

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

**UNITED STATES OF AMERICA,**

**Plaintiff**

**v.**

**DAIMLER EXPORT AND  
TRADE FINANCE GmbH,**

**Defendant.**

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**CRIMINAL NO.: 1:10-CR-065**

**NOTICE OF FILING OF PLEA AGREEMENT**

The United States of America, by and through its counsel, the United States Department of Justice, Criminal Division, Fraud Section (the “Department”), hereby gives notice of the filing of the attached plea agreement between the Department and Daimler Export and Trade Finance GmbH in the above-styled matter.

Respectfully submitted,

DENIS J. MCINERNEY  
Chief, Fraud Section

/s/ \_\_\_\_\_  
John S. Darden  
Assistant Chief, Fraud Section  
United States Department of Justice  
Criminal Division  
1400 New York Ave., N.W.  
Washington, D.C. 20005  
(202) 514-7023

**CERTIFICATE OF SERVICE**

I hereby certify that on March 24, 2010, the undersigned electronically filed the foregoing document with the Clerk of the Court using CM/ECF.

/s/ \_\_\_\_\_  
John S. Darden



U.S. Department of Justice

Criminal Division

1400 New York Avenue, N.W.  
Fourth Floor Bond Building  
Washington, D.C. 20005

March 22, 2010

Martin J. Weinstein  
Willkie Farr & Gallagher LLP  
1875 K Street, N.W.  
Washington, DC 20006

Carl S. Rauh  
Hogan & Hartson LLP  
555 Thirteenth Street, N.W.  
Washington, DC 20004

Gary DiBianco  
Skadden Arps Slate Meagher & Flom LLP  
1440 New York Avenue, N.W.  
Washington, DC 20005

RECEIVED

MAR 22 2010

U.S. DISTRICT COURT

**RE: United States v. Daimler Export and Trade Finance GmbH**

Gentlemen:

1. This letter sets forth the full and complete plea offer to your client, Daimler Export and Trade Finance GmbH (hereinafter "ETF" or "defendant"). This offer is by the Criminal Division, Fraud Section, of the U.S. Department of Justice (hereinafter the "Department or "Fraud Section"), and thus does not bind any other division or section of the Department of Justice or any other federal, state, or local prosecuting, administrative, or regulatory authority. This agreement does not apply to any charges other than those specifically mentioned herein. However, the Department will bring this agreement and the cooperation of ETF, its ultimate parent Daimler AG, and its direct or indirect affiliates and subsidiaries to the attention of other authorities or other agencies, if requested. Upon receipt and execution by or on behalf of ETF, the executed letter will itself become the plea agreement (the "Agreement"). The terms of the offer are as follows:

2. **Charges:** Pursuant to Fed. R. Crim. P. 11(c)(1)(C), ETF agrees to waive its right to grand jury indictment and its right to challenge venue in the United States District Court for the District of Columbia, and to plead guilty to a two-count information charging ETF with conspiracy

to commit an offense against the United States, in violation of 18 U.S.C. § 371, that is, to violate the Foreign Corrupt Practices Act (“FCPA”), as amended, 15 U.S.C. § 78dd-3 (Count One), and with violating the anti-bribery provisions of the FCPA, 15 U.S.C. § 78dd-3 (Count Two). It is understood that the guilty plea will be based on a factual admission of guilt to the offenses charged and will be entered in accordance with Rule 11 of the Federal Rules of Criminal Procedure. An authorized representative of ETF will admit that ETF is in fact guilty. By virtue of a corporate resolution dated \_\_\_\_\_, in the form attached to this Agreement as Attachment B, or a substantially similar form, ETF has authorized this plea and has empowered the General Counsel of Daimler AG (“Daimler”) and/or its outside counsel – Willkie Farr & Gallagher LLP, Hogan & Hartson LLP, and Skadden Arps Slate Meagher & Flom LLP – to act on its behalf for purposes of this plea. ETF agrees that it has the full legal right, power, and authority to enter into and perform all of its obligations under this agreement, and it agrees to abide by all terms and obligations of this agreement as described herein. The “Statement of Offense” attached to this agreement as Attachment A, is a fair and accurate description of the facts the Department believes, and ETF accepts, can be proved beyond a reasonable doubt and through admissible evidence regarding defendant's actions and involvement in the offense. ETF is pleading guilty because it is guilty of the charges contained in the accompanying Information and admits and accepts responsibility for the conduct described in the Statement of the Offense. Prior to the Rule 11 plea hearing, defendant, through counsel, will adopt and sign the Statement of the Offense as a written proffer of evidence by the United States.

3. **Potential penalties, assessments, and restitution:** The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 371, is a fine of \$500,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; 18

U.S.C. § 3571(c)(3) and (d); five years' probation, 18 U.S.C § 3561(c)(1); and a mandatory special assessment of \$400, 18 U.S.C. § 3013(a)(2)(B). The statutory maximum sentence that the Court can impose for a violation of Title 15, United States Code, Section 78dd-3, is a fine of \$2,000,000, 15 U.S.C. § 78dd-3(e), or twice the gross gain or gross loss resulting from the offense, whichever is greatest, 18 U.S.C. § 3571(d); five years' probation, 18 U.S.C § 3561(c)(1); and a mandatory special assessment of \$400, 18 U.S.C. § 3013(a)(2)(B). The statutory maximum sentences for multiple counts can be aggregated and run consecutively. Restitution obligations, if any, are satisfied in light of the Judgment being entered in the companion case of U.S. Securities and Exchange Commission v. Daimler AG and that probation is not necessary in light of ETF's acceptance and acknowledgment of the monitorship provisions in the deferred prosecution agreement entered into simultaneously herewith by the Department and Daimler, ETF's parent.

4. **Federal Sentencing Guidelines:** The parties agree that pursuant to United States v. Booker, 543 U.S. 220 (2005), the Court must determine an advisory sentencing guideline range pursuant to the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines"). The Court will then determine a reasonable sentence within the statutory range after considering the advisory sentencing guideline range and the factors listed in 18 U.S.C. § 3553(a). The parties agree that for purposes of determining an advisory sentencing guideline range, the 2006 Sentencing Guidelines apply as follows:

(a) Base Offense. Based upon USSG § 2C1.1, the total offense level is 36, calculated as follows:

(a)(2) Base Offense Level	12
(b)(1) Specific Offense Characteristic (More than one bribe)	+2
(b)(2) Specific Offense Characteristic (Value of Benefit Received > \$20,000,000 and < \$50,000,000 based on transactions with U.S. nexus, taking the greater of the corrupt payment or the benefit received for each transaction pursuant to USSG § 2C1.1, comment. (n. 3))	+22
	_____
TOTAL	36

(c) Base Fine. Based upon USSG § 8C2.4(a)(1), the base fine is \$45,500,000 (fine corresponding to the Base Offense level as provided in Offense Level Table).

