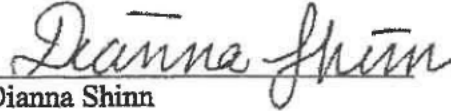


ON BEHALF OF THE STATE OF NEW  
JERSEY



Dianna Shinn  
Deputy Attorney General  
New Jersey Division of Law  
25 Market Street  
P.O. Box 093  
Trenton, NJ 08625-093  
(609) 376-2789

ON BEHALF OF THE STATE OF NORTH  
CAROLINA



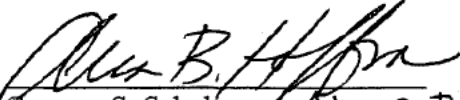
Blake Thomas  
Deputy General Counsel  
North Carolina Department of Justice  
114 W. Edenton St.  
Raleigh, NC 27603  
(919) 716-6414

ON BEHALF OF THE STATE OF OREGON

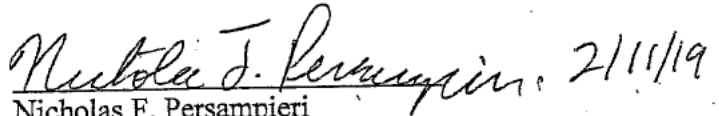


Steve Novick  
Special Assistant Attorney General  
Natural Resources Section  
Oregon Department of Justice  
1162 Court St. NE  
Salem, OR 97301-4096  
(971) 673-1891

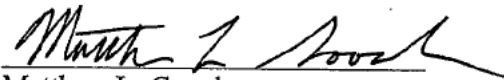
ON BEHALF OF THE STATE OF RHODE  
ISLAND

  
~~Gregory S. Schultz~~ Alison B. Hoffman  
Environmental Unit, Civil Division  
Special Assistant Attorney General  
The State of Rhode Island Office of the  
Attorney General  
150 South Main Street  
Providence, RI - 02903  
(401) 274 4400 Ext: 2400

ON BEHALF OF THE STATE OF  
VERMONT

  
Nicholas F. Persampieri 2/11/19  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609  
(802) 828-6902

ON BEHALF OF THE STATE OF  
VIRGINIA

  
Matthew L. Gooch  
Assistant Attorney General  
Office of the Attorney General  
202 North 9th Street  
Richmond, Virginia 23219  
804 225-3193

**ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON  
INTEREST AGREEMENT REGARDING ARCTIC REFUGE OIL AND GAS MATTERS**

The State of Maine, by and through Margaret A. Bensinger, Assistant Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Maine, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: March 5, 2019

STATE OF MAINE

By:



Name: Margaret A. Bensinger

Title: Assistant Attorney General

**ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON  
INTEREST AGREEMENT REGARDING ARCTIC REFUGE OIL AND GAS MATTERS**

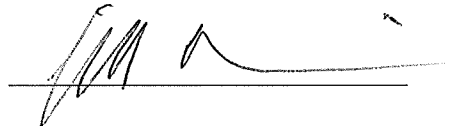
THE STATE OF CONNECTICUT, by and through ATTORNEY GENERAL WILLIAM TONG, desires to become a Party to the attached Agreement.

Now, therefore, counsel for CONNECTICUT, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 3/22/2019

FOR THE STATE OF CONNECTICUT

WILLIAM TONG  
Attorney General

A handwritten signature in black ink, appearing to read 'Jill Lacedonia', is written over a horizontal line.

Jill Lacedonia  
Assistant Attorney General  
Office of the Attorney General  
P.O. Box 120, 55 Elm Street  
Hartford, CT 06141-0120  
(860) 808-5250  
[Jill.Lacedonia@ct.gov](mailto:Jill.Lacedonia@ct.gov)

**ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING ARCTIC REFUGE OIL AND GAS MATTERS**

State of Illinois, by and through <sup>AG Kwame</sup>Raoul, desires to become a Party to the attached Agreement.

Now, therefore, counsel for Illinois, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 10/16/19

NAME OF PARTY: State of Illinois  
Kwame Raoul  
Attorney General

By: JM James  
Name: Jason James  
Title: Assistant Attorney General  
69 W. Washington St.  
18<sup>th</sup> Floor  
Chicago, IL 60602  
312-614-0660  
james@atg.state.il.us

**ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON INTEREST AGREEMENT REGARDING ARCTIC REFUGE OIL AND GAS MATTERS**

state of CO, by and through CO Attorney General's Office, desires to become a Party to the attached Agreement.

