AGREEMENT

RECITALS

This Agreement ("Agreement") is entered into between the State of California's Air Resources Board ("CARB") and Caterpillar Inc. ("Caterpillar"), a Delaware corporation doing business in California, together "The Parties."

WHEREAS CARB alleges that Caterpillar sold, offered for sale, or introduced or delivered for introduction into commerce in California new motor vehicle and non-road engines that did not conform to the design specifications in its applications for executive orders in that Caterpillar did not include in the same shipment with the engines the after treatment device ("catalyst") specified in its applications for executive orders and/or in that the engines did not conform to the fuel injector and fuel map settings specified in Caterpillar's applications for executive orders.

WHEREAS CARB alleges that Caterpillar did not submit emissions defect information reports within 15 business days of discovering that defects affected 25 engines of a given model and model year.

WHEREAS CARB alleges that Caterpillar sold, or caused the sale of non-road engines without an affixed emission information label.

WHEREAS CARB alleges that Caterpillar's actions or omissions described above violated California Health and Safety Code sections 43106, 43152, 43153, 43205, 43205.5, 43211, 43212, and Title 13, California Code of Regulations, sections 2144 and 2420-2427 (including test procedures incorporated by reference therein).

WHEREAS Caterpillar denies the violations CARB alleges and does not admit any liability to the State of California arising out of the transactions or occurrences alleged.

WHEREAS the U.S. Environmental Protection Agency alleges substantially as above with regard to said engines entering commerce in the United States and on July 28, 2011, simultaneously filed both a Complaint with those allegations and a proposed Consent Decree settling them in the U.S. District Court for the District of Columbia. The Consent Decree was entered on September 7, 2011 and is attached hereto as Exhibit A.

WHEREAS the Parties recognize that this Agreement has been negotiated by the Parties in good faith, will avoid litigation between the Parties, and is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, the Parties AGREE as follows:

I. APPLICABILITY

1. This Agreement applies to, and is binding upon, CARB and upon Caterpillar, its successors, and assigns, and any other entities or persons otherwise bound by law. No transfer or change in ownership, or change of corporate or other legal status of, or by, Caterpillar, including but not limited to the sale of Caterpillar or transfer of any of its assets or real or personal property, shall relieve the responsibilities of Caterpillar, its successors or assigns under this Agreement.

2. In any action to enforce this Agreement, Caterpillar shall not raise as a defense the failure by any of its officers, directors, employees, agents, contractors, or any other entities or persons otherwise bound by law, to take any actions necessary to comply with the provisions of this Agreement.

II. DEFINITIONS

3. Terms used in this Agreement that are defined in California's Health and Safety Code or in regulations promulgated pursuant thereto have the meanings assigned to them in the Health and Safety Code or such regulations, unless otherwise provided in this Agreement. If, however, the definition of a term herein would be inconsistent with a definition of the same term in the federal Consent Decree, the parties shall apply the definition that would be applied under the Consent Decree. Whenever the terms set forth below are used in this Agreement, the following definitions shall apply:

a. "Executive Order" means the document issued by CARB for a motor vehicle engine or a non-road engine under Sections 43102 and 43013/43018 of California's Health and Safety Code, respectively, to indicate that an engine conforms to the requirements thereof, and regulations issued thereunder.

b. "Complaint" means the complaint filed July 28, 2011 by the United States in the U.S. District Court for the District of Columbia in its separate action against Caterpillar regarding the allegations described above;

c. "Agreement" means this Agreement;

d. "CARB" means the California Air Resources Board;

e. "Day" means a calendar day unless expressly stated to be a business day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal or California holiday, the period shall run until the close of business of the next business day;

f. "EPA" means the United States Environmental Protection Agency and any of its successor departments or agencies;

g. "Effective Date" has the meaning provided in Section XIII;

h. "Paragraph" means a portion of this Agreement identified by an arabic numeral;

i. "Parties" means the State of California's Air Resources Board and Caterpillar;

j. "Section" means a portion of this Agreement identified by a roman numeral; and

k. "United States" means the United States of America, acting on behalf of EPA.

III. CIVIL PENALTY

4. Caterpillar shall pay a total penalty of $2,550,000.00 to the United States and CARB with regard to the conduct at issue in the Complaint and associated Recitals in this Agreement. Of this total, Caterpillar has paid $2,040,000.00 plus accrued interest to the United States. Caterpillar shall pay the remaining $510,000.00 to CARB within 30 Days of the Effective Date of this Agreement in accordance with the terms and conditions of this Agreement.

5. Caterpillar shall pay the civil penalty to CARB in accordance with written instructions CARB will provide to Caterpillar. At the time of payment, Caterpillar shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to this Agreement, by email to zmalchen@arb.ca.gov, and by mail to:

Zina Malchenko
Administrative Services Division, Fiscal Branch
California Air Resources Board
1001 I Street
Sacramento, CA 95814

6. Caterpillar shall not deduct any penalties paid under this Agreement pursuant to this Section or Section VI (Stipulated Penalties) in calculating its federal or California income tax.