(d) Culpability Score. Based upon USSG § 8C2.5, the culpability score is 4, calculated as follows:

(a) Base Culpability Score	5
(b)(5) The organization had 10 or more employees and an individual within substantial authority personnel participated in, condoned, or was willfully ignorant of the offense	+1
(g) The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	<u>-2</u>
TOTAL	4

(e) Calculation of Fine Range:

Base Fine	\$45,500,000
Multipliers	.8(min)/1.60(max)
Fine Range	\$36,400,000 / \$72,800,000

The parties agree that the offenses of conviction should be grouped together for purposes of sentencing pursuant to USSG § 3D1.2.

5. **Penalties and Assessments:** Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Department and the defendant agree that ETF shall pay a monetary penalty of \$29,120,000, and a special assessment of \$800. This monetary penalty represents a 20% reduction below the bottom of the Sentencing Guidelines range. The Department and the defendant agree that this is the appropriate sentence in the case, after consideration of: (a) the Sentencing Guidelines; (b) the payment of monetary penalties and/or disgorgement in other related criminal and civil proceedings in the U.S. by ETF's ultimate parent, Daimler, and its affiliates, DaimlerChrysler Automotive Russia SAO and DaimlerChrysler China Ltd.; (c) ETF's acknowledgment of and inclusion in Daimler AG's substantial compliance and remediation efforts and rehabilitation, as outlined in the Department's Sentencing Memorandum; and (d) the factors set forth in 18 U.S.C. § 3553(a). The parties agree and stipulate that the factors mentioned above and described in the Department's Sentencing Memorandum represent mitigating circumstances "of a kind, or to a degree, not adequately taken into consideration by the United States Sentencing Commission." 18 U.S.C. § 3553(b)(1). This \$29,120,000 monetary penalty and the \$800 special assessment shall be paid to the Clerk of Court, United States District Court for the District of Columbia, within ten (10) days of sentencing. The parties agree that this \$29,120,000 penalty shall be offset against the \$93,600,000 monetary penalty

being paid by Daimler AG as part of its deferred prosecution agreement entered into simultaneously herewith, in accordance with the terms of Daimler's agreement. ETF acknowledges that no tax deduction may be sought in connection with payment of any part of its \$29,120,000 monetary penalty or any part of Daimler's \$93,600,000 payment allocable to ETF.

6. **Court is Not Bound:** Defendant understands that, if the Court rejects this Agreement, the Court must: (a) inform the parties that the Court rejects the Agreement; (b) advise the defendant's counsel that the Court is not required to follow the Agreement and afford the defendant the opportunity to withdraw its plea; and (c) advise the defendant that if the plea is not withdrawn, the Court may dispose of the case less favorably toward the defendant than the Agreement contemplated. The defendant further understands that if the Court refuses to accept any provision of this Agreement, neither party shall be bound by the provisions of the Agreement.

7. **Waiver of Rights:** Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 limit the admissibility of statements made in the course of plea proceedings or plea discussions in both civil and criminal proceedings, if the guilty plea is later withdrawn. The defendant expressly warrants that it has discussed these rules with its counsel and understands them. Solely to the extent set forth below, the defendant voluntarily waives and gives up the rights enumerated in Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410. Specifically, the defendant understands and agrees that any statements that it makes in the course of its guilty plea or in connection with this plea agreement are admissible against it for any purpose in any U.S. federal criminal proceeding if, even though the Department has fulfilled all of its obligations under this Agreement and the Court has imposed the agreed-upon sentence, ETF nevertheless withdraws its guilty plea.



The parties further agree, with the permission of the Court, to waive the requirement for a pre-sentence report pursuant to Federal Rule of Criminal Procedure 32(c)(1)(A), based on a finding by the Court that the record contains information sufficient to enable the Court to meaningfully exercise its sentencing power. The parties agree, however, that in the event the Court orders the preparation of a pre-sentence report prior to sentencing, such order will not affect the Agreement set forth herein.

The parties further agree to ask the Court's permission to combine the entry of the plea and sentencing into one proceeding. However, the parties agree that in the event the Court orders that the entry of the guilty plea and sentencing hearing occur at separate proceedings, such an order will not affect the Agreement set forth herein.

If the Court orders a pre-sentence investigation report or a separate sentencing date, the parties agree to waive the time requirements for disclosure of and objections to the pre-sentence investigation report under Fed. R. Crim. P. 32(e), so as to accommodate a sentencing hearing prior to the date that would otherwise apply. At the time of the plea hearing, the parties will suggest mutually agreeable and convenient dates for the sentencing hearing with adequate time for (a) any objections to the pre-sentence report, and (b) consideration by the Court of the pre-sentence report and the parties' sentencing submissions.

8. **Press Releases:** The defendant agrees that if it or any of its direct or indirect affiliates or subsidiaries issues a press release in connection with this Agreement, ETF shall first consult the Department to determine whether (a) the text of the release is true and accurate with respect to matters between the Department and ETF; and (b) the Department has no objection to the release. Statements at any press conference concerning this matter shall be consistent with this press release.

9. **Sales, Mergers or Transfers:** Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, the defendant agrees that in the event it sells, merges or transfers all or substantially all of its business operations, or all or substantially all of one of its individual operating divisions and businesses, as they exist as of the date of this agreement, whether such sale(s) is/are structured as a stock or asset sale, merger, or transfer, ETF shall include in any such contract for sale, merger or transfer, a provision fully binding the purchaser(s) or any successor(s) in interest thereto to the obligations described in this agreement. In considering requests for exemption from or modifications of this requirement, the Department agrees to consider in good faith ETF's compliance history with respect to the business, and all other relevant facts and circumstances including the need for and cost of compliance with this provision.

10. **Continuing Cooperation:** ETF shall: (a) plead guilty as set forth in this agreement; (b) abide by all sentencing stipulations contained in this agreement; (c) appear, through its duly appointed representatives, as ordered for all court appearances and obey any other ongoing court order in this matter; (d) commit no further state or federal offense; (e) be truthful at all times with the Court; (f) pay the applicable fine and special assessment; and (g) continue to cooperate fully with the Department and the U.S. Securities and Exchange Commission. At the request of the Department, and consistent with applicable law and regulation, the defendant shall also cooperate fully with such other domestic or foreign law enforcement agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the defendant, or any of its present and former employees, agents, consultants, contractors, subcontractors, and subsidiaries, or any other party, in any and all matters relating to improper payments, related false books, and records and inadequate internal controls, and in such manner as the parties may agree. ETF shall truthfully

