

collectively referred to as “States,” and those agreements will be filed in a court of each respective state at or near the same time.

PRELIMINARY STATEMENT

WHEREAS, on November 2, 2012, Defendants announced the adjustment of the fuel economy estimates for certain model year 2011, 2012 and 2013 light-duty motor vehicles.

WHEREAS, on November 2, 2012, Defendants voluntarily initiated customer reimbursement programs for current and former owners who had purchased certain model year 2011, 2012 and 2013 vehicles that were the subject of the fuel economy estimate adjustments.

WHEREAS, on November 2, 2012, Defendants contacted the National Association of Attorneys General Auto Working Group to disclose information regarding their adjustment of certain fuel economy estimates and their respective customer reimbursement programs.

WHEREAS, a Multistate Working Group (“MSWG”) was formed to investigate Defendants’ business practices relating to the fuel economy estimate adjustments. The State of Texas is a member of the MSWG.

WHEREAS, the MSWG has investigated Defendants’ conduct addressed herein, and has obtained sufficient information to resolve its investigation of Defendants.

WHEREAS, Defendants have fully cooperated with the MSWG’s investigation.

WHEREAS, Defendants deny the factual and legal allegations contained in the Petition (with the exception of jurisdictional facts) and maintain they have been and continue to be in compliance with the DTPA.

WHEREAS, the Parties have reached an amicable agreement thereby resolving the issues in controversy and the MSWG has concluded its investigation by this Agreed Judgment.

WHEREAS, the Court by entering this Agreed Judgment finds that this Agreed Judgment has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Agreed Judgment is fair, reasonable and in the public interest.

NOW THEREFORE, upon the consent of the Parties hereto, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I. PARTIES

1.1 Plaintiff is the State of Texas (the “State”).

1.2 Defendants are Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc., and Kia Motors America, Inc., as defined below.

II. JURISDICTION

2.1 Pursuant to Texas Business and Commerce Code § 17.41 *et seq.*, jurisdiction of this Court over the subject matter and over the Defendants for the purpose of entering into and enforcing this Agreed Judgment is admitted. Defendants admit the Court's jurisdiction over them for the limited purpose of entering and enforcing this Agreed Judgment pursuant to the terms set forth herein, but do not concede jurisdiction as to other matters before this Court, be they past, present or future. Jurisdiction is retained by this Court for the purpose of enabling the State of Texas, by and through its Attorney General, or the Defendants to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein or execution of this Agreed Judgment, including enforcement of this Agreed Judgment and punishment for any violation of this Agreed Judgment.

2.2 If the State of Texas, through its Attorney General, is required to file a petition or other filing in order to enforce any provision of this Agreed Judgment against any (or all) Defendants, the particular Defendant involved in such petition or other filing shall pay all court

costs and reasonable attorneys' fees associated with any successful petition or other filing to enforce any provision of this Agreed Judgment against such Defendant. The Defendants waive any defect associated with service of the State of Texas's Petition and this Agreed Judgment and do not require issuance or service of a Summons.

III. VENUE

3.1 Pursuant to the provisions of Texas Business and Commerce Code § 17.47(b), venue as to all matters between the Parties hereto relating to or arising out of this Agreed Judgment shall lie exclusively in the State District Court of Harris County, Texas, or other State Court of competent jurisdiction.

IV. DEFINITIONS

As used in this Agreed Judgment, the following words or terms shall have the following meanings:

4.1 "Advertise," "Advertisement," or "Advertising" shall mean all marketing directed to consumers residing in the United States and shall mean any written, oral, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or promote the sale or use of goods or services, whether the statement is made directly to a consumer or appears in a brochure, newspaper, magazine, freestanding insert, marketing kit, leaflet, circular, mailer, book insert, letter, catalog, poster, chart, billboard, public-transit card, point-of-purchase display, package insert, package label, product instructions, electronic mail, website, homepage, film, slide, radio, television, cable television, program-length commercial or "infomercial," mobile media, social media, or any other medium directed to consumers residing in the United States. For purposes of this Agreed Judgment, Advertising shall not include Tier 2 or Tier 3 Advertisements, which are

