

to the proposed order attached as Exhibit 1, approving the Stipulation and extending the stay of proceedings in this matter in accordance with the terms of this Stipulation.

2. Except to the extent modified by this Stipulation, the definitions contained in Section I of the Agreement apply equally to this Stipulation. In addition, the terms of Section XI and Paragraphs XII.B-F and XII.I-K of the Agreement apply equally to this Stipulation.

3. The Stay described in Paragraph II.A of the Agreement is extended until September 25, 2017, or until Final Action occurs, whichever occurs first, except as provided in paragraphs II.D, II.E, and II.H of the Agreement. Federal Defendants shall make their best effort to facilitate completion of Final Action on BOEM's MMPA Application within the extended Stay period.

4. All terms of the Agreement shall remain operative during the extended Stay period, except to the extent those terms differ from the terms of this Stipulation, in which case the Stipulation controls. Except where noted, paragraphs 5 through 9 of this Stipulation do not apply to permits for Deep Penetration Seismic Surveys issued by BOEM prior to the effective date of this Stipulation.

5. Paragraph I.D of the Agreement is amended to provide as follows:

"Plaintiffs' Areas of Concern" refers to the following four areas:

(1) The Mississippi Canyon, defined as limited to the area bounded by the 200 meter isobath to the north, the 2000 meter isobath to the south, the 90 degree longitude line to the west, and the 88 degree longitude line to the east.

(2) The De Soto Canyon, defined as follows: (a) the area bounded by the 200 meter isobath to the north, the 28 degree latitude line to the south, the 2000 meter isobath to the west, and the 85 degree longitude line to the east; and (b) a 5 kilometer buffer

established around the portion of the area described in (a) falling within the Eastern Planning Area (defined in Exhibit 4 to the Agreement), except that the buffer shall not apply to the west of the boundary line between the Eastern and Central Planning Areas.

(3) Coastal waters shoreward of the 20 meter isobath, and a 5 kilometer buffer extending seaward from the 20 meter isobath.

(4) An area west of the Florida Keys and Tortugas, defined as follows: (a) the area bounded by the 200 meter isobath to the north, the 24 degree latitude line to the south, the 83 degree 30 minute longitude line to the west, and the 81 degree 30 minute longitude line to the east; and (b) a 5 kilometer buffer established around the area described in (a).

A map indicating these four areas (exclusive of buffers) is attached as Exhibit 1 to the Agreement; however, in the event of any conflict between the map and the boundaries defined in this paragraph, the defined boundaries control.

6. Paragraph V of the Agreement is amended to provide as follows:

After the effective date of the Stipulation and so long as the Stay is in effect, and without limiting (1) BOEM's discretion or authority to consider whatever additional measures not described in this section that BOEM may deem necessary or appropriate, or (2) Intervenor-Defendants' ability to challenge such additional measures, BOEM shall analyze in EAs specific to permitting decisions for individual Deep Penetration Seismic Surveys the mitigation measures described in subparagraphs A through G as conditions of approval of any permits for Deep Penetration Seismic Surveys. Federal Defendants' commitment to analyze the following mitigation measures in no way obligates Federal Defendants to require the measures in any resulting permit:

7. Paragraph V.A of the Agreement is amended to provide as follows:

With respect to Deep Penetration Seismic Surveys as defined herein, the permittee shall not: (a) between March 1 and April 30, operate any airguns or any airgun arrays within the area defined in Paragraph I.D(3); and (b) between January 1 and April 30, operate any airguns or any airgun arrays within the portion of the area defined in Paragraph I.D(3) falling within the boundaries of the Unusual Mortality Event in the Northern Gulf of Mexico, as defined by the National Oceanic and Atmospheric Administration, pursuant to section 404 of the Marine Mammal Protection Act, on December 13, 2010 (*i.e.*, the portion of the area defined in Paragraph I.D(3) falling between a line extending seaward from the Texas/Louisiana border to a line extending seaward from the eastern border of Franklin County, Florida). These seasonal limitations shall not apply to Deep Penetration Seismic Survey preparations, including but not limited to the laying of receiver cables, that do not involve the use of airguns or airgun arrays, or sub-bottom profilers (such as in archeological resources surveys that may be required precedent to some Deep Penetration Seismic Surveys). BOEM shall extend the term of any permit affected by the seasonal limitations by a period of time equal to the time period the permit is affected by the seasonal limitations, but shall not extend the term of any affected permit because of the seasonal limitations for a period of time longer than four months.

8. The following new subparagraph G is added to Paragraph V of the Agreement:

G. Incentives for the use of Noise Reduction Technology

For any permittee that proposes and employs Noise Reduction Technology (“NRT”) for reducing or attenuating the sound produced by seismic arrays while conducting Deep Penetration Seismic Surveys, BOEM shall: (a) waive permitting fees; (b) exempt the permittee from the requirements of Paragraphs V.C and V.F; and (c) reduce the buffers referenced in Paragraph I.D.

from 5 kilometers to 1 kilometer. For purposes of this provision, what constitutes NRT shall lie within BOEM's sole discretion. BOEM will notify all other parties of any applications received or permitted pursuant to this provision during the parties' regular status conferences, described at Paragraph XII.A.

9. Paragraph VI of the Agreement is amended to provide as follows:

So long as the Stay is in effect, and consistent with the exemptions and other terms specified in Section V.G for permittees employing NRT, Intervenor-Defendants shall abide by all of the applicable mitigation measures described in Section V.A-F when conducting any Deep Penetration Seismic Surveys pursuant to a permit issued by BOEM during the Stay and after the effective date of the Stipulation, even if the applicable mitigation measures described in Section V.A-F are not included as conditions of the permit itself. When conducting any Deep Penetration Seismic Surveys pursuant to a permit issued by BOEM during the Stay and prior to the effective date of the Stipulation, Intervenor-Defendants shall continue to comply with the terms of the Agreement as approved by the Court on June 24, 2013.

10. Paragraph XII.G of the Agreement is amended to substitute "\$172,000" for both references to "\$160,000."

11. The terms of this Stipulation have been agreed to for purposes of compromise. No party concedes by entering into this Stipulation that any of the permit requirements described above are warranted by scientific evidence or should be imposed after the Stay expires, or that these requirements are sufficient to achieve legal compliance or reduce biological risk over the long term.

Respectfully submitted this 8th day of February, 2016.

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Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

NATURAL RESOURCES DEFENSE COUNCIL)
INC., et al.,)

Plaintiffs,)

v.)

S.M.R. JEWELL, Secretary of the Department of)
the Interior, et al.,)

Defendants.)

and)

AMERICAN PETROLEUM INSTITUTE, et al.,)

Intervenor-Defendants.)

CIVIL ACTION NO. 2:10-cv-01882

SECTION "A"

JUDGE JAY C. ZAINEY

MAGISTRATE JOSEPH C. WILKINSON

ORDER APPROVING STIPULATION TO AMEND SETTLEMENT AGREEMENT

This matter is before the Court on the parties' Joint Motion for Approval of Stipulation to Amend Settlement Agreement ("Stipulation").

For good cause shown, it is hereby ORDERED that the parties' Joint Motion is GRANTED. It is further ORDERED that the Stipulation is APPROVED and ADOPTED, and that the stay of all proceedings in this matter is extended in accordance with the terms of the Stipulation.

Dated: _____, 2016

Judge of the United States District Court