

ATTACHMENT A

STATEMENT OF FACTS

The United Nations Oil-for-Food Program

1. On or around August 6, 1990, days after Iraq's invasion of Kuwait, the United Nations ("U.N.") adopted Security Council Resolution 661, which prohibited U.N. member states from transacting business with Iraq, except for the purchase and sale of humanitarian supplies. Resolution 661 prohibited virtually all direct financial transactions with the government of Iraq.
2. On or around April 15, 1995, the U.N. adopted Security Council Resolution 986, which provided a limited exception to the Iraq sanctions regime in that it allowed Iraq to sell its oil. However, Resolution 986 required that the proceeds of oil sales be used by the Iraqi government to purchase humanitarian supplies for the Iraqi people, including food and equipment to maintain and service Iraq's oil sector. This program became known as the Oil for Food Program ("OFFP"). Payments made to the Iraqi government which were not approved by the U.N. and which were outside the strict contours of the OFFP were prohibited.
3. The rules of the OFFP required that the proceeds from all sales of Iraqi oil be deposited into a U.N.-controlled escrow account at the New York branch of Banque Nationale de Paris ("BNP-Paribas"). That escrow account funded the purchase of humanitarian goods by the Iraqi government.
4. Under the provisions of the OFFP, a supplier of humanitarian goods contracted with a ministry or other department of the Iraqi government to sell goods to the Iraqi government. Once that contract was finalized, the contract was submitted to a U.N. Committee ("the 661 Committee") which reviewed the contracts to ensure that their terms complied with all OFFP and Iraq sanction regulations. The 661 Committee accepted the contracts, rejected them, or asked the supplier to provide additional information upon which the committee could make a decision.
5. If a contract was approved by the 661 Committee, a letter of credit was issued by the New York branch of BNP-Paribas to the supplier's bank stating that the supplier would be paid by the OFFP for the relevant goods once certain conditions were met, including delivery of the goods to Iraq and inspection of the goods by a U.N. contractor. Once those conditions were deemed by the U.N. to have been met, the U.N. would direct BNP-Paribas to release payment to the supplier.
6. On or around December 10, 1996, the first Iraqi oil exports under the OFFP began. The OFFP continued from in or around December 1996 until the United States invasion of Iraq on or around March 19, 2003. From in or around December 1996 through March 2003, the United States government prohibited United States companies and individuals from engaging in transactions with the government of Iraq, unless such transactions were authorized by the U.N. pursuant to the OFFP. 31 C.F.R. § 575.201, *et seq.*

7. Beginning in approximately August 2000, the Iraqi government demanded that suppliers of humanitarian goods pay a kickback, usually valued at 10% of the contract price, to the Iraqi government in order to be awarded a contract by the government. These kickbacks violated U.N. OFFP regulations and U.N. sanctions which prohibited payments to the Iraqi government which were not expressly approved by the U.N. and which were not contemplated by OFFP guidelines.

8. Often, these kickbacks were termed “after sales service fees” (“ASSFs”). They did not, however, involve the performance of any actual service by the supplier. Typically, these ASSFs were included in the contract price submitted by the supplier to the U.N. without disclosing to the U.N. the fact that the contract contained an extra 10% which would be kicked back to the Iraqi government. Including the 10% in the submitted contract price allowed the supplier to avoid paying the 10% out of its profits; instead, the suppliers caused the U.N., unknowingly, to fund the kickbacks to the Iraqi government.

9. In many cases, during or after contract negotiations, the Iraqi government asked the supplier to sign an auxiliary contract, usually called a “side letter,” memorializing the supplier’s commitment to pay the ASSFs. These side letters usually stated explicitly that the supplier agreed to pay a set amount, approximately 10% of the contract price, to the Iraqi government in advance of the arrival of the goods in Iraq.

10. Some suppliers described the ASSFs as such in the contracts submitted to the U.N. for approval, thereby leading the U.N. to believe that actual after-sales services were being provided by the supplier. Other suppliers disguised the ASSFs by inserting fictitious line items into the contracts for goods or services that were not being provided. Still other suppliers simply inflated their contract prices by 10% to account for the payments they would make, or cause to be made, to the Iraqi government.