Advertisements, in whatever form, whose claims and representations are principally developed by and distributed to consumers residing in the United States by persons other than Defendants, and which have not been reviewed and approved by the legal departments of Hyundai Motor America or Kia Motors America, Inc., or their respective outside counsel at their direction, prior to being disseminated into the marketplace. Furthermore, Hyundai Motor America and Kia Motors America, Inc., each for itself, represents that they have and will maintain procedures and practices requiring Advertisements to be reviewed and approved by their legal departments, or by their respective outside counsel at their direction, prior to being disseminated into the marketplace.

4.2 “Authorized Third Parties” shall mean: (1) those automotive dealers authorized to sell Motor Vehicles pursuant to valid and duly executed sales and service agreements with Hyundai Motor America and/or Kia Motors America, Inc.; (2) advertising agencies that have valid and duly executed agreements with Hyundai Motor America and/or Kia Motors America, Inc. and are authorized to create Advertisements that include fuel economy claims; or (3) those dealer associations that have valid and duly executed agreements with Hyundai Motor America and/or Kia Motors America, Inc. to offer, Advertise and/or sell Motor Vehicles manufactured by the Defendants and make fuel economy claims.

4.3 “Attorney General” shall mean the Attorney General of Texas and the Office of the Attorney General of Texas.

4.4 “Agreed Judgment” shall mean this document entitled Agreed Final Judgment and Permanent Injunction in the above-styled matter.

4.5 “Covered Conduct” shall mean the advertising, promotional and marketing practices of Defendants and their affiliates, investigated by the MSWG under their respective

state consumer protection laws, regarding fuel economy claims concerning certain 2011, 2012 and 2013 model year Hyundai and Kia Motor Vehicles that are listed in Exhibit A, attached hereto, and all claims that have been alleged in the Petition against Defendants.

4.6 “Defendants” shall mean Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc., and Kia Motors America, Inc., and their subsidiaries, predecessors, successors, and assigns. “Defendant,” unless specifically stated otherwise, shall be used to refer to any of the four Defendants, as applicable.

4.7 “Effective Date” shall mean the date on which a copy of this Agreed Judgment, duly executed by Defendants and by the signatory Attorney General, is approved by and becomes a judgment of the Court.

4.8 “Motor Vehicle” shall mean a vehicle that is self-propelled and is manufactured primarily for use on public streets, roads, or highways but does not include a vehicle operated on rail lines.

4.9 “Multistate Executive Committee” or “MSEC” shall mean a committee of the MSWG comprising the Attorneys General and their staff from Connecticut, Georgia, Illinois, Iowa, Maryland, New Jersey, Oregon, Texas and Washington.

4.10 “Multistate Working Group” or “MSWG” shall mean the Attorneys General and their staff from Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Missouri, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Virginia, Washington and Wisconsin.

4.11 “Parties” shall mean Plaintiff and Defendants, collectively.

4.12 “Plaintiff” or “State of Texas” or “State” shall mean the State of Texas which is represented by its Attorney General.

V. INJUNCTION

Pursuant to the authority of Texas Business and Commerce Code § 17.47, Defendants shall comply with the following:

5.1 Defendants’ Advertising shall not misrepresent the estimated fuel economy of a new Motor Vehicle in violation of Texas Business and Commerce Code § 17.46(a).

VI. PAYMENT TO THE STATES

6.1 Defendants shall pay to the MSWG a total of FORTY-ONE MILLION TWO HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$41,223,320.00), to be divided per instructions from the MSEC, and to be paid by Defendants directly to each signatory Attorney General of the MSWG. At its sole discretion, and on behalf of the MSWG, the MSEC shall determine how that payment will be allocated amongst the MSWG member states. The MSEC has determined that Defendants shall pay to the Attorney General of Texas the amount of TWO MILLION EIGHT HUNDRED FORTY-SIX THOUSAND SIX HUNDRED NINETY-ONE DOLLARS AND NINETY CENTS (\$2,846,691.90), which is Texas’s share of the FORTY-ONE MILLION TWO HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$41,223,320.00) payment amount set forth above.