disclose all non-privileged information with respect to the activities of ETF and its subsidiaries or affiliates, its present and former employees, agents, consultants, contractors, and subcontractors, concerning all matters relating to improper payments in connection with their operations, related false books and records, or inadequate internal controls about which ETF has any knowledge and about which the Department, the U.S. Securities and Exchange Commission, or, at the request of the Department, any mutually agreed upon other foreign or domestic law enforcement authorities and agencies, shall inquire. This obligation of truthful disclosure includes the obligation, consistent with applicable law or regulation including labor, data protection, and privacy laws, to provide, upon request, any non-privileged document, record, or other tangible evidence in the custody and control of ETF relating to such improper payments, false books and records, and inadequate internal controls about which the aforementioned authorities and agencies shall inquire of ETF, subject to the direction of the Department and the agreement of the parties where appropriate. In addition, with respect to any issue relevant to the Department's investigation of corrupt payments, related false books and records, and inadequate internal controls in connection with the operations of ETF, or any of its present or former subsidiaries or affiliates, ETF shall use its best efforts to make available for interviews or testimony, as requested by the Department, present or former employees, agents, and consultants of ETF, as well as directors, officers, employees, agents, and consultants of contractors and subcontractors. All such requests for information shall be made through Daimler, unless the parties otherwise agree. Nothing in this agreement shall be construed to require ETF to conduct any further investigation other than as necessary to identify and produce relevant non-privileged documents, records or other tangible evidence within the custody and control of ETF.

11. **Remediation:** ETF acknowledges and accepts that it will be monitored by a corporate compliance monitor (the "Monitor") pursuant to the terms of Daimler's deferred prosecution agreement entered into simultaneously herewith.

12. **Department Concessions:** In exchange for the defendant's guilty plea, the guilty plea entered by DaimlerChrysler Automotive Russia SAO, the entry into deferred prosecution agreements by Daimler and DaimlerChrysler China Ltd., and the complete fulfillment of all of the defendant's obligations under this agreement, the Department agrees not to use any information related to the conduct described in the accompanying Information and Statement of the Offense, or related to any other conduct disclosed to the Department prior to the date of this agreement, against the defendant or any of its present or former subsidiaries or affiliates in any criminal case except in a prosecution for perjury or obstruction of justice, in a prosecution for making a false statement after the date of this Agreement, or in a prosecution or other proceeding relating to any crime of violence. In addition, the Department agrees that it will not bring any criminal charge against the defendant, or any of its present or former subsidiaries or affiliates for conduct that: (i) arises from or relates in any way to the conduct of the defendant or its present and former employees, consultants, and agents described in the accompanying Information and Statement of the Offense or the Informations and Statements of the Offense accompanying the plea of DaimlerChrysler Automotive Russia SAO and the deferred prosecution agreements of Daimler and DaimlerChrysler China Ltd.; or (ii) that arises from or relates in any way to information disclosed by the defendant to the Department prior to the date of this Agreement, or related to undisclosed, unknown conduct of a similar scale and nature that took place prior to the date of this Agreement. This paragraph does not provide any protection against prosecution for any improper payments, false books and records, or circumvention of internal

controls, if any, made in the future by the defendant, or any of its employees, agents, or consultants, whether or not disclosed by the defendant pursuant to the terms of this Agreement. This Agreement will not close or preclude the investigation or prosecution of any natural persons, including any current or former employees, stockholders, consultants, or agents of the defendant, of its present or future direct or indirect affiliates or of its present or future subsidiaries who may have been involved in any of the matters set forth in the accompanying Statement of the Offense or in any other matters. Finally, the Department agrees that it will file a Sentencing Memorandum in support of the proposed agreed-upon sentence that will include a description of: (a) relevant facts, (b) the nature of the offenses, and (c) Daimler's (and ETF's) cooperation, compliance, and remediation measures.

13. **Full Disclosure/Reservation of Rights:** In the event the Court directs the preparation of a pre-sentence report, the Department will fully inform the preparer of the pre-sentence report and the Court of the facts and law related to the defendant's case. Except as set forth in this Agreement, the parties reserve all other rights to make sentencing recommendations and to respond to motions and arguments by the opposition.

14. **Waiver of Appeal Rights:** The defendant knowingly, intelligently, and voluntarily waives its right to appeal the conviction in this case. The defendant similarly knowingly, intelligently, and voluntarily waives its right to appeal the sentence imposed by the Court, provided such sentence is consistent with the terms of this Agreement. The defendant waives all defenses based on the statute of limitations and venue with respect to any prosecution that is not time-barred on the date this Agreement is signed in the event that: (a) the conviction is later vacated for any reason; (b) the defendant violates this Agreement; or (c) the plea is later withdrawn. The Department is free to take any position on appeal or any other post-judgment matter.

15. **Breach of Agreement:** The defendant agrees that if it fails to comply with any of the provisions of this Agreement, makes false or misleading statements before the Court, commits any further state or federal offense, or attempts to withdraw the plea after sentencing even though the Department has fulfilled all of its obligations under this Agreement and the Court has imposed the sentence (and only the sentence) provided in this Agreement, the Department will have the right to characterize such conduct as a breach of this Agreement. In the event of such a breach, (a) the Department will be free from its obligations under the agreement and may take whatever position it believes appropriate as to the sentence (for example, should the defendant commit any conduct after the date of this Agreement – examples of which include, but are not limited to, obstruction of justice and false statements to law enforcement agents, the probation office, or the Court – the Department is free under this Agreement to seek an increase in the sentence based on that post-agreement conduct); (b) the defendant will not have the right to withdraw the guilty plea; (c) the defendant shall be fully subject to criminal prosecution for any other crimes which it has committed or might commit, if any, including perjury and obstruction of justice; and (d) the Department will be free to use against the defendant, directly and indirectly, in any criminal or civil proceeding any of the information or materials provided by the defendant pursuant to this Agreement, as well as the admitted Statement of the Offense.

In the event of such breach, any such prosecutions of the defendant not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the defendant in accordance with this paragraph, notwithstanding the running of the applicable statute of limitations in the interval between now and the commencement of such prosecutions. The defendant knowingly and voluntarily agrees to waive any and all defenses based

on the statute of limitations for any prosecutions commenced pursuant to the provisions of this paragraph.

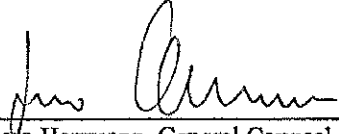
In the event that the Department determines that ETF has breached this Agreement, and prior to instituting any prosecution resulting from such breach, the Department agrees to provide ETF with written notice of such breach, to which ETF shall, within thirty (30) days, have the opportunity to respond to the Department in writing to explain the nature and circumstances of such breach, as well as the actions ETF has taken to address and remediate the situation, which explanation the Department shall consider in determining whether to institute any prosecution.


16. **Complete Agreement:** No agreements, promises, understandings, or representations have been made by the parties or their counsel other than those contained in writing herein. Nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by defendant, defendant's counsel, and an attorney for the U.S. Department of Justice, Criminal Division, Fraud Section. If the foregoing terms and conditions are satisfactory, ETF may indicate its assent by signing the Agreement in the space indicated below and returning the original once it has been signed by ETF and its counsel.