Now, therefore, counsel for CO, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 10/31/19

NAME OF PARTY: state of CO  
Philip J. Weiser  
Attorney General

By: [Signature]  
Name: Amy W. Beatie  
Title: Deputy Attorney General, NRE

**ADDENDUM: PARTICIPATION BY ADDITIONAL PARTIES IN COMMON  
INTEREST AGREEMENT REGARDING ARCTIC REFUGE OIL AND GAS MATTERS**

\_\_\_\_\_, by and through \_\_\_\_\_, desires to become a Party to the  
attached Agreement.

Now, therefore, counsel for \_\_\_\_\_, agrees to the terms of the Agreement and  
to deliver copies of this executed Addendum to all Parties to the Agreement within five business  
days.

DATED: \_\_\_\_\_

NAME OF PARTY:

By: \_\_\_\_\_

Name:

Title:

**CONFIDENTIALITY AGREEMENT REGARDING THE SHARING OF  
INFORMATION RELATED TO SETTLEMENT DISCUSSIONS REGARDING  
EXISTING AND ANTICIPATED MOTOR VEHICLE GREENHOUSE GAS EMISSION  
STANDARDS**

The parties to this confidentiality and common interest agreement (the "Agreement"), specifically the California Air Resources Board (CARB), the Ford Motor Company (and any subsidiaries or parent companies), the American Honda Motor Co., Inc. (and any subsidiaries or affiliates), Volkswagen Group of America, Inc. (and any subsidiaries) and any other governmental or non-governmental entity that completes the attached Addendum (collectively "Parties"), anticipate potential enforcement actions which CARB may take to enforce its greenhouse gas standards for motor vehicles.

The current federal motor vehicle greenhouse gas standards and fuel economy standards are in the process of being revised. There is a likelihood that this will lead to litigation involving various entities, potentially including the federal government, the state of California and other states, regulated entities, and other interested parties. The prospect of regulatory changes, administrative proceedings, and litigation creates legal risks and uncertainties for all Parties.

The Parties have a common interest in the continued implementation of a comprehensive state and federal program of harmonized motor vehicle greenhouse gas and fuel economy standards. Failing that, CARB has represented that it intends to enforce its motor vehicle greenhouse gas regulations to the extent allowed by law. The automaker Parties are evaluating their defenses and compliance options in the event of state-specific enforcement of motor vehicle greenhouse gas standards.

In an effort to avoid potential disputes, the Parties seek to enter into settlement discussions toward a potential voluntary agreement that would resolve the rights and obligations of the various Parties with respect to CARB's enforcement of motor vehicle greenhouse gas standards ("Objective"). CARB enters into these discussions by virtue of its authority to enforce its regulations and to engage in settlement discussions at its discretion.

In order to have productive settlement discussions, it may be necessary for the Parties to exchange confidential information related to offers, proposals, the feasibility of various possible settlement provisions, and the like. This document sets forth the Agreement under which the Parties will manage and protect confidential information shared in the course of settlement discussions as outlined above. For the avoidance of doubt, nothing herein obligates any Party to provide any confidential information to any other Party

Therefore, the Parties agree as follows:

1. **Parties.** The Parties to this Agreement are the Ford Motor Company (and any subsidiaries or parent companies), the American Honda Motor Co., Inc. (and any subsidiaries or affiliates), Volkswagen Group of America, Inc. (including any subsidiaries) and any other



governmental or non-governmental entity that joins this Agreement by executing the attached Addendum and distributing a copy to all Parties, as set forth in paragraph 11.