6.2 At the sole discretion of the Attorney General of Texas, said payment to the Attorney General of Texas shall be used for such purposes that may include attorneys’ fees and other costs of investigation and litigation, or shall be placed in, or applied to, funds providing for future consumer protection enforcement, consumer education, or litigation, or be used to defray

the costs of the inquiry leading hereto, for monitoring and potential enforcement of this Agreed Judgment, or for other uses permitted by state law. Within ten (10) days of the Effective Date, the MSEC shall provide Defendants with written payment instructions identifying by state the official payee, the particular payment amount, and any other information necessary to effectuate payment of the amounts due and owing under Section 6.1. No later than forty (40) days after the Effective Date, Defendants shall tender payment of the amounts due and owing under Section 6.1 and in accordance with the written payment instructions provided by the MSEC, provided that the MSEC give Defendants written payment instructions as set forth herein. Defendants shall be jointly and severally liable for the amounts due and owing under Section 6.1.

6.3 The Attorney General of Texas shall allocate NINE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS AND THIRTY CENTS (\$948,897.30) of its portion as attorneys' fees. All amounts payable to the Office of the Attorney General not allocated as attorneys' fees shall be allocated in accordance with Texas Government Code § 402.007(b)(1) to the Supreme Court Judicial Fund or general revenue as appropriate.

VII. RELEASE

7.1 By execution of this Agreed Judgment and following a full and complete payment to the MSWG member states of the amounts designated by Section 6.1, the State of Texas and its Attorney General release the Defendants and all of their officers, directors, affiliates, subsidiaries, parent companies, predecessors, successors and assigns (collectively, the "Released Parties") from the following: all civil claims, causes of action, damages, restitution, fines, costs and penalties resulting from, arising from or related to the Covered Conduct that the State of Texas by and through its Attorney General, has asserted or could have asserted against the Released Parties under the Texas Deceptive Trade Practices—Consumer Protection Act, Texas Business

and Commerce Code §§ 17.41–17.63, on or before the Effective Date, (collectively, the “Released Claims”).

7.2 Notwithstanding any term of this Agreed Judgment, the following do not comprise Released Claims:

- a. private rights of action;
- b. claims of environmental or tax liability;
- c. criminal liability;
- d. claims for property damage;
- e. claims alleging violations of State or federal securities laws;
- f. claims alleging violations of State or federal antitrust laws; and
- g. any obligations created under this Agreed Judgment.

VIII. CONSENT TO JUDGMENT

8.1 Except as provided in Section VII (Release) above, the Agreed Judgment shall not be construed or used as a waiver or limitation of any cause of action, defense, or any affirmatively granted rights otherwise available to the Parties in any action, including, where applicable, Defendants’ rights to defend themselves from or make any arguments in any claims or suits of any kind, including without limitation, individual, group or class claims or suits, relating to the subject matter or terms of this Agreed Judgment.

8.2 Defendants, by and through their counsel, acknowledge that they have read this Agreed Judgment, are aware of their right to a trial in this matter and have waived that right.

8.3 Defendants admit to the jurisdiction of the Court and consent to the entry of this Agreed Judgment and to the rights of the State of Texas, by and through its Attorney General, to enforce the terms and conditions of this Agreed Judgment.

8.4 Defendants state that no promises of any kind or nature whatsoever (other than the written terms of this Agreed Judgment) were made to them to induce them to enter into this Agreed Judgment, that Defendants have entered into this Agreed Judgment voluntarily, and that this Agreed Judgment constitutes the entire agreement between Defendants, on the one hand, and the State of Texas and its Attorney General, on the other hand.