**AGREED:**

**FOR Daimler Export and Trade Finance GmbH:**

By:

  
\_\_\_\_\_  
Dr. Gero Herrmann, General Counsel  
Daimler AG

  
\_\_\_\_\_  
Martin J. Weinstein  
Willkie Farr & Gallagher LLP

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Carl S. Rauh  
Hogan & Hartson LLP

\_\_\_\_\_  
Gary DiBianco  
Skadden Arps Slate Meagher & Flom LLP

Counsel for Daimler AG and  
Daimler Export and Trade Finance GmbH



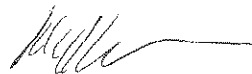
16. **Complete Agreement:** No agreements, promises, understandings, or representations have been made by the parties or their counsel other than those contained in writing herein. Nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by defendant, defendant's counsel, and an attorney for the U.S. Department of Justice, Criminal Division, Fraud Section. If the foregoing terms and conditions are satisfactory, ETF may indicate its assent by signing the Agreement in the space indicated below and returning the original once it has been signed by ETF and its counsel.

**AGREED:**

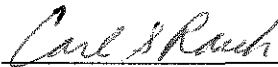
**FOR Daimler Export and Trade Finance GmbH:**

By:

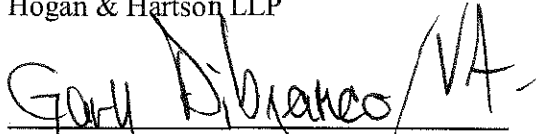
\_\_\_\_\_  
Dr. Gero Herrmann, General Counsel  
Daimler AG



\_\_\_\_\_  
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Willkie Farr & Gallagher LLP



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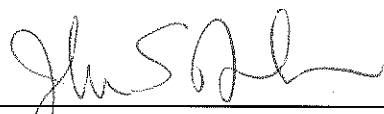
\_\_\_\_\_  
Gary DiBianco  
Skadden Arps Slate Meagher & Flom LLP

Counsel for Daimler AG and  
Daimler Export and Trade Finance GmbH

**FOR THE DEPARTMENT OF JUSTICE:**

DENIS J. MCINERNEY  
Chief, Fraud Section

By:   
\_\_\_\_\_  
Mark F. Mendelsohn  
Deputy Chief, Fraud Section

  
\_\_\_\_\_  
John S. Darden  
Assistant Chief, Fraud Section

United States Department of Justice  
Criminal Division  
1400 New York Ave., N.W.  
Washington, D.C. 20005  
(202) 514-7023

Washington, D.C., on this 22<sup>d</sup> day of March, 2010

**GENERAL COUNSEL'S CERTIFICATE**

I have read this Agreement and carefully reviewed every part of it with outside counsel for Daimler Export and Trade Finance GmbH ("ETF"). I understand the terms of this Agreement and voluntarily agree, on behalf of ETF, to each of its terms. Before signing this Agreement, I consulted with outside counsel for ETF. Counsel fully advised me of the rights of ETF, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.


I have carefully reviewed the terms of this Agreement with the Managing Director of ETF. I have advised, and caused outside counsel for ETF to advise, the Managing Director fully of the rights of ETF, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of ETF, in any way to enter into this Agreement. I am also satisfied with outside counsels' representation in this matter. I certify that I am the General Counsel of Daimler AG and that I have been duly authorized by ETF to execute this agreement on behalf of ETF.

Date:                   , 2010

**Daimler Export and Trade Finance GmbH**

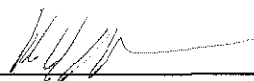
By:

  
\_\_\_\_\_  
Dr. Gero Herrmann, General Counsel  
Daimler AG

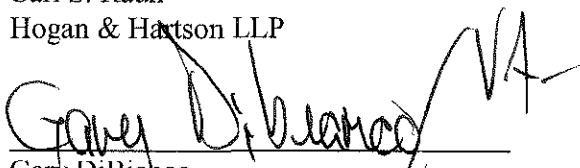
**CERTIFICATE OF COUNSEL**

We are counsel for Daimler Export and Trade Finance GmbH (“ETF”) and Daimler AG (“Daimler”) in the matter covered by this Agreement. In connection with such representation, we have examined relevant Daimler and ETF documents and have discussed the terms of this Agreement with the ETF Managing Director. Based on our review of the foregoing materials and discussions, we are of the opinion that: the representative of ETF has been duly authorized to enter into this Agreement on behalf of ETF and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of ETF and is a valid and binding obligation of ETF. Further, we have carefully reviewed the terms of this Agreement with the Managing Director of ETF. We have fully advised him of the rights of ETF, of possible defenses, of the Sentencing Guidelines’ provisions, and of the consequences of entering into this Agreement. To our knowledge, the decision of ETF to enter into this Agreement, based on the authorization of the Managing Director is an informed and voluntary one.

Date: \_\_\_\_\_, 2010

  
\_\_\_\_\_  
Martin J. Weinstein  
Willkie Farr & Gallagher LLP

  
\_\_\_\_\_  
Carl S. Rauh  
Hogan & Hartson LLP

  
\_\_\_\_\_  
Gary DiBianco  
Skadden Arps Slate Meagher & Flom LLP

Counsel for Daimler AG and  
Daimler Export and Trade Finance GmbH

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

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**UNITED STATES OF AMERICA,**

**Plaintiff,**

**v.**

**DAIMLER EXPORT AND  
TRADE FINANCE GmbH,**

**Defendant.**

---

**Criminal No.** \_\_\_\_\_

**Conspiracy  
18 U.S.C. § 371  
Foreign Corrupt Practices Act  
15 U.S.C. § 78dd-3 and  
18 U.S.C. § 2**

**STATEMENT OF OFFENSE**

The United States and Defendant DAIMLER EXPORT AND TRADE FINANCE GMBH (“ETF”) agree that the following facts are true and correct:

1. Daimler AG, formerly DaimlerChrysler AG and Daimler Benz AG (collectively “Daimler”), was a German vehicle manufacturing company with business operations throughout the world. Among other things, Daimler sold all manner of cars, trucks, vans, and buses, including Unimogs, heavy duty all terrain trucks primarily used for hauling, and Actros, large commercial tractor/trailer-style vehicles. Daimler was a major global producer of premium passenger cars, as well as the largest manufacturer of commercial vehicles in the world. As a result of its luxury car and commercial vehicles lines, Daimler had among its customers government and state-owned entities from many countries in which it did business. Daimler sold its products worldwide, had production facilities on five continents, did business in many foreign countries, and employed more than 270,000 people.

2. ETF, a German corporation, was a wholly-owned, German-based subsidiary of Daimler Financial Services AG (“DFS”), which was itself a wholly-owned subsidiary of Daimler. ETF formerly was known as “debis International Trading GmbH” (“dIT” or “debis”). ETF specialized in the structuring and arranging of customized financing solutions for exports by Daimler and external customers to countries without a local DFS company. In addition to these financing services, ETF participated in business ventures outside of Daimler’s core businesses of the manufacture and sale of passenger cars and commercial vehicles. ETF, a foreign corporation, was a “person,” as that term is used in the FCPA, 15 U.S.C. § 78dd-3(f)(1).