2. **Purpose.** The purpose of this Agreement is to enable the Parties to share confidential information as necessary to facilitate productive discussions aimed at a potential settlement of the Parties' respective rights and obligations with respect to motor vehicle greenhouse gas regulations.
3. **"Information,"** as used in this Agreement, refers to any and all documents, materials, information, and communications, whether oral or written, electronic or paper. "Information" includes, but is not limited to, documents, materials, information, and communications exchanged among the Parties' governing boards, staff, management, consultants, experts, clients, and/or counsel.
4. **"Confidential Information"** is information provided by or exchanged between one Party and another, in furtherance of the Objective, with the expectation of confidentiality. Confidential Information shall also include information provided by or exchanged between the Parties in connection with the Objective, prior to the execution of this Agreement. The signing of this Agreement shall not waive any applicable privilege, protection, immunity or exemption from disclosure or otherwise affect the status of Confidential Information exchanged prior to the signing of this Agreement by the Parties. Parties shall use best efforts to mark Confidential Information in the form of documents or other tangible media with a prominent legend informing the reader that the document is confidential.
5. **Confidentiality Statement.** The Parties agree to protect all communications and documents exchanged among them related to the Objective, regardless of whether such communications or document exchanges occurred before or after the effective date of this Agreement, as Confidential Information.
6. **Non-disclosure.** Confidential Information is to be used by the recipient of the information solely in connection with the Objective. Confidential Information may not be shared by a recipient with any non-party to this Agreement without prior written waiver from the Party whose information the other Party desires to disclose, unless the relevant Party determines that disclosure is: a) required by applicable law; and b) not otherwise covered by paragraph 7 below. In the event that the relevant Party determines that disclosure is required by applicable law and not otherwise covered by paragraph 7, it agrees to use its best efforts, as permitted by applicable law, to give all Parties to this Agreement ten working days' notice prior to disclosure. Each Party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of Confidential Information. Notwithstanding the foregoing, any Party may release, disclose, discuss, or make available Confidential Information to or with its corporate affiliates, governing body, staff, management, consultants, experts, clients, and/or counsel who have a need for such information as part of their responsibilities associated with the Objective, provided that any such persons are notified of their obligation to keep such Confidential Information confidential pursuant to this Agreement.

7. **Requests for Release and/or Disclosure.** The Parties agree and acknowledge that the governmental parties to the agreement are subject to the California Public Records Act and other public records laws, and that nothing in this Agreement is intended to alter or limit the disclosure requirements of such laws. A Party who receives a request from a non-party to release, disclose, discuss, or obtain access to any information, including Confidential Information (whether by way of a subpoena, discovery request, or request under any federal or state statute) shall notify the other Parties of such request prior to the date on which a response to such a request is due, with the goal of providing such notification at least ten calendar days before the response deadline, except for requests under the California Public Records Act, or any other similar laws in other states. When subject to a request under the California Public Records Act, CARB shall follow 17 CCR 91022 and other applicable laws and regulations pertaining to the notification of the Party providing the Confidential Information and the disclosure of public records. When subject to other requests for disclosure, the governmental parties to this Agreement agree to use their best efforts, as permitted by applicable law, to notify the other Parties of the request a reasonable time before releasing documents pursuant to the request. Unless the other Parties consent to disclosure or release of Confidential Information, the Party receiving the request for disclosure shall assert, to the extent authorized by law, and subject to any mandatory disclosure laws or court orders, all relevant and applicable privileges and other objections to the disclosure of such information.

8. **No Agency or Additional Attorney-Client Relationships.** This Agreement shall not create any agency or similar relationship among the Parties, nor shall it alter the existing attorney-client relationships among the Parties or create any new attorney-client relationships. No Party shall have authority to waive any applicable privilege or other confidentiality protection on behalf of any other Party; nor shall any waiver of an applicable privilege or protection by the conduct of any Party be construed to apply to any other Party. Nothing in this Agreement is intended or shall be construed to obligate any of the Parties to disclose or share any information or material relating to the Objective.

9. **Enforcement.** The Parties agree that a breach of a provision of this Agreement by a Party may cause irreparable harm to the other Parties and therefore agree that injunctive relief is the appropriate means to enforce this Agreement. No Party shall be subject to any claim for damages as a result of a breach of this Agreement.

10. **Confidential Business Information.** The automaker Parties may find it appropriate to share confidential business information or trade secret information with CARB and/or other governmental Parties in order to facilitate accomplishment of the Objective. Any automaker Party sharing such information with CARB and/or another governmental Party may include on the relevant document(s) a legend such as “[Party] – Confidential Business Information.” Any Party receiving confidential business information under this Agreement shall not disclose it to other Parties unless required to do so by law. Any confidential business information shared with CARB or other governmental Parties under this Agreement shall be deemed Confidential Information pursuant to paragraph 7. The submitting Party shall be deemed to have submitted a request for confidential treatment of the information as a “trade secret” as defined in California Government Code 6254.7(d) and other applicable laws and regulations, and the requirements of 17 CCR 91011 and other applicable laws and regulations shall be deemed to have been met by

the Party sharing the information. Any requests for the public disclosure of confidential business information shall be handled by CARB in accordance with paragraph 7.