IX. MONITORING FOR COMPLIANCE

9.1 For the purposes of resolving disputes with respect to compliance with this Agreed Judgment, duly authorized representatives of the Office of the Attorney General of the State of Texas shall monitor Defendants as follows:

- a. If the Attorney General believes that a Defendant has engaged in a practice that violates any provision of this Agreed Judgment, the Attorney General shall notify the relevant Defendant telephonically (followed by written notification) or in writing of the Attorney General's belief that a violation has occurred, except for in limited emergency situations as set forth in Paragraph 9.4. The Attorney General's notice shall include:
 - (1) the specific basis for the belief;
 - (2) the provision of the Agreed Judgment that the practice appears to violate;
and
 - (3) a date for the relevant Defendant to respond to the notification, provided, however, that the date for response be thirty (30) days after the date of written notification, subject to any extensions agreed to by the relevant Parties.

- b. The Attorney General shall, upon reasonable notice including, but not limited to the notice outlined in Section 9.1(a), above, be permitted reasonable access to obtain relevant, non-privileged, non-work-product records and documents in the possession, custody or control of the relevant Defendant that relate to its compliance with the issue that was the subject of the notice.
- c. The Attorney General shall, upon reasonable notice including, but not limited to the notice outlined in Section 9.1(a), above, and subject to applicable discovery rules, have reasonable access to take depositions and/or examinations under oath of the relevant Defendant's officers, directors, employees, agents and contractors with relevant knowledge, each of whom may have counsel present, relating to its compliance with the issue that was the subject of the notice and its compliance with the Agreed Judgment in its entirety.

9.2 Within the time period specified in Section 9.1(a)(3), the relevant Defendant shall provide to the Attorney General a written response, executed by a duly authorized representative of the Defendant, containing either a statement explaining why it believes it is in compliance with this Agreed Judgment, or a detailed explanation of how the alleged violation occurred and a statement explaining how it intends to address the alleged breach, along with a request to meet with and present to the Attorney General if so desired. In the event the Defendant provides such timely response and request, the Attorney General shall provide the Defendant with the opportunity to meet with and present to, either in person or telephonically, a duly authorized representative of the Attorney General to discuss the alleged violation and the Defendant's response thereto. If the Attorney General's representative makes a good faith effort to schedule and attend such meeting within forty (40) days after the date of written notification to the

relevant Defendant, but the meeting does not occur, the Attorney General may take any action after those forty (40) days has passed. At such meeting, the Defendant may present evidence demonstrating its compliance with all applicable laws or its efforts to address the alleged breach. The Attorney General has the sole discretion to accept or reject any evidence the Defendant may care to present. Such meeting shall be conducted at the Defendant's expense. If Defendant requests and the Attorney General's representative agrees that the meeting be held in person, the meeting shall take place at the Attorney General's primary office.

9.3 If the relevant Parties agree to extend the response deadline, pursuant to Section 9.1(a)(3), the forty (40) day timeline set forth in Section 9.2 shall also be extended the same number of days.

9.4 The Attorney General, on behalf of the State of Texas, may assert that a Defendant has violated the Agreed Judgment in a separate civil action to enforce this Agreed Judgment, or seek any other relief afforded by law for such violation(s), but only after providing the relevant Defendant with the opportunities to respond to the notification described in Section 9.1(a) and to meet and confer as set forth in Section 9.2. However, such Attorney General may take any action without prior notice where the Attorney General reasonably concludes that, because of a specific practice, a threat to the health or safety of the public requires immediate action. The Attorney General shall give notice to the relevant Defendant as required by law.

9.5 An alleged violation of this Agreed Judgment by one of the Defendants cannot be the Attorney General's sole basis to subject any other Defendant to the remedies and procedures set forth in Section IX (Monitoring for Compliance).

9.6 Nothing in this Section shall be construed to limit the Attorney General's authority provided under the laws of the State of Texas, including but not limited to the Texas

Deceptive Trade Practices—Consumer Protection Act, Texas Business and Commerce Code §§ 17.41–17.63.