IV. COMPLIANCE REQUIREMENTS

7. Recall of Engines Equipped with Incorrect Catalyst and/or Fuel Injector or Fuel Map Settings. Caterpillar commenced the required recalls for engines equipped with incorrect catalysts or incorrect fuel injector or fuel map settings between August 15, 2002 and April 23, 2005. In accordance with the federal Consent Decree, Caterpillar reopened and/or continued the recalls until December, 31, 2011, and, during this time, continued to make available the correct catalyst and/or fuel injector or fuel map settings, and has agreed to pay for parts and labor used or expended by the person who implemented any replacement.

8. Caterpillar has previously provided records regarding the implementation of the recall to CARB. Caterpillar shall continue to maintain records to enable CARB to monitor the implementation of the recall, including, but not limited to: the quarterly and cumulative number of engines that have had the catalyst replaced and copies of warranty claim reports for the recall. Caterpillar shall promptly provide these records to CARB upon request.

9. Recoupment of Excess Emissions. As mitigation to the United States and California (through CARB) for the excess pollution generated by the installation of the improper catalysts and/or incorrect fuel injector or fuel map settings, Caterpillar has retired 17.6 tons (16.0 Mg) of nitrogen oxides (NOx) plus non-methane hydrocarbons (NMHC) and 0.97 tons (0.88 Mg) of particulate matter (PM) (collectively the "credits"). Caterpillar has permanently retired any credits designated and/or purchased for this purpose and Caterpillar shall not use such credits for any additional purpose.

10. Shipment of Engines without Catalysts or Other Emission Control Device.

Caterpillar shall not sell, offer for sale, introduce or deliver for introduction into commerce in California any new motor vehicle or non-road engines without the catalyst or other emission control device specified in the application for a CARB-issued Executive Order, except as specifically-provided in the application for executive order.

11. Defect Investigation and Reporting. Where defect reporting is required under paragraph 13 of the federal Consent Decree for an engine family for which CARB has issued an Executive Order, Caterpillar shall also report such defects to CARB.

V. REPORTING REQUIREMENTS

12. All reports shall be submitted to the persons designated in Section XII of this Agreement (Notices).

13. Each report submitted by Caterpillar under this Section shall be signed by an official of the submitting party and include the following certification:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

14. The reporting requirements of this Agreement do not relieve Caterpillar of any reporting obligations required by the California Health and Safety Code or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

15. Any information provided pursuant to this Agreement may be used by CARB in any proceeding to enforce the provisions of this Agreement and as otherwise permitted by law.

VI. STIPULATED PENALTIES

16. Caterpillar shall be liable for stipulated penalties to CARB for violations of this Agreement as specified below, unless excused under Section VII (Force Majeure).

17. If Caterpillar fails to pay the civil penalty required to be paid to CARB by the deadline in Paragraph 4, Caterpillar shall pay both interest at the legal rate and a stipulated penalty of $200.00 per Day for each Day that the payment is late.

18. If Caterpillar fails to retire the required number of credits of NO_x + NMHC or PM by the deadline set forth in Paragraph 9, it shall pay to CARB a stipulated penalty of $100.00 per day for each day the credits are not retired.

19. For each shipment of an engine into California without the catalyst or other emission control device in violation of Paragraph 10, or sale of any engine with an emission control device that does not conform to the design specified in the application for Executive Order applicable to that engine, Caterpillar shall pay a stipulated penalty of $160 per device per engine.

20. For each day Caterpillar fails to comply with Paragraph 11 defect and investigation reporting requirements, including failure to timely file an EDIR or to timely initiate a defect investigation: for each violation: 1st thru 10th day - $100 per day; 11th thru 30th day - $150 per day, and after 30th day - $200 per day.

21. Stipulated penalties under Paragraphs 16-18, and 20 shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall

continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Agreement.

22. Caterpillar shall pay any stipulated penalty within 30 Days of receiving CARB's written demand.

23. CARB may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Agreement.

24. Stipulated penalties shall continue to accrue as provided in Paragraph 21, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of CARB that is not challenged in Court, Caterpillar shall pay accrued penalties determined to be due, together with interest, to CARB within 30 Days of the effective date of the agreement or the receipt of CARB's decision.

b. If the dispute is challenged in Court and CARB prevails in whole or in part, Caterpillar shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the Court's decision and CARB prevails in whole or in part, Caterpillar shall pay all accrued penalties determined to be due, together with interest, within 15 Days of receiving the final appellate court decision.