11. **Modification.** It is agreed that any modifications to this Agreement shall be in writing and signed by all Parties. The inclusion of other entities to this Agreement shall not be considered a modification and shall be accomplished by having the new party execute the attached Addendum and distribute a copy to all Parties; provided, however, that if any existing Party to this Agreement provides written notice of its objection within five business days of receipt of notice of the prospective party's execution of such Addendum, the execution of the Addendum by the prospective party shall be considered a Modification requiring the signature of all Parties in order to become effective.

12. **Integration.** This written Agreement memorializes the entirety of the Parties' pre-existing oral agreement regarding the confidentiality of their communications. It is agreed that this Agreement itself, any amendments thereto, and all discussions among the Parties related to the Agreement, is Confidential Information.

13. **Termination.** Any Party to this Agreement may terminate the Agreement as to that Party upon written notice to the other Parties. In such instance, the terminating Party and its counsel will continue to be bound by this Agreement with regard to any Confidential Information received prior to the termination.

14. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, in whole or in part, such determination shall not affect the validity of any other provision of this Agreement.

15. **Nondisqualification Agreement.** The Parties agree that no Party or attorney for a Party to this agreement may attempt to use, in any other legal proceeding or cause which is not related to the subject matter of this agreement, either the fact of the agreement or any information learned as a result of this agreement as a reason to disqualify any other lawyer or law firm acting as counsel in any other legal matter or proceeding. Nothing in this Agreement diminishes or waives in any way the ability of a Party thereto to formulate its own positions in any legal proceeding.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original hereof, and all counterparts so executed shall collectively constitute one binding agreement of the Parties, notwithstanding that all Parties are not signatory to the same counterpart. Counsel signing this Agreement on behalf of the named Party or Parties it represents certifies that it has the authority to execute this Agreement on behalf of said Party or Parties, that Counsel has fully informed the Party or Parties it represents of the terms of this Agreement, and that its Party-clients have agreed to be bound by all of the terms of this Agreement.

17. **Effective Date and Prior Disclosure.** This Agreement becomes effective upon execution by CARB and any one of the other automaker Parties. However, the Parties agree that all Confidential Information previously disclosed by one Party to another Party in connection with the Objective is subject to this Agreement.

18. **Term of Agreement.** The obligations of this Agreement shall expire five [5] years after its Effective Date unless the term is extended by modification pursuant to paragraph 11.


It is so AGREED.

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For the California Air Resources Board

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For the Ford Motor Company

 7-17-19  
For the American Honda Motor Co., Inc.  
Jenny Gilger, Vice President, Product Regulatory Office

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For the Volkswagen Group of America, Inc.

18. **Term of Agreement.** The obligations of this Agreement shall expire five [5] years after its Effective Date unless the term is extended by modification pursuant to paragraph 11.

It is so AGREED.

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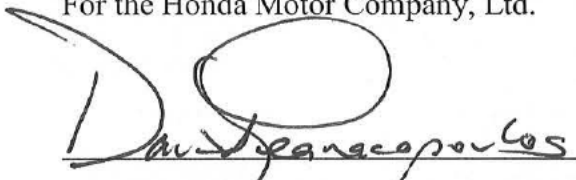
For the California Air Resources Board

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For the Ford Motor Company

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For the Honda Motor Company, Ltd.

A handwritten signature in black ink, appearing to read "David J. Langcopoulos". The signature is written in a cursive style with a large, prominent "D" and "L".

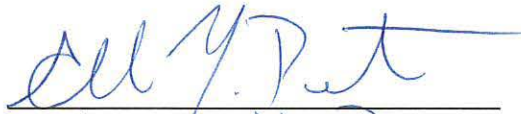
For the Volkswagen Group of America, Inc.

7/15/19

Confidential

18. **Term of Agreement.** The obligations of this Agreement shall expire five [5] years after its Effective Date unless the term is extended by modification pursuant to paragraph 11.

It is so AGREED.

  
7/15/2019  
Ellen M. Peter, Chief Counsel  
For the California Air Resources Board

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For the Ford Motor Company

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For the Honda Motor Company, Ltd.

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For the Volkswagen Group of America, Inc.

