: _____, 2011

By: _____
MICHEÁL O"LEARY, Mayor

CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

Date: _____, 2011

By: _____

CITIZEN'S COALITION FOR A SAFE COMMUNITY

Date: _____, 2011

By: _____

REAL PARTY IN INTEREST

PLAINS EXPLORATION & PRODUCTION COMPANY

Date: _____, 2011

By: _____

APPROVED AS TO FORM

COUNTY OF LOS ANGELES OFFICE OF THE COUNTY COUNSEL

Date: _____, 2011

By: _____
ELAINE M. LEMKE
Attorneys for Respondents COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY BOARD OF SUPERVISORS

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CULVER CITY

Date: _____, 2011

By: _____

CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

Date: 7/12, 2011

By: _____

CITIZEN'S COALITION FOR A SAFE COMMUNITY

Date: _____, 2011

By: _____

REAL PARTY IN INTEREST

PLAINS EXPLORATION & PRODUCTION COMPANY

Date: _____, 2011

By: _____

APPROVED AS TO FORM

COUNTY OF LOS ANGELES OFFICE OF THE COUNTY COUNSEL

Date: _____, 2011

By: _____
ELAINE M. LEMKE
Attorneys for Respondents COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY BOARD OF SUPERVISORS

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CULVER CITY

Date: _____, 2011

By: _____

CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

Date: _____, 2011

By: _____

CITIZEN'S COALITION FOR A SAFE COMMUNITY

Date: July 12, 2011

By: Gerd J. Glass

REAL PARTY IN INTEREST

PLAINS EXPLORATION & PRODUCTION COMPANY

Date: _____, 2011

By: _____

APPROVED AS TO FORM

COUNTY OF LOS ANGELES OFFICE OF THE COUNTY COUNSEL

Date: _____, 2011

By: _____
ELAINE M. LEMKE
Attorneys for Respondents COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY BOARD OF SUPERVISORS

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CULVER CITY

Date: _____, 2011

By: _____

CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

Date: _____, 2011

By: _____

CITIZEN'S COALITION FOR A SAFE COMMUNITY

Date: _____, 2011

By: _____

REAL PARTY IN INTEREST

PLAINS EXPLORATION & PRODUCTION COMPANY

Date: _____, 2011

By: _____
DOSS R. BOURGEOIS, EXEC. VP E&P

APPROVED AS TO FORM

COUNTY OF LOS ANGELES OFFICE OF THE COUNTY COUNSEL

Date: _____, 2011

By: _____
ELAINE M. LEMKE
Attorneys for Respondents COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY BOARD OF SUPERVISORS

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CULVER CITY

Date: _____, 2011

By: _____

CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

Date: _____, 2011

By: _____

CITIZEN'S COALITION FOR A SAFE COMMUNITY

Date: _____, 2011

By: _____

REAL PARTY IN INTEREST

PLAINS EXPLORATION & PRODUCTION COMPANY

Date: _____, 2011

By: _____

APPROVED AS TO FORM

COUNTY OF LOS ANGELES OFFICE OF THE COUNTY COUNSEL

Date: July 11, 2011

By: Klema for
ELAINE M. LEMKE
Attorneys for Respondents COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY BOARD OF SUPERVISORS

[SIGNATURES CONTINUED ON NEXT PAGE]

HARDING LARMORE KUTCHER & KOZAL LLP

Date: July 14, 2011

By: _____
KENNETH L. KUTCHER
Attorneys for Petitioners COMMUNITY HEALTH COUNCILS; NATURAL RESOURCES DEFENSE COUNCIL & MARK SALKIN

NATURAL RESOURCES DEFENSE COUNCIL

Date: _____, 2011

By: _____
DAMON NAGAMI
Attorneys for Petitioners COMMUNITY HEALTH COUNCILS; NATURAL RESOURCES DEFENSE COUNCIL & MARK SALKIN