3. The Croatian Ministry of the Interior was a department and agency of the Croatian government, and was responsible for, among other things, public safety, including the purchase of fire trucks.

4. IM Metal (“IMM”) was a Croatian government controlled and partially owned former weapons manufacturer. IMM was an “instrumentality” of the Croatian government, and executives employed by IMM, or their designees, were “foreign officials,” as those terms are used in the FCPA, 15 U.S.C. § 78dd-3(f)(2)(A).

#### **BACKGROUND**

5. In 2002, the Croatian government initially appropriated approximately €75 million so that the Ministry of the Interior (“MOI”) could purchase fire trucks. The 2002 public tender, which was initially published, voided, and then ultimately awarded in 2003, was actually valued at approximately €85 million, and provided for the purchase of 210 fire trucks by the MOI from a consortium led by ETF to be delivered in tranches between 2003 and 2009 (the “Fire Trucks Contract”).

## THE CRIMINAL CONDUCT

### PURPOSE OF THE CONSPIRACY

6. ETF and others, known and unknown, took the following action:
  - a. Prior to being awarded the Fire Truck Contract, ETF understood that improper payments to Croatian government officials would be required in order to secure the Fire Truck Contract from the Croatian MOI.
  - b. ETF made improper payments directly to Croatian government officials and to third parties with the understanding that the payments would be passed on, in whole or in part, to Croatian government officials to assist in the Fire Truck Contract.
  - c. At the request of the Croatian government prior to the award of the public tender, ETF included IMM as part of the consortium of companies bidding on the Fire Truck Contract.
  - d. Between 2002 and January 2008, ETF made approximately €3.02 million in payments to IMM and/or its principals in connection with the contract to sell fire trucks to the Croatian MOI with the understanding that all or a portion of the funds were paid to IMM's employees, themselves foreign government officials, and that another portion of the funds were paid to Croatian government officials outside IMM in exchange for assistance in securing for the ETF-led consortium the Fire Truck Contract.
  - e. In addition to the improper payments made through IMM, ETF made improper payments to: (1) Biotop Group, Inc. ("Biotop"), a Delaware corporation; and (2) Marketing Research and Consultants LLC ("MRC"), a Wyoming corporation.

f. ETF entered into contracts with Biotop and MRC reflecting their places of incorporation in Delaware and Wyoming, respectively.

g. ETF received invoices from Biotop and MRC reflecting their corporate addresses in Delaware and Wyoming, respectively.

h. ETF drafted and approved credit notes to Biotop and MRC reflecting their corporate addresses in Delaware and Wyoming, respectively.

i. In total, between 2002 and January 2008, ETF made approximately €1,673,349 in improper payments to Biotop and MRC in connection with the Fire Truck Contract with the understanding that those payments would be passed on, in whole or in part, to Croatian government officials. Neither Biotop nor MRC performed legitimate services for ETF sufficient to warrant payments in these amounts.

#### **OVERT ACTS**

7. More specifically, ETF or at least one of its co-conspirators committed or caused to be committed, within the territory of the United States and elsewhere, the following acts, among others:

##### **Improper Payments to a Croatian Government-Owned Company**

a. On or about May 3, 2002, ETF (then known as “debis”) signed a contract with IMM whereby IMM agreed, among other things, to support ETF’s negotiations with prospective Croatian clients – at the time, only the Croatian government – and ETF’s preparation for tender participation.

b. In or about September 2002, IMM made a payment of approximately DM200,000 to Croatian government officials which payment an internal ETF e-mail referred to as



“nA.,” which is an abbreviation for “nützliche Aufwendungen,” which translates to “useful payment” or “necessary payment,” and was understood by certain employees to mean “official bribe.”

c. On or about November 18, 2002, ETF made two payments totaling approximately €250,000 from ETF’s account in Germany to IMM’s two primary owners as a “success bonus” for having been awarded the contract by the Croatian MOI.

d. On or about May 23, 2003, ETF, Daimler, IMM, and others signed a new consortium agreement following the cancellation of the prior tender, due to the Croatian government’s lack of funds to support the project.

#### **Improper Payments to U.S.-based Shell Companies**

e. On or about July 30, 2003, ETF entered into a sham consulting contract with Biotop in order to conceal the nature of improper payments ETF made to Biotop, and with the understanding that these funds would be passed on, in whole or in part, to Croatian government officials to assist in securing the Fire Trucks Contract with the Croatian MOI.

f. On or about December 4, 2003, ETF made a payment of approximately €57,500 to Biotop pursuant to the July 30, 2003, contract with the understanding that the funds would be passed on, in whole or in part, to Croatian government officials in connection with the Fire Trucks Contract.

g. On or about March 4, 2004, a company named MRC was incorporated in Wyoming.

h. On or about March 10, 2004, six days after MRC’s incorporation, ETF executed a written consulting contract with MRC in order to conceal the nature of improper

payments being made to MRC, with the understanding that the payments to MRC would be passed on, in whole or in part, to Croatian government officials.

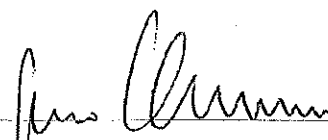
i. On or about July 19, 2006, ETF executed a credit note authorizing the payment of approximately €174,765 from ETF's account in Germany, pursuant to the March 10, 2004 MRC contract, with the understanding that the funds would be passed on, in whole or in part, to Croatian government officials in connection with the Fire Trucks Contract.

j. On or about July 31, 2006, ETF executed a credit note authorizing the payment of approximately €217,030.62 from ETF's account in Germany, pursuant to the March 10, 2004 MRC contract, with the understanding that the funds would be passed on, in whole or in part, to Croatian government officials in connection with the provision of fire trucks to the Croatian MOI.

**DEFENDANT'S ACCEPTANCE**

I have read this Statement of Offense. Pursuant to Fed. R. Crim. P. 11, and on behalf of Daimler Export and Trade Finance GmbH, I accept and acknowledge responsibility for the acts of Daimler Export and Trade Finance GmbH's employees, agents, and consultants, and I admit that the evidence supporting the Statement of Offense establishes that Daimler Export and Trade Finance GmbH is guilty of the offenses to which it is pleading guilty.

