

**ADDENDUM TO SETTLEMENT AGREEMENT BETWEEN
CALIFORNIA AIR RESOURCES BOARD AND UNIVERSAL CITY STUDIOS LLC**

This Addendum ("Addendum") is made and entered into by and between the California Air Resources Board ("CARB") and Universal City Studios LLC ("Universal") and constitutes an addendum to the settlement agreement entered between CARB and Universal on or about May 19, 2021 (the "Settlement Agreement"). Except as set forth below, all terms and conditions of the Settlement Agreement remain in force and effect. In the event of a conflict between the terms of this Addendum and the terms of the Settlement Agreement, this Addendum shall govern.

1. CARB and Universal agree that the Settlement Agreement is hereby amended by deleting Paragraph 9 ("Compliance Plan") and by substituting the following:

* * *

(9) Compliance Plan. Universal shall submit documentation as specified in Paragraph 9.3 to CARB indicating that the vehicles listed in **Settlement Agreement Attachment 1** have been removed from the fleet, in accordance with the Documentation Deadlines specified in **Addendum Attachment 1**.

9.1 Where a Documentation Deadline in Addendum Attachment 1 runs from delivery of a replacement vehicle, "delivery" shall be deemed to have occurred when Universal takes physical custody of the fully assembled replacement vehicle identified in Addendum Attachment 1 on final delivery from the vehicle fabricator.

9.2 For purposes of this agreement, "removed from the fleet" means taking at least one of the following actions:

- a. Transferring title to the vehicle;
- b. Removing the vehicle from the State of California;
- c. Scrapping the vehicle;
- d. Filing a certificate of non-operation with the California DMV and operating the vehicle only for the limited purpose of demonstrating the functionality of the vehicle to potential buyers, transporting the vehicle to an auction house or to a potential buyer, moving the vehicle short distances for maintenance, or transporting the vehicle out of State to a storage or other similar facility while awaiting sale; or
- e. Registering and maintaining the vehicle as a "low-use vehicle" within the meaning of the Truck and Bus Regulation, with respect only to unit numbers 384, 385, and 386.

- f. Registering and maintaining the vehicle as a “low-use vehicle” within the meaning of the Truck and Bus Regulation, with respect only to unit numbers 384, 385, and 386.

9.3 The following types of documentation shall suffice for purposes of demonstrating that the vehicles in Attachment 1 were removed from the fleet in accordance with this Paragraph and thereby meeting the Documentation Deadlines specified in Addendum Attachment 1:

“Removed from fleet” Option	Documentation
a. Transferring title to the vehicle	CA DMV Release of Liability and/or auction house consignment form
b. Removing the vehicle from California	Completed registration transfer form or registration document from the new state
c. Scrapping the vehicle	DMV “junk” certificate
d. Non-op	DMV non-op certificate
e. Low-use (384, 385, 386)	TRUCRS registration

* * *

2. CARB and Universal further agree that the Settlement Agreement is hereby amended by deleting Paragraph 11 (“Suspended Penalties”) and by substituting the following:

* * *

- (11) Suspended Penalties. If Universal has not fully complied with the requirements set out in this Settlement Agreement by the last Documentation Deadlines set forth in this Addendum Attachment 1, the Parties agree that CARB may invoke this paragraph to require Universal to pay a suspended penalty of eighty-seven thousand dollars (\$87,000 USD) to CARB for deposit into the Air Pollution Control Fund for the purpose of carrying out its functions and duties.

* * *

Addendum to Universal City Studios LLC Settlement Agreement
CARB Case Number C00513

IN WITNESS WHEREOF, the parties agree to the effectiveness of this Addendum upon full execution:

California Air Resources Board

Signature: /S/

Name: Ellen M. Peter

Title: Chief Counsel

Date: December 22, 2021

Universal City Studios LLC

Signature: /S/

Name: Bridget A. Hauler

Title: Vice President, Litigation

Date: December 20, 2021

ADDENDUM ATTACHMENT 1

Unit #	Make	Model	EMY	Engine Family	VIN	Documentation Deadline
386	VOLVO	VNM42T2XL	2006	D12*571000*D2*AH	4V4M19GF87N461400	January 1, 2022
380	PETERBILT	30'10TONC/S	2002	2CEXH0505CAO	2NPNLZ9X93M596548	January 1, 2022
381	PETERBILT	30'10TONC/S	2005	4CEXH0505CAX	2NPNLZ9X05M847198	January 1, 2022
384	PETERBILT	30'10TONC/S	2006	6CEXH0505CAX	2NPLLZ9X27M669076	January 1, 2022
481	FREIGHTLINER	ARGOSYW/GEN	2004	06RE123496	1FVXAXCG69LAF8996	January 1, 2022
482	FREIGHTLINER	ARGOSYW/GEN	2004	060RE123497	1FVXAXCGX9LAF8998	January 1, 2022
483	FREIGHTLINER	ARGOSYW/GEN	2004	06RE123499	1FVXAXCG49LAF8995	January 1, 2022
469	VOLVO	VNL64T 3XL	2001	D12C239047	4V4NC9GH12N330477	January 1, 2022
484	FREIGHTLINER	ARGOSY W/GENS	1998	WCPXHH0893ERK	1FUYLXZB8XLB44133	January 1, 2022
382	PETERBILT	30'10TONC/S	2005	4CEXH050CAR	2NPNLZ9X25M847199	January 1, 2022
383	PETERBILT	30'10TONC/S	2006	6CEXH0505CAX	2NPLLZ9X26M669075	January 1, 2022
487	FREIGHTLINER	ARGOSY W/GENS	1996	1CP729EZDARL	1FUYLWEB2XLB48968	January 1, 2022
488	FREIGHTLINER	ARGOSY W/GENS	1996	1CP729EZDARL	1FUYLWEB9XLB48966	January 1, 2022
489	FREIGHTLINER	ARGOSY W/GENS	1996	1CP729EZDARL	1FUYLWEB4XLB48969	January 1, 2022
						<i>Eight (8) Weeks from Delivery of the Following Replacement Vehicles:</i>
379	PETERBILT	30'10TONC/S	2002	15C315	2NPNLZ9X73M596547	3 TON STAKE BODY (Int'l CV 515)
486	FREIGHTLINER	ARGOSY W/GEN	1996	1CP729EZDARL	1FUYLWEB0XLB48970	3 AXLE TRACTOR (Int'l LT 6x4)

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388	VOLVO	VNM42T 2XL	1998	1CP729EZDARL	4VA7BAGF5WN758938	2 AXLE TRACTOR (Int'l LT 4x2)
390	PETERBILT	10TON VAN	2000	YCEXH0505CAH	2NPNLZ9XXYM526483	10 TON UTILITY BOX (Int'l MV 607)
391	PETERBILT	10TON VAN	2000	YCEXH0505CAH	2NPNLZ9X1YM526484	10 TON UTILITY BOX (Int'l MV 607)
392	PETERBILT	10TON VAN	2000	YCEXH050CAH	2NPNLZ9X5YM526486	10 TON UTILITY BOX (Int'l MV 607)
393	PETERBILT	10TON VAN	2000	4CEXH0505CAH	2NPNLZ9X3YM526485	10 TON UTILITY BOX (Int'l MV 607)
394	PETERBILT	10TON VAN	2001	1CEXH050CHO	2NPNLZ9X11M560074	10 TON UTILITY BOX (Int'l MV 607)
395	PETERBILT	10TON VAN	2001	1CEXH0505CHO	2NPNLZ9X02M573643	10 TON UTILITY BOX (Int'l MV 607)
396	PETERBILT	10TON VAN	2001	1CEXH0505CHO	2NPNLZ9X62M580693	10 TON UTILITY BOX (Int'l MV 607)
397	PETERBILT	10TON VAN	2001	1CEXH0505CHO	2NPNLZ9X42M580692	10 TON UTILITY BOX (Int'l MV 607)
398	PETERBILT	10TON VAN	2001	1CEXH0505CHO	2NPNLZ9X53M596546	10 TON UTILITY BOX (Int'l MV 607)
399	PETERBILT	10TON VAN	2004	4CEXH0505CAR	2NPNLZ9X75M847196	10 TON UTILITY BOX (Int'l MV 607)
400	PETERBILT	10TON VAN	2004	4CEXH0505CAR	2NPNLZ9X95M847197	10 TON UTILITY BOX (Int'l MV 607)
480	FREIGHTLINER	ARGOSY W/GEN	2004	06RE123498	1FVXAXCG89LAF8997	3 AXLE TRACTOR
389	VOLVO	VNM42T2XL	2003	D12336907D2A	4V4M19GF34N356291	2 AXLE TRACTOR
385	VOLVO	VNM42T2XL	2006	D12*571659*D2*AH	4V4M19GFX7N461401	2 AXLE TRACTOR
477	VOLVO	VNL64T3003XL	2003	3UTXH1Z 1505	4V4NC9GH04N356295	3 TON STAKE BODY (Int'l CV 515)

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478	VOLVO	VNL64T3003X	2003	3UTXH1Z 1505	4V4NC9GH54N356292	3 TON STAKE BODY (Int'l CV 515)
476	VOLVO	VNL64T3003X	2003	3UTXH1Z 1505	4V4NC9GH74N356293	3 TON STAKE BODY (Int'l CV 515)
479	VOLVO	VNL64T3003X	2003	3UTXH12 1505	4V4NC9GH94N356294	3 TON STAKE BODY (Int'l CV 515)