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP

Date: July 14, 2011

By: _____
DAVID E. CRANSTON
Attorney for Petitioner CITY OF CULVER CITY

[SIGNATURES CONTINUED ON NEXT PAGE]

HARDING LARMORE KUTCHER & KOZAL LLP

Date: _____, 2011

By: _____
KENNETH L. KUTCHER
Attorneys for Petitioners COMMUNITY HEALTH COUNCILS; NATURAL RESOURCES DEFENSE COUNCIL & MARK SALKIN

NATURAL RESOURCES DEFENSE COUNCIL

Date: July 11, 2011

By: Damon K. Nagami
DAMON NAGAMI
Attorneys for Petitioners COMMUNITY HEALTH COUNCILS; NATURAL RESOURCES DEFENSE COUNCIL & MARK SALKIN

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP

Date: _____, 2011

By: _____
DAVID E. CRANSTON
Attorney for Petitioner CITY OF CULVER CITY

[SIGNATURES CONTINUED ON NEXT PAGE]

JUL-11-2011 11:07PM Sterling Hotel, Sacramento To:916 448 8EN0. 1285 P. 6/10

THE CITY PROJECT
A 501(c)(3) Public Benefit Corporation

Date: July 12, 2011

By: _____
ROBERT GARCIA
Attorneys for Petitioners CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

LAW OFFICES OF TODD T. CARDIFF

Date: _____, 2011

By: _____
TODD T. CARDIFF
Attorneys for Petitioners CITIZENS COALITIONS FOR A SAFE COMMUNITY

GIBSON DUNN & CRUTCHER LLP

Date: _____, 2011

By: _____
JEFFREY D. DINTZER
Attorneys for Real Parties in Interest PLAINS EXPLORATION AND PRODUCTION COMPANY

THE CITY PROJECT
A 501(c)(3) Public Benefit Corporation

Date: _____, 2011

By: _____
ROBERT GARCIA
Attorneys for Petitioners CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

LAW OFFICES OF TODD T. CARDIFF

Date: July 13, 2011

By: _____
TODD T. CARDIFF
Attorneys for Petitioners CITIZENS COALITIONS FOR A SAFE COMMUNITY

GIBSON DUNN & CRUTCHER LLP

Date: _____, 2011

By: _____
JEFFREY D. DINTZER
Attorneys for Real Parties in Interest PLAINS EXPLORATION AND PRODUCTION COMPANY

THE CITY PROJECT
A 501(c)(3) Public Benefit Corporation

Date: _____, 2011

By: _____
ROBERT GARCIA
Attorneys for Petitioners CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

LAW OFFICES OF TODD T. CARDIFF

Date: _____, 2011

By: _____
TODD T. CARDIFF
Attorneys for Petitioners CITIZENS COALITIONS FOR A SAFE COMMUNITY

GIBSON DUNN & CRUTCHER LLP

Date: July 14, 2011

By: _____
JEFFREY D. DINTZER
Attorneys for Real Parties in Interest PLAINS EXPLORATION AND PRODUCTION COMPANY

EXHIBIT A - Public Statement - Paragraph 29 (Public Notice)

i. The parties have negotiated in good faith a settlement containing important improvements to the Baldwin Hills Community Standards District ("CSD") that could not have been compelled by a court order resulting from the current litigation challenging the County's Environmental Impact Report and the CSD.

ii. The terms of the settlement adequately augment the protections contained in the CSD and, when combined with the existing provisions of the CSD, provide a satisfactory framework for safeguarding community health, safety and security.

iii. The settlement expedites the resolution of significant community concerns and allows the focus of this process to shift to constructive dialogue, implementation, monitoring and establishment of a more effective working relationship between the parties.