25. Caterpillar shall pay stipulated penalties due to CARB in the manner set forth in and with the confirmation notices required by Paragraph 5, except that the transmittal letter

shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

26. If Caterpillar fails to pay stipulated penalties according to the terms of this Agreement, Caterpillar shall be liable for the additional legal rate of interest on such penalties, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit CARB from seeking any remedy otherwise provided by law for Caterpillar's failure to pay any stipulated penalties.

27. Subject to the provisions of Section X of this Agreement (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Agreement shall be in addition to any other rights, remedies, or sanctions available to CARB for Caterpillar's violation of this Agreement or applicable law including CARB's right to recoup excess emissions caused by any violation of this Agreement. Where a violation of this Agreement is also a violation of California's Health and Safety Code, Caterpillar shall be allowed a credit for any stipulated penalties paid, against any statutory penalties imposed for such violation.

VII. FORCE MAJEURE

28. "Force majeure," for purposes of this Agreement, is defined as any event arising from causes beyond the control of Caterpillar, of any entity controlled by Caterpillar, or of Caterpillar's contractors, that delays or prevents the performance of any obligation under this Agreement despite Caterpillar's best efforts to fulfill the obligation. The requirement that Caterpillar exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the

greatest extent possible. "Force Majeure" does not include Caterpillar's financial inability to perform any obligation under this Agreement.

29. If any event occurs or has occurred that may delay the performance of any obligation under this Agreement, whether or not caused by a force majeure event, Caterpillar shall provide a notice within 15 days in writing to CARB that includes an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Caterpillar's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Caterpillar, such event may cause or contribute to an endangerment to public health, welfare or the environment. Caterpillar shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Caterpillar from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Caterpillar shall be deemed to know of any circumstance of which Caterpillar or Caterpillar's contractors knew or should have known.

30. If CARB agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Agreement that are affected by the force majeure event shall be extended by CARB for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation.

CARB shall notify Caterpillar in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

31. If CARB does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, CARB shall notify Caterpillar in writing of its decision.

32. If Caterpillar elects to invoke the dispute resolution procedures set forth in Section VIII (Dispute Resolution) with regard to a force majeure, it shall do so no later than 15 Days after receipt of CARB's notice. In any such proceeding, Caterpillar shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Caterpillar complied with the requirements of Paragraphs 28 and 29, above. If Caterpillar carries this burden, the delay at issue shall be deemed not to be a violation by Caterpillar of the affected obligation of this Agreement identified to CARB.

VIII. DISPUTE RESOLUTION

33. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Agreement. Caterpillar's failure to seek resolution of a dispute under this Section shall preclude Caterpillar from raising any such issue as a defense to an action by CARB to enforce any obligation of Caterpillar arising under this Agreement.

34. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Caterpillar sends CARB a written Notice of Dispute. Such

Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by CARB shall be considered binding unless, within 10 Days after the conclusion of the informal negotiation period, Caterpillar invokes formal dispute resolution procedures as set forth below.

35. Formal Dispute Resolution. Caterpillar shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on CARB a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Caterpillar's position and any supporting documentation relied upon by Caterpillar.

36. CARB shall serve its Statement of Position within 30 Days of receipt of Caterpillar's Statement of Position. CARB's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by CARB. CARB's Statement of Position shall be binding on Caterpillar, unless Caterpillar files a motion for judicial review of the dispute in accordance with the following Paragraph.

37. Caterpillar may seek judicial review of the dispute by filing with a court of appropriate jurisdiction and serving on CARB, in accordance with Section XII of this Agreement (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of CARB's Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Caterpillar's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the

relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Agreement. The motion may not raise any argument or matter not addressed by Caterpillar in its Statement of Position under Paragraph 35.

38. CARB shall respond to Caterpillar's motion within the time period allowed by the applicable rules of court. Caterpillar may file a reply memorandum, to the extent permitted by those rules.

39. Standard of Review. Caterpillar shall bear the burden of demonstrating that its position complies with this Agreement and better furthers the objectives of the Agreement.

40. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Caterpillar under this Agreement, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 24. If Caterpillar does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI (Stipulated Penalties).

IX. INFORMATION COLLECTION AND RETENTION

41. Until three years after the termination of this Agreement, Caterpillar shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Caterpillar's performance of its obligations under this Agreement. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any

time during this information-retention period, upon request by CARB, Caterpillar shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

42. Upon request by CARB, Caterpillar shall deliver any such documents, records, or other information to CARB. Caterpillar may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Caterpillar asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Caterpillar. However, no documents, records, or other information created or generated pursuant to the requirements of this Agreement shall be withheld on grounds of privilege.

43. Caterpillar may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under the procedures in Title 17, California Code of Regulations, Sections 91000-91022. As to any information that Caterpillar seeks to protect as CBI, Caterpillar shall follow the procedures set forth in said sections.

