

ADDENDUM TO JOINT LITIGATION/COMMON INTEREST AGREEMENT

This Addendum is made and entered into as of _____, 2016, by and among the Parties to the Joint Litigation/Common Interest Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit 1. By executing this Addendum, New Parties and the existing Parties to the Agreement (together, the Joint Litigation Group) agree that the New Parties are entitled to the benefits of the Agreement and are bound by the obligations provided by the Agreement. The effective date of this Addendum is the earliest date on which any two members of the Joint Litigation Group consulted in connection with the potential Litigation described below.

The Existing Parties acknowledge their consent to modify the Agreement to add the New Parties listed below.

Each person signing the Addendum represents that he or she has sought and received authorization to sign the Addendum on behalf of the client party listed under his or her name.

I have reviewed and I agree to the terms set forth above.

LEAGUE OF ARIZONA CITIES AND TOWNS

CITY OF TUCSON

Christina Estes-Werther
*General Counsel for the League of Arizona
Cities and Towns*

Michael G. Rankin
City Attorney for the City of Tucson

CITY OF PHOENIX

CITY OF TEMPE

Bradley D. Holm
City Attorney for the City of Phoenix

Judi Baumann
City Attorney for the City of Tempe

CITY OF CHANDLER

LAKE HAVASU CITY

Kelly Y. Schwab
City Attorney for the City of Chandler

Kelly Garry
City Attorney for the Lake Havasu City

CITY OF BISBEE

Britt Hanson
City Attorney for the City of Bisbee

TOWN OF SNOWFLAKE

Tim Casey
Attorney for the Town of Snowflake

CITY OF MESA

Jim Smith
City Attorney for the City of Mesa

CITY OF MARICOPA

Tina L. Vannucci
Attorney for the City of Maricopa

EXHIBIT 1

JOINT LITIGATION/COMMON INTEREST AGREEMENT

This document sets forth the Joint Litigation/Common Interest Agreement (the "Agreement") between and among the following entities (including, without limitation, any and all of their respective governing bodies, affiliates, or affiliated entities and their respective officers, directors, managing agents, boards of directors and individual board members, as applicable) and their respective legal counsel and insurers:

- A. League of Arizona Cities and Towns (the "League");
- B. The City of Tucson; and
- C. The City of Phoenix (together with the City of Tucson, the "Cities").

These entities will be referred to in this Agreement as the "Joint Litigation Group." The effective date of this Agreement is the earliest date on which any two members of the Joint Litigation Group consulted in connection with the potential Litigation described below.

This Agreement is made in connection with SB 1487 and any future related lawsuits arising out of SB 1487 (the "Litigation"). The League and the Cities have generally aligned legal interests in challenging SB 1487 and defending against any lawsuit brought against a city or town for violation of SB 1487.

The Joint Litigation Group, while recognizing that they each may have separate interests with respect to any claims, defenses, allegations and arguments made (or to be made) by or against them in connection with the Litigation, also recognize that they share common interests in such claims and defenses as well as in the efficient and successful advancement of the claims.

THEREFORE, the League and the Cities agree as follows:

1. All communications between the members of the Joint Litigation Group relating to the matters or claims of or related to the Litigation shall be deemed made under the auspices of this Agreement. Therefore, and except as set forth below or required by law (including without limitation the Arizona Public Records Law, A.R.S. § 39-121. *et seq.*) unless expressly stated in a writing to the contrary, any communications between any members of the Joint Litigation Group from the effective date of this Agreement onward concerning the matters or claims of or related to the Litigation, including but not limited to attorney work product, conversations, documents, interview memoranda and the results of research or investigations, are confidential and are protected from disclosure to any third party by the attorney-client privilege and the work-product doctrine.

2. Except as set forth below, none of the information or documents obtained by any member of the Joint Litigation Group from another member pursuant to this Agreement shall be disclosed to any third party without the express written consent of the Joint Litigation Group member who provided the information.