EXHIBIT B

CAROL A. SCHWAB (SBN 120183)
City Attorney
HEATHER S. BAKER (SBN 193058)
Assistant City Attorney
CITY OF CULVER CITY
9770 Culver Blvd
Culver City, California 90232
Telephone: 310.253.5660
Fax: 310.253.5664

DAVID E. CRANSTON (SBN 122558)
DCranston@GreenbergGlusker.com
GARRETT L. HANKEN (SBN 057213)
GHanken@GreenbergGlusker.com
SEDINA L. BANKS (SBN 229193)
SBanks@GreenbergGlusker.com
GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590
Telephone: 310.553.3610
Fax: 310.553.0687

Attorneys for Petitioner
CITY OF CULVER CITY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

COMMUNITY HEALTH COUNCILS, INC. et al. Petitioner, v. COUNTY OF LOS ANGELES, and DOES 1 - 30, Inclusive, Respondents, PLAINS EXPLORATION AND PRODUCTION COMPANY, a Delaware corporation et al., Real Parties in Interest. AND CONSOLIDATED CASES	Lead Case No. BS118018 (Consolidated with BS118023, BS118039, BS118056) Assigned To: Hon. James C. Chalfant **STIPULATION TO STAY ACTION AND [PROPOSED] ORDER** Action filing dates: Nov. 25, Nov. 26 & Dec. 1, 2008 Trial date: July 15, 2011

EXHIBIT B

IT IS HEREBY STIPULATED AND AGREED by and among Petitioners, the City of Culver City, Community Health Councils, Inc., Natural Resources Defense Council, Mark Salkin, Concerned Citizens of South Central Los Angeles, and Citizens Coalitions for a Safe Community (collectively "Petitioners"), Respondent, County of Los Angeles ("County") and Real Party-in-Interest, Plains Exploration and Production Company ("PXP")(referred to herein collectively as the "Settling Parties"), through the undersigned, their respective counsel of record, in reference to the following facts:

WHEREAS, the following four consolidated cases (hereinafter collectively the "Consolidated Cases"), were each filed in the Superior Court of the State of California, County of Los Angeles:

a. Lead case *Community Health Councils, Inc., Natural Resources Defense Council and Mark Salkin, petitioners, v. County of Los Angeles, respondents, and Plains Exploration and Production Company, et al., real parties in interest* (Case No. BS118018);

b. *City of Culver City, petitioner and plaintiff, v. County of Los Angeles, Los Angeles County Board of Supervisors, respondents, and Plains Exploration and Production Company, et al., real parties in interest* (Case No. BS118023);

c. *Concerned Citizens of South Central Los Angeles, petitioner, v. County of Los Angeles, respondents, and Plains Exploration and Production Company, et al., real parties in interest* (Case No. BS118039); and

d. *Citizen's Coalition for a Safe Community, petitioner, v. County of Los Angeles, Board of Supervisors of the County of Los Angeles, respondents, and Plains Exploration and Production Company, et al., real parties in interest* (Case No. BS118056).

WHEREAS, the Settling Parties have been engaged in settlement negotiations of the Consolidated Cases and have reached a settlement of the Consolidated Cases, and have entered into a written settlement agreement (the "Settlement Agreement");

WHEREAS, the Settling Parties believe that all necessary and appropriate approvals have been obtained and that the Settlement Agreement is procedurally proper, and enforceable; but to

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

preserve the Settling Parties' rights in the event a challenge is brought against the County's approval of the Settlement Agreement, the Settling Parties have agreed that the dismissal of the Consolidated Cases should not be filed until the time has run for any challenge to be asserted against the County's approval;

WHEREAS, in consideration of the obligations and promises as set forth in the Settlement Agreement, Petitioners have agreed to file requests for dismissal of the Consolidated Cases and take any other necessary steps to dismiss the Consolidated Cases (the "Dismissal Request") within 180 days after execution of the Settlement Agreement by all Settling Parties, unless the County's approval of the Settlement Agreement is timely challenged, or alleged to be, in which case, Petitioners will file the Dismissal Request only if the challenge is unsuccessful and all avenues of appeal have been exhausted or the time has run to do so (collectively the "Challenge Period");