Date: 22.03.10

  
\_\_\_\_\_  
For Daimler Export and Trade Finance GmbH

**ATTACHMENT B**

**CERTIFICATE OF CORPORATE RESOLUTION**

WHEREAS, Daimler Export and Trade Finance GmbH, with registered seat in Berlin (local court of Berlin (Charlottenburg), HRB 37055 B) (AETF@ or, Athe Company@), a subsidiary of Daimler AG ("Daimler"), with its registered seat in Stuttgart (local court of Stuttgart, HRB 19360), has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (Athe Department@) regarding resolving its investigation of the Company under the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq. (the "FCPA"); and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Department; and

WHEREAS the Daimler AG's General Counsel, together with outside counsel for the Company, have advised the sole Managing Director of the Company of its rights, possible defenses, the Sentencing Guidelines= provisions, and the consequences of entering into such agreement with the Department;

Therefore, this Board hereby RESOLVES that:

1. The Company (i) accepts and acknowledges the two-count Information charging ETF with conspiracy to commit an offense against the United States, namely, to violate the anti-bribery provisions of the FCPA (Count One); and violating the anti-bribery provisions of the FCPA, 15 U.S.C. § 78dd-3 and 18 U.S.C. § 2 (Count Two); (ii) waives indictment on such charges and enters into a plea agreement with the Department; and (iii) agrees to accept a monetary penalty against ETF of \$31,040,000, and to pay \$31,040,000 to the United States Treasury with respect to the conduct described in the Information and Statement of the Offense.

2. The General Counsel of Daimler, Mr. Gerd T. Becht, the counsels of Daimler Mr. Thomas Laubert and Mr. Florian Adt, or their delegate, are hereby authorized, empowered and directed, on behalf of the Company, to execute the plea agreement substantially in such form as reviewed by the Managing Director at this meeting with such changes as the General Counsel of Daimler, Mr. Becht, the counsels of Daimler Mr. Laubert and Mr. Adt, or their delegate may approve;

3. The General Counsel of Daimler, Mr. Becht, the counsels of Daimler Mr. Laubert and Mr. Adt, or their delegate, are hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate, and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate to carry out and effectuate the purpose and intent of the foregoing resolutions; and

4. All of the actions of the General Counsel of Daimler, Mr. Becht, or the counsels of Daimler Mr. Laubert and Mr. Adt, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company.

Date: Jan 13, 2009

  
\_\_\_\_\_  
Axel Buhr  
Managing Director  
Daimler Export and Trade Finance GmbH

**SHAREHOLDERS' RESOLUTION**

**OF**

**DAIMLER EXPORT AND TRADE  
FINANCE GMBH**

**GESELLSCHAFTERBESCHLUSS**

**DER**

**DAIMLER EXPORT AND TRADE FINANCE  
GMBH**

**Daimler Financial Services AG**

with its registered seat in Berlin, registered with the local court of Berlin (Charlottenburg) under HRB 33551 (hereinafter "Shareholder"), represented by Mr. Klaus Becher and Mr. Gösta Dobler, who are authorized to represent the Shareholder jointly (*Gesamtprokuristen*),

mit Sitz in Berlin, eingetragen im Handelsregister des Amtsgerichts Berlin (Charlottenburg) unter HRB 33551 (nachfolgend "Gesellschafterin"), vertreten durch die Prokuristen Klaus Becher und Gösta Dolber, die berechtigt sind die Gesellschafterin gemeinschaftlich zu vertreten (*Gesamtprokuristen*),

is the sole Shareholder of

ist die alleinige Gesellschafterin der

**Daimler Export and Trade Finance GmbH**

with its registered seat in Berlin, registered with the local court of Berlin (Charlottenburg) under HRB 37055 B (the "Company").

mit Sitz in Berlin, eingetragen im Handelsregister des Amtsgerichts Berlin (Charlottenburg) unter HRB 37055 B (die "Gesellschaft").

**I. Preamble**

Daimler AG, with its registered seat in Stuttgart (local court of Stuttgart, HRB 19360), the sole shareholder of the Shareholder and the ultimate shareholder of the Company and the Company itself have been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section ("DOJ") regarding resolving its investigation of the Company under the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq. (as amended, the "FCPA").

**I. Vorbemerkung**

Die Daimler AG, mit Sitz in Stuttgart (Amtsgericht Stuttgart, HRB 19360), als alleiniger Gesellschafter der Gesellschafterin und als ultimativer Gesellschafter der Gesellschaft, und die Gesellschaft selbst haben mit dem U.S. Justizministerium (*United States Department of Justice*), Kriminalabteilung, Sektion Betrug ("DOJ") Gespräche über die Beendigung der Untersuchung der Gesellschaft durch das DOJ betreffend Verstöße gegen den U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 ff. (in der geänderten Fassung, der "FCPA") geführt.

In order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the DOJ whereby the Company shall plead guilty to certain crimes (the "Plea Agreement").

Daimler AG's General Counsel, Gerd T. Becht, together with outside counsel for Daimler AG and the Company have advised the managing director of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions and the consequences of entering into such agreement with the DOJ.

The Managing Director of the Company has adopted a resolution to enter into and execute a settlement and in particular the Plea Agreement with the DOJ. The Shareholder intends to grant its consent to the aforementioned resolution of the Managing Director.

## II. Shareholder Resolution

**The Shareholder adopts the following resolution:**

Consent is hereby granted to the Managing Director resolution a copy of which is attached hereto as **Annex A**.

No further resolutions are adopted.

In case of conflict of interpretation of this resolution, the English version shall take

Zur Erledigung dieser Diskussionen, wird vorgeschlagen, dass die Gesellschaft einen Vertrag mit dem DOJ abschließt, in welchem die Gesellschaft sich hinsichtlich der Begehung bestimmter Straftaten für schuldig bekennt (das "Plea Agreement").

Der Leiter der Rechtsabteilung der Daimler AG, Gerd T. Becht, hat zusammen mit den weiteren externen Rechtsanwälten der Daimler AG und der Gesellschaft den Geschäftsführer der Gesellschaft die Rechte der Gesellschaft, mögliche Verteidigungsmaßnahmen, die Richtlinien der Strafzumessung und die Folgen des Abschlusses eines solchen Vertrages mit dem DOJ besprochen und ihn diesbezüglich beraten.

Der Geschäftsführer der Gesellschaft hat einen Beschluss gefasst zum Abschluss einer Einigung und insbesondere des Plea Agreements mit dem DOJ. Die Gesellschafterin beabsichtigt ihre Zustimmung zu dem vorgenannten Beschluss des Geschäftsführers zu erteilen.

## II. Gesellschafterbeschluss

**Die Gesellschafterin fasst den folgenden Gesellschafterbeschluss:**

Es wird hiermit die Zustimmung zu dem Geschäftsführerbeschluss, der in Kopie als **Annex A** beigelegt ist, erteilt.

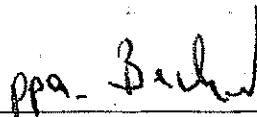
Weitere Beschlüsse werden nicht gefasst.

In Zweifelsfällen hat die englische Fassung dieses Beschlusses Vorrang.

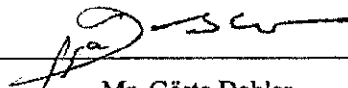
priority.