Subsidiary

11. “Subsidiary,” from January 1, 2002 until 2007 a wholly-owned subsidiary of Ingersoll-Rand Company Limited and prior to January 1, 2002 a wholly-owned subsidiary of Ingersoll-Rand Company (collectively, “Ingersoll”), was a global manufacturer and supplier of road and construction equipment. Subsidiary was headquartered in Hameln, Germany, and maintained operations in a number of foreign countries. Ingersoll sold Subsidiary in or around February 2007 but contractually retained all liability for acts or omissions committed by Subsidiary prior to the date of the sale, with certain exceptions.

12. “Employee A,” an Iraqi citizen, was a sales representative for Subsidiary.

13. “Company X,” based in Lebanon, was an agent and distributor for Subsidiary in Iraq and was one of several intermediaries between Subsidiary and the government of Iraq.

14. Between in or around November 2000 and in or around August 2003, Company X, acting as Subsidiary’s distributor, was awarded two contracts, valued at approximately €3,859,504, with the government of Iraq for the sale of construction equipment under the OFFP.

Subsidiary secured these contracts through the payment of approximately €127,540 in kickbacks, and an agreement to pay an additional €234,918 in kickbacks, to the government of Iraq.

15. The kickbacks were paid to the government of Iraq through Company X. Subsidiary concealed the kickbacks from the U.N. by routing the contracts through Company X, which inflated its contract prices by 10% before submitting the contracts for approval to the U.N.

Subsidiary-MHC Contracts

16. On or around May 2, 2000, Subsidiary negotiated and submitted, through Employee A, an offer to the Iraqi Ministry of Housing and Construction ("MHC") to supply twelve road pavers and eight compactors.

17. In or around late November 2000, Employee A traveled to Baghdad and received from MHC two contracts with the Baghdad Mayoralty, one for pavers and one for compactors, each of which included a 10% markup over the prices quoted by Subsidiary. At that time, MHC officials informed Employee A that a new rule required that all OFFP contracts include a payment to the Ministry of 10% of the contract value.

18. Subsidiary submitted the two contracts to the U.N., each with a statement that the contract included 10% "working capital" to be given to the Iraqi government.

19. On or around April 18, 2001, Subsidiary received notice from the U.N. that such payments were not permitted under the OFFP and that the contracts would not be approved unless the 10% cash payments were removed. Employee A requested that MHC agree to remove the additional 10%, but MHC refused. As a result, the contracts were never approved by the U.N.

20. On or around May 15, 2001, Ingersoll sent, via facsimile, from New Jersey to Employee A in the United Kingdom, the guidelines of the Office of Foreign Asset Control on sanctions against Iraq, highlighting the regulations prohibiting payments to the Iraqi government.

Company X-MHC Contracts

First Contract - Contract 1200039

21. In or around mid-to-late 2001, in anticipation of the tender of a contract subsequently referenced by the U.N. as Contract 1200039, Employee A arranged for the sale by Subsidiary of six paver finishers and spare parts to Company X for €968,286. This price reflected a discount of approximately 65%, 10% greater than the usual 55% discount provided by Subsidiary to distributors. The increased discount was granted to Company X in order to generate the funds necessary to pay approximately €127,540 to the government of Iraq as a kickback for Contract 1200039.

22. On or around October 30, 2001, Company X was awarded Contract 1200039, to provide six paver finishers and spare parts to MHC for €1,275,400, which included an extra 10% fee to pay a kickback to the Iraqi government through Company X.

23. In or around mid-to-late 2002, Company X paid approximately €127,540 to the government of Iraq as a kickback on contract 1200039.

24. On or around July 24, 2002, the New York branch of BNP-Paribas sent, via international wire communication, a notice to the Central Bank of Iraq in Baghdad, Iraq, notifying it of the issuance of a letter of credit to Banque National de Paris in Beirut, Lebanon, authorizing the eventual payment of €1,275,400 from the OFFP escrow fund maintained at BNP-Paribas to Company X, which represented payment for Contract 1200039.