WHEREAS, the Settling Parties desire a stay of the action until the Challenge Period has expired and thereafter dismissal of the Consolidated Cases are effected or, in the alternative, in the unlikely event that any challenge is brought and it succeeds in setting the County approval aside, voiding the Settlement Agreement or otherwise rendering it unenforceable, then the Settling Parties desire that the stay then be lifted and a trial date set;

WHEREAS, the Settling Parties each consent to the proposed stay; and

IT IS THEREFORE HEREBY STIPULATED AND AGREED by and between Petitioners, the County and PXP as follows:

1. The action before the Court shall be stayed in its entirety until the later of (1) 180 days after execution of the Settlement Agreement, January _____, 2012 or (2) if the Settlement Agreement is timely challenged, or alleged to be, until the Challenge Period has expired.

EXHIBIT B

2. Petitioners will file requests for dismissal of the Consolidated Cases and take any other necessary steps to dismiss the Consolidated Cases immediately following the end of the Challenge Period.

3. Alternatively, if the County's approval is set aside, the Settlement Agreement is determined to be unenforceable or void, and all avenues of appeal have been exhausted or waived, then Petitioners shall promptly give notice of same to the Court, the stay shall be lifted and will request that a trial date shall be set.

IT IS SO STIPULATED.

DATED: July ___, 2011

COUNTY OF LOS ANGELES

By:_____
ELAINE M. LEMKE
Attorneys for Respondent
COUNTY OF LOS ANGELES

DATED: July ___, 2011

GIBSON DUNN & CRUTCHER LLP

By:_____
JEFFREY D. DINTZER
Attorneys for Real Parties in Interest
PLAINS EXPLORATION AND PRODUCTION COMPANY, PLAINS RESOURCES, INC. AND THE LLOYD CORPORATION

DATED: July ___, 2011

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP

By:_____
DAVID E. CRANSTON
Attorneys for Petitioner CITY OF CULVER CITY

EXHIBIT B

DATED: July ___, 2011

HARDING LARMORE KUTCHER & KOZAL LLP

By:_____
KENNETH L. KUTCHER
Attorneys for Petitioners COMMUNITY HEALTH COUNCILS, INC., NATURAL RESOURCES DEFENSE COUNCIL & MARK SALKIN

DATED: July ___, 2011

NATURAL RESOURCES DEFENSE COUNCIL

By:_____
DAMON NAGAMI
Attorneys for Petitioners COMMUNITY HEALTH COUNCILS; NATURAL RESOURCES DEFENSE COUNCIL & MARK SALKIN

DATED: July ___, 2011

LAW OFFICES OF TODD T. CARDIFF

By:_____
TODD T. CARDIFF
Attorneys for Petitioner CITIZEN'S COALITION FOR A SAFE COMMUNITY

DATED: July ___, 2011

THE CITY PROJECT

By:_____
ROBERT GARCIA
Attorneys for Petitioner CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES

ORDER

The Court having considered the foregoing Stipulation of the Settling Parties, and good cause appearing therefore,

EXHIBIT B

IT IS HEREBY ORDERED:

(1) All terms of the foregoing Stipulation are hereby adopted as an Order of this Court;

(2) The action before the Court shall be stayed in its entirety until the later of (1) 180 days after execution of the Settlement Agreement, January _____, 2012 or (2) if the Settlement Agreement is timely challenged, or alleged to be, until such time the challenge is determined to be unsuccessful and all avenues of appeal have been exhausted or the time has run to do so (collectively the "Challenge Period").

(3) Petitioners will either:

a. file requests for dismissal of the Consolidated Cases and take any other necessary steps to dismiss the Consolidated Cases immediately following the end of the Challenge Period; or,.

b. if the Settlement Agreement is set aside, or determined to be unenforceable or void, and all avenues of appeal challenging such a decision have been exhausted or waived, then Petitioners shall promptly give notice of same to the Court, the stay shall be lifted and a trial date shall be set.

IT IS SO ORDERED.

DATED:_____

_____
HON. JAMES C. CHALFANT
JUDGE OF THE SUPERIOR COURT