44. This Agreement in no way limits or affects any right of entry and inspection, or any right to obtain information, held by CARB pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Caterpillar to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

X. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

45. This Agreement fully resolves the civil claims of CARB against Caterpillar for the violations alleged in this Agreement, CARB's Notice of Violation dated April 17, 2008, and the complaint filed by the U.S. Environmental Protection Agency on July 28, 2011.

46. CARB reserves all legal and equitable remedies available to enforce the provisions of this Agreement, except as expressly stated in Paragraph 45. This Agreement shall not be construed to limit the rights of CARB to obtain penalties or injunctive relief under the California Health and Safety Code or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 45.

47. This Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Caterpillar is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Caterpillar's compliance with this Agreement shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. CARB does not, by its consent to the entry of this Agreement, warrant or aver in any manner that Caterpillar's compliance with any aspect of this Agreement will result in compliance with provisions of the Act or with any other provisions of federal, State, or local laws, regulations, or permits.

48. This Agreement does not limit or affect the rights of Caterpillar or of CARB against any third parties not party to this Agreement nor does it limit the rights of third parties not party to this Agreement against Caterpillar, except as otherwise provided by law.

49. This Agreement shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Agreement.

XI. COSTS

50. The Parties shall bear their own costs of this action, including attorneys' fees, except that should this Court subsequently determine that Caterpillar violated the terms or conditions of this Agreement, then Caterpillar shall be liable to CARB for any costs and attorneys' fees that CARB incurs in any action or proceeding to enforce this Agreement, including, but not limited to, a proceeding to collect any unpaid balance of the civil penalty specified in Section III or any unpaid balance of a stipulated penalty or interest to be paid in accordance with Section VI.

XII. NOTICES

51. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Agreement, they shall be made in writing and addressed as follows:

To CARB:

Paul Jacobs
Chief, Mobile Source Enforcement Branch
California Air Resources Board
1001 I Street
Sacramento, CA 95814

and

William Brieger
Special Counsel
California Air Resources Board
1001 I Street
Sacramento, CA 95814

To Caterpillar:

Mark Rein – Emissions Conformances & Systems Manager
Caterpillar, Inc.
FAC 40, MOS 11
P.O. Box 600

Mossville, IL 61552

and

Eric A. Braun
Senior Corporate Counsel
Caterpillar, Inc.
100 N.E. Adams Street
Peoria, IL 61629

52. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

53. Notices submitted pursuant to this Section shall be deemed submitted upon mailing (if sent by overnight express) or faxing unless otherwise provided in this Agreement or by mutual agreement of the Parties in writing.

XIII. EFFECTIVE DATE

54. The Effective Date of this Agreement is the last date of the signatures to this Agreement.

XIV. MODIFICATION

55. The terms of this Agreement may be modified only by a subsequent written agreement signed by all the Parties.

56. Any disputes concerning modification of this Agreement shall be resolved pursuant to Section VIII of this Agreement (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 39, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification.

XV. TERMINATION

57. a. After Caterpillar has completed the requirements of Section IV

(Compliance Requirements) of this Agreement, has complied with all other requirements of this Agreement for five years, and has paid the civil penalty and any accrued stipulated penalties as required by this Agreement, Caterpillar may serve upon CARB a Request for Termination, stating that it has satisfied those requirements, together with all necessary supporting documentation.

b. Following receipt by CARB of Caterpillar's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Caterpillar has satisfactorily complied with the requirements for termination of this Agreement. If CARB agrees that this Agreement may be terminated, CARB will notify Caterpillar in writing that the Agreement is terminated.

c. If CARB does not agree that the Agreement may be terminated, Caterpillar may invoke Dispute Resolution under Section VIII of this Agreement. However, Caterpillar shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 35 of Section VIII, until 45 Days after service of its Request for Termination.

XVI. SIGNATORIES/SERVICE

58. The undersigned representatives of Caterpillar and CARB certify that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Party he or she represents to this document.

59. This Agreement may be signed in counterparts, and its validity shall not be challenged on that basis. Caterpillar agrees to accept service of process by mail with

respect to all matters arising under or relating to this Agreement and to waive the formal service requirements under the California Code of Civil Procedure and any applicable Local Rules, including, but not limited to, service of summons.

XVII. INTEGRATION

60. This Agreement constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Agreement supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Agreement or the settlement it represents, nor shall it be used in construing the terms of this Agreement.

FOR THE CALIFORNIA AIR RESOURCES BOARD:

Dated: 6-21-2012

James N. Goldstene
Executive Officer
California Air Resources Board
1001 I Street
Sacramento, CA 95814

FOR CATERPILLAR INC.:

Dated: April 18, 2012

Steven L. Fisher
Vice President
Caterpillar Inc.
100 N.E. Adams Street
Peoria, IL 61629