25. On or around December 12, 2002, a company based in Geneva, Switzerland, that provided commercial inspection services on behalf of the U.N. in Iraq ("the inspection company") sent from Iraq to the U.N. in New York, via international wire communication, notification that Subsidiary products purchased pursuant to Contract 1200039 had been received and inspected by the inspection company in Iraq, thereby triggering payment by the U.N. to Company X for Contract 1200039.

Second Contract - Contract 901232

26. In or around mid-to-late 2001, Employee A arranged for Company X to bid on a separate contract, referenced by the U.N. as Contract 901232, for ten paver finishers and spare parts.

27. To conceal, and to generate money to fund, the kickback for Contract 901232, Employee A arranged for Subsidiary to sell ten paver finishers to Company X at a discount of 65%, 10% greater than the usual discount provided by Subsidiary to distributors.

28. In or around mid-2001, after submitting an initial offer on Contract 901232, Company X sent a side letter to the Iraqi government increasing the offer by €234,918 to cover "after sales services" and committing to pay that amount before the arrival of goods in Iraq.

29. On or around June 12, 2001, Company X was awarded Contract 901232 to provide ten paver finisher to MHC, with a total contract price of €2,349,186, which included an extra 10% fee. This fee was concealed in contracts and correspondence with the U.N. and was intended to be used to pay a €234,918 kickback to the Iraqi government through Company X, as promised in the side letter.

30. On or around September 22, 2003, following the United States' invasion of Iraq, the U.N. notified Company X that contract 901232 would be amended to remove the ASSFs. Company X agreed to this reduction.

31. On or around October 16, 2003, the New York branch of BNP-Paribas sent, via an international electronic wire communication, a notice to the Central Bank of Iraq in Baghdad,

Iraq, notifying it of the issuance of a letter of credit to Banque National de Paris in Beirut, Lebanon, authorizing the eventual payment of €2,349,186 from the OFFP escrow fund maintained at BNP-Paribas to Company X, which represented payment for Contract 901232.

32. On or around February 14, 2004, the inspection company sent from Iraq to the U.N. in New York, via international wire communication, verification that Subsidiary products purchased pursuant to Contract 901232 had been received and inspected by the inspection company in Iraq, thereby triggering payment by the U.N. to Company X for Contract 901232.

Ingersoll-Rand Italiana SpA

33. Ingersoll-Rand Italiana SpA (“IR Italiana”), a wholly-owned subsidiary of Ingersoll incorporated in Italy, was a global manufacturer and supplier of air compressors used in oil refineries. IR Italiana was headquartered in Vignate, Italy, maintained operations in a number of foreign countries, and managed its sales in the Middle East region from an office in Cairo, Egypt.

34. Ingersoll, IR Italiana’s parent company, is a Bermuda company with executive offices in New Jersey. Prior to January 1, 2002, it was a New Jersey Company with executive offices in New Jersey. It issued and maintained a class of publicly-traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 78l), which traded on the New York Stock Exchange. As such, it was required to file periodic reports with the United States Securities and Exchange Commission under Section 13 of the Securities Exchange Act (15 U.S.C. § 78m). Accordingly, Ingersoll was an “issuer” within the meaning of the Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. § 78dd-1(a). By virtue of its status as an issuer, Ingersoll was required to make and keep books, records, and accounts which, in reasonable detail, accurately and fairly reflected the transactions and disposition of assets of Ingersoll and its subsidiaries, including those of IR Italiana, which were incorporated into the books of Ingersoll.

35. “Employee B,” a Swiss citizen, was an IR Italiana sales manager for the Middle East based in Cairo, Egypt. “Employee C,” a United Kingdom citizen, was IR Italiana’s regional manager for the Middle East based in Cairo, Egypt. “Company Y,” based in Jordan, served as both an agent and distributor for IR Italiana in Iraq and Jordan and was the primary intermediary between IR Italiana and the government of Iraq.

Overview of the Kickback Scheme

36. Between in or around November 2000 and in or around May 2002, IR Italiana was awarded four contracts valued at approximately €5,262,990 with the government of Iraq for the sale of air compressors under the OFFP. IR Italiana secured these contracts through the payment of approximately €513,861 in kickbacks to the government of Iraq. During this time period, IR Italiana also paid approximately \$20,282 for travel, entertainment, and “pocket money” for eight Iraqi government officials.

