CONFIDENTIALITY AGREEMENT REGARDING SCHNITZER STEEL INDUSTRIES, INC.

1. This Agreement ("Agreement") is made and entered into by the California Air Resources Board, the Bay Area Air Quality Management District, the California Attorney General's Office, the Alameda County District Attorney's Office, the California Department of Toxic Substances Control, and the California Environmental Protection Agency (collectively "Parties" and individually "Party").

2. This Agreement memorializes the mutual understanding between the Parties with respect to the sharing of Information[1] among themselves, including their respective management, staff, investigators, attorneys, consultants, and/or experts related to Schnitzer Steel Industries, Inc., affiliated companies and others (collectively "Schnitzer"), concerning potential violations of environmental laws committed by Schnitzer in the operation, maintenance, and management of the Schnitzer facility located in Oakland, California ("Facility"). In addition to all future Information relating to the Facility, this Agreement governs all previous confidential or privileged Information shared between the Parties relating to the Facility. This Agreement is independent of any prior agreements between two or more of the Parties concerning the sharing of information related to Schnitzer. Any decision to withdraw from a prior agreement has no impact on the terms of this Agreement or on the mutual understanding between the Parties with respect to the sharing of Information described herein.

3. The Parties have been meeting and consulting with one another and may engage in further consultation concerning Schnitzer and the Facility relating to violations of applicable environmental laws. The Parties believe that the continued sharing of confidential and privileged Information will further their common goals. The Parties further believe that such sharing is mutually beneficial to the Parties in pursuit of their objectives including, without limitation, investigations and any resulting enforcement actions.

4. Both federal and state law provide for the sharing of confidential or privileged Information, documents, and communications among those with common interests, without waiver of any confidence, privilege, protection, or exemption from disclosure so that the claims are properly investigated and prepared thoroughly and undue advantage is not given to their adversaries.

5. The Parties agree that "Confidential Information" includes Information provided by or exchanged between one Party and another with the expectation of confidentiality, and which is subject to one or more applicable privileges, protections, immunities, or exemptions from disclosure. Confidential Information includes Information provided by or exchanged between the Parties prior to and subsequent to the execution of this

[1] "Information" as used in this Agreement refers to any and all documents, materials, knowledge, and communications; whether oral or written, electronic, digital, or paper.

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Agreement. Confidential Information also includes this Agreement. Failure to label documents or other writings as Confidential Information, privileged, and/or confidential prior to or after the execution of this Agreement shall not be deemed a waiver of otherwise applicable privileges, protections, immunities, or exemptions from disclosure.

6. Accordingly, the Parties agree that all Confidential Information may be shared among themselves in furtherance of the purposes described above without waiver of any confidence, privilege, protection, or exemption from disclosure under federal or state law. The Parties each further agree to protect such shared Confidential Information from disclosure to Schnitzer and to any non-party, except with respect to disclosures agreed to in writing by all Parties to this Agreement or otherwise required by law or court order.

7. The Parties agree to consult with each other before producing or communicating any Confidential Information to any non-party, whether such production or communication is made voluntarily, in response to discovery demands or requests, or pursuant to any applicable law or court order.

8. If any Party that is a signatory to this Agreement receives a request from a non-party (whether by way of subpoena, discovery request, California Public Records Act request, by way of example) ("Request") to release, disclose or have access to any Confidential Information subject to this Agreement, the Party receiving the Request shall immediately notify in writing 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 (10) calendar days before the response deadline, to the extent feasible. Unless the other Parties consent to disclosure or release of Confidential Information in writing, the Party receiving the Request shall assert, to the extent authorized by law, and subject to any mandatory disclosure laws or court orders, all relevant privileges and other objections to the disclosure of such Confidential Information.

9. The Parties shall each take all necessary and appropriate measures to ensure that any non-party who is granted access to any Confidential Information subject to this Agreement is familiar with the terms of this Agreement, agrees to be bound by its terms as they relate to the duties of such non-party, and has signed Attachment A of this Agreement. The Party that releases, discloses, or grants access to any Confidential Information subject to this Agreement agrees to notify each of the Parties of the date such Confidential Information is released, disclosed, or the non-party is granted access. That Party further agrees to provide each Party a copy of Attachment A of this Agreement signed by the non-party to whom such Confidential Information is released, disclosed, or granted access.