7/15/19

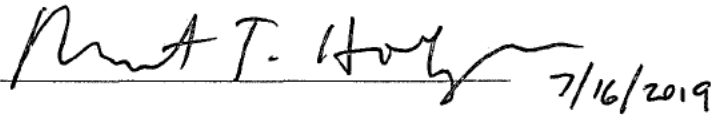
*Confidential*

18. **Term of Agreement.** The obligations of this Agreement shall expire five [5] years after its Effective Date unless the term is extended by modification pursuant to paragraph 11.

It is so AGREED.

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For the California Air Resources Board



7/16/2019

For the Ford Motor Company  
Robert T. Holycross, Global Director, SE&SE

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For the American Honda Motor Co., Inc.

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For the Volkswagen Group of America, Inc.

7/15/19

Confidential

**ADDENDUM**

**TO CONFIDENTIALITY AGREEMENT REGARDING THE SHARING OF  
INFORMATION RELATED TO SETTLEMENT DISCUSSIONS REGARDING  
EXISTING AND ANTICIPATED MOTOR VEHICLE GREENHOUSE GAS EMISSION  
STANDARDS**

BMW of North America, LLC (BMW NA), by and through counsel, desires to become a Party to the attached Agreement.

Now, therefore, counsel for BMW NA, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: July 18, 2019

NAME OF PARTY: BMW of North America, LLC

By:   
Name: Mark W. Redman  
Title: Corporate Counsel



ADDENDUM

TO CONFIDENTIALITY AGREEMENT REGARDING THE SHARING OF INFORMATION RELATED TO SETTLEMENT DISCUSSIONS REGARDING EXISTING AND ANTICIPATED MOTOR VEHICLE GREENHOUSE GAS EMISSION STANDARDS

The Commonwealth of Massachusetts, by and through the Office of Massachusetts Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the Commonwealth of Massachusetts, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: Aug. 30, 2019

NAME OF PARTY:

COMMONWEALTH OF MASSACHUSETTS  
Attorney General Maura Healey

By: [Signature]

Name: Christophe Courchesne

Title: Assistant Attorney General and Chief, Environmental Protection Division

ADDENDUM

TO CONFIDENTIALITY AGREEMENT REGARDING THE SHARING OF INFORMATION RELATED TO SETTLEMENT DISCUSSIONS REGARDING EXISTING AND ANTICIPATED MOTOR VEHICLE GREENHOUSE GAS EMISSION STANDARDS

The State of New York, by and through <sup>the New York State</sup> ~~General~~ <sup>Attorney</sup>, desires to become a Party to the attached Agreement.

Now, therefore, counsel for New York, agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: 10/23/19

NAME OF PARTY: state of New York

By: Gavin G. McCabe  
Name: Gavin G. McCabe  
Title: Assistant Attorney General

**ADDENDUM**

**TO CONFIDENTIALITY AGREEMENTS REGARDING THE SHARING OF  
INFORMATION RELATED TO SETTLEMENT DISCUSSIONS REGARDING  
EXISTING AND ANTICIPATE MOTOR VEHICLE GREENHOUSE GAS EMISSION  
STANDARDS**

The State of New Jersey, by and through the New Jersey Attorney General, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of New Jersey agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: September 23, 2019

NAME OF PARTY: State of New Jersey

By: Aaron Love

Aaron A. Love  
Deputy Attorney General  
New Jersey Division of Law  
25 Market Street, PO Box 093  
Trenton, NJ 08625-0093  
(609) 376-2762  
aaron.love@law.njoag.gov

**ADDENDUM**

**TO CONFIDENTIALITY AGREEMENT REGARDING THE SHARING OF  
INFORMATION RELATED TO SETTLEMENT DISCUSSIONS REGARDING  
EXISTING AND ANTICIPATED MOTOR VEHICLE GREENHOUSE GAS EMISSION  
STANDARDS**

Washington State, by and through Robert W. Ferguson, Attorney General for the State of Washington, desires to become a Party to the attached Agreement.

Now, therefore, counsel for the State of Washington agrees to the terms of the Agreement and to deliver copies of this executed Addendum to all Parties to the Agreement within five business days.

DATED: September 3, 2019

NAME OF PARTY: State of Washington

BY:



Name: Emily C. Nelson, WSBA #48440  
Title: Assistant Attorney General  
Washington State Office of the Attorney General