Berlin, this / den Jan. 13<sup>ten</sup>, 2009

For the Shareholder / für die Gesellschafterin



Mr. Klaus Becher



Mr. Gösta Dobler



**Annex A**

**MANAGING DIRECTOR RESOLUTION**

**GESCHÄFTSFÜHRERBESCHLUSS**

The managing director

Der Geschäftsführer

**Axel Buhr**

born / geboren 17 February 1967

with business address / geschäftsansässig

Eichhornstraße 3, 10785 Berlin, Deutschland,

who is authorized to singly represent

der befugt ist, die

**Daimler Export and Trade Finance GmbH,**

registered with the commercial register of the local court of Berlin (Charlottenburg) HRB 37055 B (the "Company")

eingetragen im Handelsregister des Amtsgerichts Berlin (Charlottenburg) unter HRB 37055 B (die "Gesellschaft") alleine zu vertreten

**adopts the following resolutions:**

**fasst die folgenden Beschlüsse:**

**I. Preamble**

**I. Vorbemerkung**

Daimler AG, with its registered seat in Stuttgart (local court Stuttgart, HRB 19360), the ultimate shareholder of the Company and the Company itself have been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section ("DOJ") regarding resolving its investigation of the Company under the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq. (as amended, the "FCPA").

Die Daimler AG, mit Sitz in Stuttgart (Amtsgericht Stuttgart, HRB 19360), der ultimative Gesellschafter der Gesellschaft und die Gesellschaft selbst haben mit dem *United States Department of Justice, Criminal Division, Fraud Section* ("DOJ") Gespräche über die Beendigung der Untersuchung der Gesellschaft durch das DOJ betreffend Verstöße gegen den U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 ff. (in der geänderten Fassung, der "FCPA") geführt.

In order to resolve such discussion, it is proposed that the Company enter into a certain agreement with the DOJ (the "Plea Agreement").

Zur Erledigung dieser Gespräche wird vorgeschlagen, dass die Gesellschaft einen Vertrag mit dem DOJ abschließt, in welchem die Gesellschaft sich hinsichtlich der Begehung bestimmter Straftaten für schuldig bekennt (das

"Plea Agreement").

Daimler AG's General Counsel, Gerd T. Becht, together with outside counsel for Daimler AG and the Company have advised the managing director of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions and the consequences of entering into such agreement with the DOJ.

Der Leiter der Rechtsabteilung der Daimler AG, Gerd T. Becht, hat zusammen mit weiteren externen Rechtsanwälten der Daimler AG und der Gesellschaft den Geschäftsführer der Gesellschaft die Rechte der Gesellschaft, mögliche Verteidigungsmaßnahmen, die Richtlinien der Strafzumessung und die Folgen des Abschlusses eines solchen Vertrages mit dem DOJ besprochen und ihn diesbezüglich beraten.

## II. Managing Director Resolution

### 1. The Company

- (i) accepts and acknowledges the two-count Information charging the Company with conspiracy to commit an offense against the United States, namely, to violate the anti-bribery provisions of the FCPA (Count One); and violating the anti-bribery provisions of the FCPA, 15 U.S.C. ' 78dd-3 and 18 U.S.C. ' 2 (Count Two);
- (ii) waives indictment on such charges; and
- (iii) enters into a plea agreement with the DOJ; and
- (iv) agrees to accept a monetary penalty against the Company of \$31,040,000, and to pay \$31,040,000 to the United States Treasury with respect to the conduct described in the Information and Statement of the Offense.

## II. Geschäftsführerbeschluss

### 1. Die Gesellschaft

- (i) akzeptiert und nimmt die Einreichung einer sog. two-count Anklage (*Information*) zur Kenntnis, in welcher der Gesellschaft ein Vergehen (*offense*) gegen die United States, und zwar eine Verschwörung zur Verletzung der Bestechungsvorschriften des FCPA (Punkt 1 der Anklage) und eine Verletzung der Bestechungsvorschriften des FCPA 15 U.S.C. § 78dd-3 und 18 U.S.C. § 2 (Punkt 2 der Anklage) vorgeworfen wird;
- (ii) verzichtet auf die Anklage hinsichtlich dieser Vorwürfe; und
- (iii) schließt das Plea Agreement mit dem DOJ ab; und
- (iv) erklärt sich mit der Anerkennung einer Geldstrafe gegen die Gesellschaft in Höhe von USD 31.040.000 und damit, an das *United States Treasury* einen Betrag in Höhe von USD 31.040.000 hinsichtlich des in der Anklage (*Information*) und dem *Statement of the Offense* beschriebenen Verhaltens zu zahlen einverstanden.

2. The General Counsel of Daimler AG, Mr. Gerd. T. Becht, the counsels of Daimler AG, Mr. Thomas Laubert and Mr. Florian Adt, or their respective delegate (hereinafter collectively the "Attorneys-in-fact"), are each of them singly authorized, empowered and directed, on behalf of the Company, to execute the Plea Agreement substantially in such form as attached hereto as Annex A and reviewed by the shareholders meeting and the Managing Director with such changes as the General Counsel of Daimler AG, Mr. Gerd. T. Becht, the counsels of Daimler AG, Mr. Thomas Laubert and Mr. Florian Adt, or their respective delegate, may approve.
3. The Attorneys-in-fact are hereby each of them singly authorized, empowered and directed to take any and all actions as may be necessary or appropriate, and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate to carry out and effectuate the purpose and intent of the foregoing resolutions.
4. All of the actions of the Attorneys-in-fact, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company.
2. Der Leiter der Rechtsabteilung der Daimler AG, Herr Gerd T. Becht, die Anwälte der Rechtsabteilung der Daimler AG Herr Thomas Laubert und Herr Florian Adt, sowie deren jeweiliger Vertreter (nachfolgend gemeinsam die "Bevollmächtigten") sind jeweils einzeln ermächtigt, bevollmächtigt und angewiesen, im Namen und für Rechnung der Gesellschaft das Plea Agreement abzuschließen und die vorgenannten Handlungen und Maßnahmen vorzunehmen, im Wesentlichen in der Form wie hieran als Anlage A angefügt und wie von der Gesellschafterversammlung und dem Geschäftsführer durchgesehen und mit den Änderungen, die der Leiter der Rechtsabteilung der Daimler AG, Herr Gerd T. Becht, die Anwälte der Rechtsabteilung der Daimler AG Herr Thomas Laubert und Herr Florian Adt oder deren jeweilige Vertreter, genehmigen.
3. Die Bevollmächtigten werden hiermit jeweils einzeln ermächtigt, bevollmächtigt und angewiesen, sämtliche erforderlichen oder zweckmäßigen Maßnahmen vorzunehmen, und die Form, Bedingungen oder Regelungen sämtlicher Verträge oder sonstigen Dokumente, soweit dies erforderlich oder zweckmäßig ist, zu genehmigen, um die vorstehenden Beschlüsse durchzuführen und deren Zweck und Absicht herbeizuführen.
4. Sämtliche Maßnahmen der Bevollmächtigten, die von den vorstehenden Beschlüssen umfasst sind, werden hiermit, auch wenn diese Maßnahmen bereits vor der Fassung der vorstehenden Beschlüsse vorgenommen wurden, jeweils für sich als Maßnahmen der Gesellschaft bestätigt, genehmigt, gebilligt und angenommen.