37. The kickbacks were authorized by Employee B and were paid to the government of Iraq through Company Y. Company Y also facilitated the travel of the eight Iraqi officials. IR Italiana concealed the kickbacks from the U.N. by inflating its contract prices by 10% before submitting the contracts for approval to the U.N. IR Italiana disguised the kickbacks and the payments to the Iraqi officials on its corporate books and records by terming them “sales deductions” and “other commissions.” In doing so, IR Italiana falsified its own books, causing Ingersoll’s books to be false as well.

IR Italiana-SOMO Contracts

38. In or around November 2000, Employee B negotiated three contracts with the Iraqi State Oil Marketing Organization (“SOMO”) for the sale of oil refinery air compressors and spare parts and agreed to pay a 10% kickback on each contract.

First Contract – Contract 830139

39. On or around November 11, 2000, to conceal, and to generate money to fund, the kickback for the first contract, subsequently referenced by the U.N. as Contract 830139, Employee B and SOMO created a fictitious line item in IR Italiana’s purchase order purporting to call for IR Italiana to provide goods and services that the parties did not intend IR Italiana to provide. Specifically, a Contract 830139 purchase order falsely stated that IR Italiana would be paid €58,000 for “packing, handling, and administrative costs.”

40. On or around November 20, 2000, IR Italiana was awarded Contract 830139, to supply spare parts to SOMO, with a total contract price of €638,000, which included an extra 10% fee. This fee was concealed in contracts and correspondence with the U.N. and in IR Italiana’s books and records and was intended to be used to pay a kickback to the Iraqi government through Company Y.

41. On or around December 5, 2001, the New York branch of BNP-Paribas sent, via an international electronic wire communication, a notice to the Central Bank of Iraq in Baghdad, Iraq, notifying it of the issuance of a letter of credit to Strada Provinciale Cassanese in Milan, Italy, authorizing the eventual payment of €638,000 from the OFFP escrow fund maintained at BNP-Paribas to IR Italiana, which represented payment for Contract 830139.

42. On or around March 26, 2002, the inspection company sent from Iraq to the U.N. in New York, via international wire communication, notification that IR Italiana products purchased pursuant to Contract 830139 had been received and inspected by the inspection company in Iraq, thereby triggering payment by the U.N. to IR Italiana for Contract 830139.

43. On or around April 18, 2002, Company Y sent IR Italiana a fictitious invoice for the €58,000 kickback on Contract 830139, falsely itemizing the work performed as “follow up on U.N. administrative work, supervision of the unloading of equipment of Aqaba port, supervision of re-loading of equipment on trucks to final destination, supervision of shipment at the crossing point Jordan/Iraq (trebiel) [sic], supervision of unloading and handing over of

equipment at final destination, supervision of installation, commissioning and training of local technicians.”

44. In or around May 2002, Company Y paid the kickback on Contract 830139 to a bank account controlled by the Iraqi government.

45. On or around July 15, 2002, IR Italiana reimbursed Company Y for the kickback on Contract 830139.

Second Contract – Contract 830173

46. On or around November 13, 2000, to conceal, and to generate money to fund, the kickback for the second contract, subsequently referenced by the U.N. as Contract 830173, Employee B and SOMO created a fictitious line item in IR Italiana’s purchase order purporting to call for IR Italiana to provide goods and services that the parties did not intend IR Italiana to provide. Specifically, a Contract 830173 purchase order falsely stated that IR Italiana would be paid €71,460 for “handling, verification, and inspection.”

47. In or about early-2001, Employee B signed a side letter promising to pay a kickback of €71,460 to the Iraqi government in exchange for being awarded Contract 830173.

48. On or around February 12, 2001, IR Italiana was awarded Contract 830173, for the provision of air compressors and spare parts to SOMO, with a total contract price of €666,951, which included an extra 10% fee. This fee was concealed in contracts and correspondence with the U.N. and in IR Italiana’s books and records and was intended to be used to pay a kickback to the Iraqi government through Company Y.