PRIVILEGED AND CONFIDENTIAL

3. The Joint Litigation Group wishes to pursue their common interests and to make clear that no member of the Joint Litigation Group intends to waive any privilege as to any communication or as to attorney work product by virtue of this Agreement. Disclosure by an attorney for any member of the Joint Litigation Group to his or her client is specifically contemplated and authorized by this Agreement and is not a waiver of the attorney-client privilege, work product, or the joint litigation privilege.

4. The client parties to this Agreement shall be liable for their own costs and attorney fees. Nevertheless, nothing in this Agreement shall prevent the League's Executive Committee from approving a special voluntary assessment to its members to partially cover the League's costs and fees.

5. Any party to this Agreement is free to withdraw from this Agreement at any time for any reason or for no reason upon giving express written notification to all other members of the Joint Litigation Group, which may be provided by email to the parties' counsel. Following the withdrawal of a party to this Agreement, this Agreement shall no longer be operative as to subsequent communications between a party who has withdrawn and the remaining party, but shall continue to protect all communications and information covered by this Agreement and disclosed to the withdrawing party prior to the party's notification of withdrawal.

6. It is agreed that all information obtained pursuant to this Agreement and all information derived therefrom may be used for no purpose other than preparation of and in furtherance of defending any Litigation arising out of SB 1487.

7. Each person signing the Agreement represents that he or she has sought and received authorization to sign the Agreement on behalf of the client party listed under his or her name. Each signing attorney further represents that he or she has fully advised his or her client party concerning the advantages and disadvantages of participation, joint defense, common interest, and confidentiality agreements, and that each party understands this Agreement and knowingly and intelligently makes the following representations and waivers.

(a) The parties agree that, with respect to the Litigation, their respective attorneys owe the duties attendant to the attorney-client relationship only to their own clients, and not to any other party. Nothing in this Agreement shall be construed to create an attorney-client relationship or give rise to any express or implied partnership, joint venture, principal and agency or similar arrangement among the parties or their counsel.

(b) No party to this Agreement may assert during the term of this Agreement or after termination of the Agreement that counsel for any other party has a conflict of interest in the continued representation of their respective clients, nor may a party object to, continued representation of the other party by their counsel, on the grounds that: (i) counsel had access to information under this Agreement; or (ii) counsel has participated in joint defense or counterclaim efforts under this Agreement. Neither this Agreement nor the sharing of

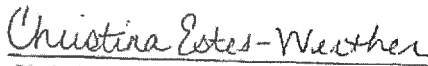
information under this Agreement may be used by any party as a basis for seeking to disqualify any counsel for any other party from representing his or her client in the Litigation.

(c) The parties understand and acknowledge that although counsel for the parties have a duty to preserve confidences disclosed to them under this Agreement, each counsel has an obligation to properly represent his or her own client. Before the Litigation concludes, each counsel may need to, and is free to, take action that may be contrary to the interests of any other party, subject to the terms of this Agreement. These actions include, but are not limited to, examining or cross-examining any other party or its representatives at depositions, trial, or other proceedings. Except as specifically provided for herein, nothing in this Agreement limits or interferes with the right and ability of any party to conduct its own independent defense or prosecution of the Litigation, including filing any motions and asserting individual counterclaims or cross-claims, conducting separate and independent discovery proceedings, entering into individual settlements, or otherwise engaging in pretrial or trial procedures for the benefit of that party. No action taken by any party that may be contrary to the interests of another party under this subparagraph is a waiver or compromise in any way of any protections afforded by this Agreement.

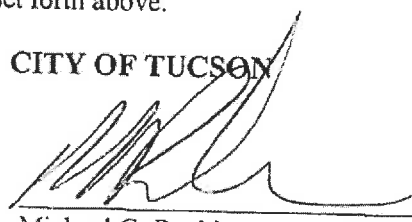
8. Modifications to this Agreement may be made only if such modifications are in writing and signed by all parties hereto.

I have reviewed and I agree to the terms set forth above.


LEAGUE OF ARIZONA CITIES AND TOWNS


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