X. NOTICES UNDER THIS AGREED JUDGMENT

10.1 Any notices required to be sent to the State or to Defendants under this Agreed Judgment shall be sent by email and overnight courier service for U.S. notice and either two or three day international courier service for Korean notice (e.g., FedEx, UPS), with courier delivery costs incurred by the State to be billed to the recipient Defendant(s). The documents shall be sent to the following addresses:

For the Attorney General of Texas, Houston Regional Office:

Daniel T. Zwart
Richard D. Berlin
Assistant Attorneys General
Office of the Attorney General
808 Travis, Ste. 1520
Houston, TX 77002
713-225-8921
Daniel.Zwart@oag.texas.gov
Rick.Berlin@oag.texas.gov

For the Attorney General of Texas, Austin Office:

Dave Talbot
Paul Singer
Assistant Attorneys General
Consumer Protection Division – MC010
Office of the Attorney General
300 W. 15th St.
Austin, TX 78701
512-463-2185
David.Talbot@oag.texas.gov
Paul.Singer@oag.texas.gov

For Hyundai Motor Company:

Head of International Legal Team
Hyundai Motor Company
12 Heolleung-ro
Seocho-Gu
Seoul 06797
Republic of Korea

JFlannery@hmausa.com
JErB@hmausa.com

For Hyundai Motor America:
Executive Vice President & General Counsel
Hyundai Motor America
10550 Talbert Avenue
Fountain Valley, CA 92708
JFlannery@hmausa.com
JErB@hmausa.com

For Kia Motors Corporation, Inc.:
Head of International Legal Team
Kia Motors Corporation, Inc.
12 Heolleung-ro
Secho-Gu
Seoul 06797
Republic of Korea
JYoon@kiausa.com
MGoldzweig@kiausa.com

For Kia Motors America, Inc.:
Executive Vice President & General Counsel
Kia Motors America, Inc.
111 Peters Canyon Road
Irvine, CA 92606-1790
JYoon@kiausa.com
MGoldzweig@kiausa.com

Any Party may change its designated notice recipient(s) by written notice to the other Parties.

XI. GENERAL PROVISIONS

11.1 This Agreed Judgment shall be binding upon the Parties and their successors and assigns. In no event shall assignment of any right, power or authority under this Agreed Judgment void a duty to comply with this Agreed Judgment.

11.2 Defendants shall use reasonable efforts to notify their officers, directors, employees, agents and contractors responsible for carrying out and effecting the terms of this

Agreed Judgment of the obligations, duties and responsibilities imposed on Defendants by this Agreed Judgment.

11.3 This Agreed Judgment represents the full and complete terms of the settlement entered into by the Parties hereto.

11.4 Within thirty (30) days of the Effective Date, Hyundai Motor America and Kia Motors America, Inc., shall, each for itself, provide its respective Authorized Third Parties with a copy or notice and description of this Agreed Judgment.

11.5 If the Defendants discover that any third party described in Paragraph 11.4 is violating this Agreed Judgment, the Defendants shall send notice to the third party requesting that it cease and desist from the violation(s). The Defendants shall conduct an investigation of a third party upon written notice by the State that the third party is violating an applicable provision of this Agreed Judgment and shall advise the State of the results of the investigation.

11.6 If any portion of this Agreed Judgment is held invalid by operation of law, the remaining terms of this Agreed Judgment shall not be affected and shall remain in full force and effect.

11.7 Nothing in this Agreed Judgment shall be construed to waive, limit or expand any claim of sovereign immunity the State may have in any action or proceeding.

11.8 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Agreed Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreed Judgment.

11.9 Any failure of the State to exercise its rights under this Agreed Judgment shall not constitute a waiver of its rights hereunder.

11.10 Except as expressly provided herein, nothing contained in this Agreed Judgment shall be construed to waive or limit any right of action by any person or entity.