49. On or around May 3, 2001, the New York branch of BNP-Paribas sent, via an international electronic wire communication, a letter of credit to Chase Manhattan Bank in Milan, Italy, authorizing the eventual payment of €666,951.00 from the OFFP escrow fund maintained at BNP-Paribas to IR Italiana, which represented payment for Contract 830173.

50. On or around October 28, 2001, the inspection company sent from Iraq to the U.N. in New York, via international wire communication, notification that IR Italiana products purchased pursuant to Contract 830173 had been received and inspected by the inspection company in Iraq, thereby triggering payment by the U.N. to IR Italiana for Contract 830173.

51. On or around February 20, 2002, Company Y sent IR Italiana a fictitious invoice for the €71,460 kickback on Contract 830173, falsely itemizing the work performed as “follow up on U.N. administrative work, supervision of the unloading of equipment of Aqaba port, supervision of reloading of equipment on trucks to final destination, supervision of shipment at the crossing point Jordan/Iraq (Treibel), supervision of unloading and handing over of equipment at final destination, supervision of installation, commissioning and training of local technicians.”

52. On or around February 28, 2002, IR Italiana paid Company Y for this fictitious invoice.

53. On or around July 24, 2002, Company Y paid the kickback to a bank account controlled by the Iraqi government.

Third Contract – Contract 930047

54. On or around November 16, 2000, to conceal, and to generate money to fund, the kickback for the third contract, subsequently referenced by the U.N. as Contract 930047, Employee B and SOMO created a fictitious line item in IR Italiana's purchase order purporting to call for IR Italiana to provide goods and services that the parties did not intend IR Italiana to provide. Specifically, a Contract 930047 purchase order falsely stated that IR Italiana would be paid €205,275 for "piping, installation, and commissioning."

55. On or around November 22, 2000, Employee B signed a side letter promising to pay a kickback of €205,275 to the Iraqi government in exchange for being awarded Contract 930047.

56. On or around May 20, 2001, IR Italiana was awarded Contract 930047, for the provision of spare parts to SOMO, with a total contract price of €1,990,275, which included an extra 10% fee. This fee was concealed in contracts and correspondence with the U.N. and in IR Italiana's books and records and was intended to be used to pay a kickback to the Iraqi government through Company Y.

57. On or around July 31, 2001, the New York branch of BNP-Paribas sent, via an international electronic wire communication, a letter of credit to Chase Manhattan Bank in Milan, Italy, authorizing the eventual payment of €1,990,275 from the OFFP escrow fund maintained at BNP-Paribas to IR Italiana, which represented payment for Contract 930047.

58. On or around May 10, 2002, Company Y sent IR Italiana a fictitious invoice for the €205,275 kickback on Contract 930047, falsely itemizing the work performed as "follow up on U.N. administrative work, supervision of the unloading of equipment of Aqaba port, supervision of re-loading of equipment on trucks to final destination, supervision of shipment at the crossing point Jordan/Iraq (trebiel) [sic], supervision of unloading and handing over of equipment at final destination, supervision of installation, commissioning and training of local technicians."

59. On or around May 20, 2002, IR Italiana paid Company Y for this fictitious invoice.

60. On or around June 2, 2002, Company Y paid the kickback for Contract 930047 to a bank account controlled by the Iraqi government.

61. On or around July 15, 2002, the inspection company sent from Iraq to the U.N. in New York, via international wire communication, notification that IR Italiana products purchased pursuant to Contract 930047 had been received and inspected by the inspection company in Iraq, thereby triggering payment by the U.N. to IR Italiana for Contract 930047.

Company Y- SOMO Contract, Contract 830829

62. On or around September 7, 2001, Employee B and others signed a contract for IR Italiana to sell spare parts to Company Y for €941,500 so that Company Y could offer those parts to SOMO in connection with an upcoming contract tender.

63. On or around September 30, 2001, Company Y submitted a bid on the spare parts tender for €1,967,764, which included a 10% fee to be paid to the Iraqi government.

64. On or around October 10, 2001, Company Y signed a side letter promising to pay a €179,126 kickback to the Iraqi government in exchange for the spare parts contract.