10. The confidentiality obligations established by this Agreement shall remain in full force and effect, without regard to whether the Agreement is terminated pursuant to Paragraph 11 or the conclusion of any investigation or enforcement actions.

11. Any Party to this Agreement may terminate its participation in the Agreement and withdraw from it, subject to Paragraph 10, by notifying the other Parties in writing of its intention to withdraw from this Agreement. In the event a Party withdraws from this Agreement, the withdrawing Party agrees to maintain the confidentiality

obligations of this Agreement. The action by one Party to withdraw from this Agreement shall not terminate the Agreement with respect to any of the other Parties or change the confidential or privileged nature of any Confidential Information shared pursuant to this Agreement.

12. This Agreement may be executed in counterparts.

13. The signatories below are authorized to sign this Agreement on behalf of the Party for whom they sign.

It is so AGREED.

Dated: 11/13, 2019

CALIFORNIA AIR RESOURCES BOARD

ELLEN M. PETER
Chief Counsel

Dated: _____, 2019

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

BRIAN C. BUNGER
District Counsel

Dated: _____, 2019

XAVIER BECERRA
Attorney General of California

HARRISON POLLAK
Supervising Deputy Attorney General

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ELLEN M. PETER
Chief Counsel

Dated: 11/13, 2019

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

_____
BRIAN C. BUNGER
District Counsel

Dated: _____, 2019

XAVIER BECERRA
Attorney General of California

_____
HARRISON POLLAK
Supervising Deputy Attorney General

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CALIFORNIA AIR RESOURCES BOARD

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ELLEN M. PETER
Chief Counsel

Dated: _____, 2019

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

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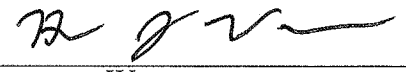
BRIAN C. BUNGER
District Counsel

Dated: _____, 2019

XAVIER BECERRA
Attorney General of California



_____
ANDREW WIENER
Deputy Attorney General

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Dated: _____, 2019

CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

_____
AMILIA GLIKMAN
Chief Counsel

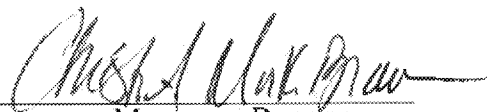
Dated: _____, 2019

NANCY E. O'MALLEY
DISTRICT ATTORNEY OF THE COUNTY OF ALAMEDA

_____
KENNETH A. MIFSUD
ASSISTANT DISTRICT ATTORNEY

Dated: _____, 2019

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY



CHRISTINA MORKNER BROWN
Deputy Secretary for Law Enforcement & Counsel

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Dated: NOV. 18, 2019

CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

AMILIA GLIKMAN
Chief Counsel

Dated: _____, 2019

NANCY E. O'MALLEY
DISTRICT ATTORNEY OF THE COUNTY OF ALAMEDA

KENNETH A. MIFSUD
ASSISTANT DISTRICT ATTORNEY

Dated: _____, 2019

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

CHRISTINA MORKNER BROWN
Deputy Secretary for Law Enforcement & Counsel

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Dated: _____, 2019

CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

_____
AMILIA GLIKMAN
Chief Counsel

Dated: 11-15, 2019

NANCY E. O'MALLEY
DISTRICT ATTORNEY OF THE COUNTY OF ALAMEDA

_____
KENNETH A. MIFSUD
ASSISTANT DISTRICT ATTORNEY

Dated: _____, 2019

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

_____
CHRISTINA MORKNER BROWN
Deputy Secretary for Law Enforcement & Counsel

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Attachment A

I, _____, have read the CONFIDENTIALITY AGREEMENT REGARDING SCHNITZER STEEL INDUSTRIES, INC., between the California Air Resources Board, the Bay Area Air Quality Management District, the California Attorney General's Office, the Alameda County District Attorney's Office, the California Department of Toxic Substances Control, and the California Environmental Protection Agency, and agree to be bound by its terms on behalf of _____.

Dated: _____ _____

_____

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