No further resolutions are adopted.

Weitere Beschlüsse wurden nicht gefasst.

In case of conflict of interpretation of this resolution, the English version shall take priority.

In Zweifelsfällen hat die englische Fassung dieses Beschlusses Vorrang.

Berlin, this / den Jan. 13, 2009



Mr. Axel Buhr

Managing Director

Daimler Export and Trade Finance GmbH

POWER OF ATTORNEY

VOLLMACHT

The undersigned

Die unterzeichnete

**Daimler Export and Trade Finance GmbH**

Eichhornstraße 3, 10785 Berlin, Deutschland,

registered with the commercial register of the local court of Berlin (Charlottenburg) under HRB 37055 B, eingetragen im Handelsregister des Amtsgerichts in Berlin (Charlottenburg) unter HRB 37055 B,

(hereinafter the "**Principal**" / nachfolgend die "**Vollmachtgeberin**")

represented by its managing director

vertreten durch ihren Geschäftsführer

**Axel Buhr**

born / geboren am 17 February / Februar 1967

with business address / geschäftsansässig  
Eichhornstraße 3, 10785 Berlin, Deutschland,

who is authorized to represent the Principal singly hereby grants power of attorney to der berechtigt ist, die Vollmachtgeberin allein zu vertreten, bevollmächtigt hiermit

Dr. Gero Herrmann

Dr. Thomas Altenbach

Dr. Wolfgang Herb

all with business address / alle geschäftsansässig

Mercedesstrasse 137, 70327 Stuttgart, Germany,

(hereinafter the "**Attorneys-in-fact**" / nachfolgend die "**Bevollmächtigten**")

each of them singly

und zwar jeden von ihnen einzeln

for the purpose of entering into and executing a plea agreement with the U.S. Department of Justice ("**DOJ**") to resolve the DOJ's investigation into the Principal.

zum Zwecke eine Vereinbarung über ein Strafgeständnis mit dem U.S.-Justizministerium ("**DOJ**") zur Beendigung der Untersuchung der Vollmachtgeberin durch das DOJ abzuschließen.

The Attorneys-in-fact are in particular, without limitation, authorized to in the Principal's name and on the Principal's behalf accept the criminal guilty plea for the Principal and appear in court for that purpose.

Die Bevollmächtigten sind insbesondere ermächtigt, im Namen und Auftrag der Vollmachtgeberin die Abgabe eines Strafgeständnisses für die Vollmachtgeberin zu akzeptieren und zu diesem Zweck vor Gericht aufzutreten.



The Attorneys-in-fact are authorized to represent the Principal generally within the scope of this power of attorney, *i.e.* to do everything in its name and on its behalf, take any and all actions as may be necessary or appropriate and to execute, approve and amend the forms, terms or provisions of any agreement or other document as may be necessary or appropriate to carry out and effectuate the purpose and intent of the foregoing.

Die Bevollmächtigten sind ermächtigt, die Vollmachtgeberin im Rahmen dieser Vollmacht umfassend zu vertreten, d.h. in ihrem Namen und Auftrag alles zu tun, was nach Ansicht der Bevollmächtigten erforderlich und geeignet ist und die Form, Bestimmungen und Bedingungen jeglicher Vereinbarungen und anderer Dokumente auszuführen, zu genehmigen und zu ändern, soweit erforderlich und geeignet, um das Ziel und den Zweck des Vorgenannten umzusetzen und herbeizuführen.

The Attorneys-in-fact may delegate this power of attorney and may revoke such delegations. The Attorneys-in-fact may furthermore approve any acts or declarations covered by this power of attorney.

Die Bevollmächtigten dürfen Untervollmacht erteilen und widerrufen. Die Bevollmächtigten sind ermächtigt, von dieser Vollmacht umfasste Handlungen nachträglich zu genehmigen.

This power of attorney expires on December 31, 2010.

Diese Vollmacht ist gültig bis zum 31. Dezember 2010.

This power of attorney is subject to German law, without regard to principles of conflicts of law. In case of conflict of interpretation the English version shall take priority.

Diese Vollmacht unterliegt dem deutschen Recht unter Ausschluss der Verweise auf anderes Recht. In Zweifelsfällen hat die englische Fassung Vorrang.

24.November 2009

\_\_\_\_\_  
Date / Datum

Daimler Export and Trade Finance GmbH  
represented by / vertreten durch

  
\_\_\_\_\_  
Axel Buhr

I hereby certify the signature, today signed in my presence by


Mr. Axel Buhr, born on February 17, 1967,  
with business address Eichhornstraße 3, 10785 Berlin, Germany,  
personally known to me.

At the same time, on the basis of my today's inspection of the Commercial Register, Amtsgericht Berlin-Charlottenburg, reference number HRB 37055 B, I hereby certify that Mr. Axel Buhr as sole Managing Director (*Geschäftsführer*) is authorized to represent the Daimler Export and Trade Finance GmbH, Berlin.

I explained to the undersigned the prohibition of cooperation of § 3 Abs. 1 No. 7 Authentication Act (*Beurkundungsgesetz*). The undersigned denied my question if a prior involvement excluding my ability to perform the notarial duties is given.

Berlin, November 24, 2009


Deed Roll No. 634/2009

  
(Alexander Kollmorgen)  
Notar

**Bill of Costs §§ 141, 154 KostO**

**Value: 500.000,00 Euro (§ 41)**

2,5/10 certification of a signature §§ 32, 45 I KostO	130,00 Euro
5/10 fee for certification out of our office §§ 32, 58 I KostO	30,00 Euro
fee for certification of representation § 150 Nr. 1 KostO	13,00 Euro
copying fee §§ 136 I, 152 I KostO (3 pages)	1,50 Euro
mailing costs §§ 137 Nr. 1, 152 II KostO	2,90 Euro
	-----
sub total	177,40 Euro
VAT (MWSt) § 151a KostO (19,00%)	33,71 Euro
	-----
<b>Total</b>	<b>211,11 Euro</b>
	=====

  
(Alexander Kollmorgen)  
Notar



9101a E-F

Apostille  
(Convention de La Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von Alexander Kollmorgen

3. in seiner Eigenschaft als Notar in Berlin

4. sie ist versehen mit dem Siegel

des Notars

Bestätigt

5. in Berlin 6. am 26. November 2009

7. durch den Präsidenten des Landgerichts in Berlin

8. unter Nr. 9101a E-F 7281/09

9. Siegel

10. Unterschrift  
Im Auftrage

Bünning  
(Bünning)

Vorsitzende Richterin am Landgericht