65. On or around October 14, 2001, Company Y was awarded Contract 830829, to supply spare parts to SOMO, with a total contract price of €1,967,764, which included an extra 10% fee. This fee was concealed in contracts and correspondence with the U.N. and in IR Italiana's books and records and was intended to be used to pay a kickback to the Iraqi government through Company Y.

66. On or around April 4, 2002, the New York branch of BNP-Paribas sent, via an international electronic wire communication, a notice to the Central Bank of Iraq in Baghdad, Iraq, notifying it of the issuance of a letter of credit to Jordan National Bank in Amman, Jordan, authorizing the eventual payment of €1,967,764 from the OFFP escrow fund maintained at BNP-Paribas to Company Y, which represented payment for Contract 830829.

67. On or around August 18, 2002 and November 16, 2002, the inspection company sent from Iraq to the U.N. in New York, via international wire communication, notification that IR Italiana products purchased pursuant to Contract 830829 had been received and inspected by the inspection company in Iraq, thereby triggering payment by the U.N. to Company Y for Contract 830829.

Payments from IR Italiana to Company Y

68. From in or around April 2001 to in or around September 2001, IR Italiana agreed to make payments to Company Y that included the 10% kickback payments to the Iraqi government.

69. On or around June 20, 2001, Employee B sent a memorandum to Company Y that set forth the payments to be made to Company Y, itemized to reflect payments to the company and kickbacks to the Iraqi government on the four U.N. OFFP contracts described in paragraphs 39 through 67 above.

70. On or around September 7, 2001, Company Y, Employee B, and others signed a contract specifying the amount to be paid to Company Y to cover the kickbacks paid to the Iraqi government and the commissions owed to Company Y for the four contracts. The kickback payments were concealed in the agreement by falsely terming them payments for "follow up on all U.N. administrative work, supervision of the unloading of equipment of Aqeba part [sic,]

supervision of reloading of equipment on trucks for final destination Iraq, supervision of shipment at the crossing point at Jordanian and Iraq border including all paper work, cost of any additional insurance, supervision of unloading and handing over of equipment at final destination in Iraq, supervision of installation, commissioning and training of local technicians.”

Trip to Italy by Iraqi Government Officials

71. In or around February 2002, Company Y and Employee C arranged a visit by eight officials of the Iraqi government to Vignate and Milan, Italy, during which some of the officials spent two days touring IR Italiana’s facility and the remainder of the week-long trip sightseeing. In arranging the trip with Employee C, Company Y stated that only two of the officials were there for business purposes and the other six were “on holiday.”

72. In or around February 2002, in connection with the trip to Italy, IR Italiana spent \$10,484 on hotels, \$1,798 on taxis, and gave each of the eight officials \$1000 “pocket money,” for a total of \$20,282.

73. In or around February 2002, Employee C told IR Italiana employees in Italy that it was important to treat the Iraqi government officials well because it would encourage the officials to give IR Italiana more business.

Books and Records

74. In order to conceal the kickback payments to the Iraqi government on its books and records, IR Italiana improperly characterized the payments as “sales deductions” and “other commissions.” The pocket money payments given to the Iraqi officials during their trip to Italy were falsely recorded as “cost of sales deferred.”

75. At the end of Ingersoll’s fiscal year, each year from 2000 through 2002, the books and records of IR Italiana, including those containing false characterizations of the payments given to, and trip expenses paid on behalf of, the Iraqi government and its officials were incorporated into the books of Ingersoll for purposes of preparing Ingersoll’s year-end financial statements.

Thermo King Ireland Limited

76. Thermo King Ireland Limited (“TKI”), a wholly-owned subsidiary of Ingersoll, was a global manufacturer of transport temperature control systems. TKI was headquartered in Galway, Ireland, maintained operations in a number of foreign countries, and managed its sales in the Middle East region from an office in Dubai.

77. Thermo King Corporation (Thermo King), a wholly-owned subsidiary of Ingersoll, was a global manufacturer and supplier of transport temperature control systems. Thermo King was headquartered in Minneapolis, Minnesota. A division of Thermo King, Aftermarket Engineering (“AE”), was also headquartered in Minnesota.