11.11 In the event that any state or federal constitutional right, statute, regulation or conduct pertaining to the subject matter of this Agreed Judgment is modified, enacted, promulgated or interpreted by the State of Texas, a Federal Court or Federal agency, and this Court holds that such state or federal constitutional right, statute, regulation or conduct is in conflict with any provision of this Agreed Judgment so that Defendants cannot comply with both, Defendants may comply with the state or federal constitutional right, statute or regulation or may engage in such conduct. Such action shall constitute compliance with the counterpart provision of this Agreed Judgment. Defendants shall provide all members of the MSEC with sufficient advance notice of any judicial or administrative proceeding in which the meaning or interpretation of any such state or federal constitutional right, statute, regulation or conduct is at issue, so as to allow any member of the MSEC or MSWG the opportunity to intervene and be heard.

11.12 Should Defendants seek a modification of this Agreed Judgment for any reason other than as provided for in paragraph 11.11, prior to applying to the Court, Defendants shall send a written notification of their intent to seek modification to all members of the MSEC. The MSEC will consult with the MSWG and shall respond to Defendants' notification within forty-five (45) days of receiving such notification. Defendants may apply to the Court after the forty-five (45) day period has ended.

XII. COMPLIANCE WITH ALL LAWS

12.1 Nothing in this Agreed Judgment shall be construed as relieving Defendants of their respective obligations to comply with all State and federal laws, regulations or rules or as granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

XIII. REPRESENTATIONS AND WARRANTIES

13.1 Hyundai Motor America warrants and represents that it advertises Hyundai Motor Vehicles in the United States.

13.2 Kia Motors America, Inc., warrants and represents that it advertises Kia Motor Vehicles in the United States.

13.3 Defendants acknowledge that they are proper parties to this Agreed Judgment and that Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc., and Kia Motors America, Inc., are the true legal names of the Defendant entities.

13.4 Each of the non-Court signatories to this Agreed Judgment warrants and represents that he or she has authority to agree to this Agreed Judgment on behalf of one of the Parties.

13.5 Each of the Parties warrants and represents that it negotiated the terms of this Agreed Judgment in good faith.

13.6 Defendants warrant and represent that their responses to the requests for documents they received from the MSWG as of the Effective Date of this Agreed Judgment were prepared pursuant to good-faith searches for documents and information responsive to those portions of the requests that were adequately designated and not otherwise subject to a good-faith objection or to a good-faith claim of privilege or work-product immunity.

13.7 Defendants acknowledge and agree that the MSWG members have relied on all of the representations and warranties set forth in this Agreed Judgment and that if any representation is proved false, unfair, deceptive, misleading or inaccurate in any material respect, the MSWG members, by and through their respective Attorneys General, shall have the right to seek any relief or remedy afforded by law or equity in their respective states.

XIV. FINALITY AND PAYMENT OF COURT COSTS

14.1 All filing fees associated with commencing this action and obtaining the Court's approval and entry of this Agreed Judgment, as well as all taxable court costs, shall be borne by Defendants.

14.2 This Agreed Judgment finally disposes of all claims and all parties in this litigation. After signing by the Court, this Agreed Judgment constitutes a final judgment and is not appealable.

SIGNED ON this _____ day of _____, 2016.

Signed: 
10/27/2016

JUDGE PRESIDING

JOINTLY APPROVED AS TO FORM AND SUBSTANCE BY AND ENTRY JOINTLY REQUESTED BY:

THE STATE OF TEXAS:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



DANIEL T. ZWART
State Bar No. 24070906
PAUL SINGER
State Bar No. 24033197
RICHARD D. BERLIN
State Bar No. 24055161
Assistant Attorneys General
Office of the Attorney General
808 Travis, Ste. 1520
Houston, TX 77002
Daniel.Zwart@oag.texas.gov
on behalf of the State of Texas

Dated: 10/24/2016

Jeong Seo

Jeong G. Seo
Vice President
Hyundai Motor Company

Dated: 10-24-16

on behalf of Hyundai Motor Company

W. Gerald Flannery, Jr.

W. Gerald Flannery, Jr.
Executive Vice President & General Counsel
Hyundai Motor America

Dated: 10-24-16

on behalf of Hyundai Motor America

Jeong Seo

Jeong G. Seo
Vice President
Kia Motors Corporation, Inc.