88. In or around November 2000, Thermo King sent Contract 801228 to the legal department of Ingersoll, Thermo King and TKI's parent company, so that the legal department could obtain a license from the U.S. Treasury Department's Office of Foreign Asset Control ("OFAC"), allowing the shipment from Ireland to Iraq, of the spare parts originating in the United States.

89. From in or around November 2000 through in or around December 2005, Thermo King and TKI attempted to secure approval of Contract 801228 from the United States government and the U.N. However, the U.N. put a "hold" on approval of the contract.

90. On or around October 25, 2001, Thermo King's outside counsel in Washington, D.C., sent a facsimile to Employee E in Ireland which was a copy of the attorneys' letter to the U.S. Department of State, requesting assistance in securing approval of the contract by the U.N. Employee E forwarded that document to Agent Z.

91. On or around April 15, 2002, Employee E sent a facsimile from Ireland to Employee F in Minnesota listing the information the U.N. needed to release the "hold" on the contract.

92. On or around May 15, 2002, Employee E in Ireland sent an electronic mail message to Employee F in Minnesota regarding the easing of U.N. sanctions in Iraq and advising that the contract could be approved if revised and resent to the U.N. within the next seven days.

93. On or around June 17, 2002, at the behest of Agent Z, Employee E in Ireland forwarded a draft letter to Employee G in Minnesota, which was addressed to the Iraqi government and explained efforts by TKI to secure approval of the contract. Later that day, Employee G responded to Employee E, approving the draft language and discussing the potential retention of a law firm to lobby OFAC to acquire the license to complete the contract.

94. On or around February 3, 2004, AE in Minnesota sent a facsimile to TKI in Ireland which included a list of the parts sent from Thermo King in the United States to TKI in Ireland in November 2000, as well as the net invoice price of each part.

95. TKI ultimately failed to get the contract approved by the U.N. and the contract was cancelled by the Iraqi government in or around December 2005.

ATTACHMENT B

CERTIFICATE OF RESOLUTION OF INGERSOLL-RAND COMPANY LIMITED

WHEREAS, Ingersoll-Rand Company Limited (“Ingersoll” or “the Company”) has been engaged in discussions with the United States Department of Justice regarding allegations of corrupt payments to the government of Iraq to facilitate the award of contracts and obtaining business for the Company; and

WHEREAS, in order to resolve such allegations, it is proposed that the Company enter into a certain agreement with the United States Department of Justice; and

WHEREAS the Company’s General Counsel, together with investigative and outside counsel for the Company, have advised the Board of Directors of the Company’s rights, possible defenses, the Organizational Sentencing Guidelines’ provisions, and the consequences of entering into such agreement with the United States Department of Justice; and

WHEREAS Ingersoll, through its General Counsel, has the authority to execute this on behalf of Ingersoll and all the subsidiaries named herein;

Therefore, this Board hereby RESOLVES that:


1. The Company: (a) consents to the filing in the United States District Court for the District of Columbia of two one-count criminal Informations charging: (i) Ingersoll-Rand Italiana with conspiracy to commit offenses against the United States, that is, wire fraud, in violation of 18 U.S.C. 1343, and falsification of books and records of the Company, in violation of the books and records provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5) and 78ff(a); all in violation of 18 U.S.C. 371; and (ii) Thermo King Ireland Limited with conspiracy to commit an offense against the United States, that is, wire fraud, in violation of 18 U.S.C. 1343; all in violation of 18 U.S.C. 371; (b) waives indictment on such charges and enters into a Deferred Prosecution Agreement with the United States Department of Justice; and (c) agrees to pay a monetary penalty of \$2,500,000.00 to the United States Treasury authorities with respect to the conduct described in the Informations and related Statement of Facts.

2. The General Counsel, or his delegate, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel, or his delegate, may approve;

3. The General Counsel, or his delegate, is 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, 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: October 30, 2007



BARBARA A. SANTORO
Vice President, Corporate Governance, and
Secretary, Board of Directors
Ingersoll-Rand Company Limited