Dated: 10-24-16

on behalf of Kia Motors Corporation, Inc.

John Yoon

John Yoon
Executive Vice President & General Counsel
Kia Motors America, Inc.

Dated: 10-24-16

on behalf of Kia Motors America, Inc.

HYUNDAI VEHICLES

2013 Model Year

2013 Accent (automatic transmission; 1.6 liter engine)
2013 Accent (manual transmission; 1.6 liter engine)
2013 Azera (automatic transmission; 3.3 liter engine)
2013 Elantra (automatic transmission; 1.8 liter engine)
2013 Elantra (manual transmission; 1.8 liter engine)
2013 Elantra Coupe (automatic transmission; 1.8 liter engine)
2013 Elantra Coupe (manual transmission; 1.8 liter engine)
2013 Elantra GT (automatic transmission; 1.8 liter engine)
2013 Elantra GT (manual transmission; 1.8 liter engine)
2013 Genesis (automatic transmission; 3.8 liter engine)
2013 Genesis R-Spec (automatic transmission; 5.0 liter engine)
2013 Santa Fe Sport 2WD Turbo (automatic transmission; 2.0 liter engine)
2013 Santa Fe Sport 2WD (automatic transmission; 2.4 liter engine)
2013 Santa Fe Sport 4WD Turbo (automatic transmission; 2.0 liter engine)
2013 Santa Fe Sport 4WD (automatic transmission; 2.4 liter engine)
2013 Tucson 2WD (automatic transmission; 2.0 liter engine)
2013 Tucson 2WD (automatic transmission; 2.4 liter engine)
2013 Tucson 2WD (manual transmission; 2.0 liter engine)
2013 Tucson 4WD (automatic transmission; 2.4 liter engine)
2013 Veloster Turbo (automatic transmission; 1.6 liter engine)
2013 Veloster (automatic transmission; 1.6 liter engine)
2013 Veloster (manual transmission; 1.6 liter engine)

KIA VEHICLES

2013 Model Year

2013 Rio 2WD (automatic transmission; 1.6 liter engine)
2013 Rio 2WD (manual transmission; 1.6 liter engine)
2013 Rio 2WD (automatic (Eco) transmission; 1.6 liter engine)
2013 Sorento 2WD (automatic transmission; 2.4 liter engine (GDI))
2013 Sorento 4WD (automatic transmission; 2.4 liter engine (GDI))
2013 Soul 2WD (automatic transmission; 1.6 liter engine)
2013 Soul 2WD (manual transmission; 1.6 liter engine)
2013 Soul 2WD (automatic transmission; 2.0 liter engine)
2013 Soul 2WD (manual transmission; 2.0 liter engine)
2013 Soul ECO 2WD (automatic transmission; 1.6 liter engine)
2013 Soul ECO 2WD (automatic transmission; 2.0 liter engine)
2013 Sportage 2WD (automatic transmission; 2.0 liter engine)
2013 Sportage 2WD (automatic transmission; 2.4 liter engine)
2013 Sportage 2WD (manual transmission; 2.4 liter engine)
2013 Sportage 4WD (automatic transmission; 2.0 liter engine)
2013 Sportage 4WD (automatic transmission; 2.4 liter engine)
2013 Sportage 4WD (manual transmission; 2.4 liter engine)

2012 Model Year

2012 Rio 2WD (automatic transmission; 1.6 liter engine)
2012 Rio 2WD (manual transmission; 1.6 liter engine)
2012 Sorento 2WD (automatic transmission; 2.4 liter engine (GDI))
2012 Sorento 4WD (automatic transmission; 2.4 liter engine (GDI))

**EXHIBIT
A**



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this October 31, 2016

Certified Document Number: 72515583 Total Pages: 22

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com