

UNITED STATES OF AMERICA)

v.)

EAGLE BUS MANUFACTURING, INC.)

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the Seal of said Corporation this 10th day of September, 1991.

Secretary)

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS BROWNSVILLE DIVISION

CIVIL ACTION No. B-91-171

CERTIFIED COPY OF RESOLUTIONS

Upon motion duly made by Director Schmieder, seconded by Director Doyle, and unanimously carried by the affirmative vote of all of the directors present, the following resolutions were adopted:

RESOLVED, that this Corporation, expecting to be named as a defendant in a civil action brought by the United States of America in the United States District Court for the Southern District of Texas in the United States of America, consents to a settlement of that action encompassing the entry of a Final Judgment of Permanent Injunction Against Eagle Bus Manufacturing, Inc. and the execution of a Consent and Undertaking in substantially the form reviewed by this Board of Directors at this meeting; and

RESOLVED FURTHER, that the president of this Corporation, be, and he hereby is, authorized to execute such Consent and Undertaking of Eagle Bus Manufacturing, Inc. on behalf of this Corporation substantially in such form as reviewed by this Board of Directors at this meeting.

CERTIFICATION

I hereby certify that I am the duly elected Secretary of Eagle Bus Manufacturing, Inc.; that the foregoing is a full, true, and correct copy of resolutions duly adopted by the Board of Directors of said Corporation at a meeting thereof duly held at the office of the Corporation in Santa Fe, New Mexico, in the United States of America, and have not been rescinded or revoked; and that the foregoing resolutions are not contrary to any provision in the Articles of Incorporation or By-Laws of Eagle Bus Manufacturing, Inc.

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EAGLE BUS MANUFACTURING, INC.)

CIVIL ACTION No. B-91-171

FINAL JUDGMENT OF PERMANENT INJUNCTION

Plaintiff United States of America having duly commenced this action by filing its Complaint for Permanent Injunction and ancillary relief [Complaint], and defendant Eagle Bus Manufacturing, Inc., having appeared and admitted to the jurisdiction of this Court over it and over the subject matter of this action; having waived the making of any findings of fact or conclusions of law; before the taking of any testimony and without trial, argument, or adjudication of any issue of fact or law herein; without admitting or denying the allegations of the Complaint; having consented to the entry of this Final Judgment of Permanent Injunction; and having entered into certain undertakings contained in the Consent and Undertaking annexed hereto and incorporated herein, it is hereby

ORDERED, ADJUDGED, AND DECREED that Eagle Bus Manufacturing, Inc., its officers, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries, and those persons in active concert or participation with them, and each of them, are hereby permanently restrained and enjoined from violating Sections 104(a)(1), (2) and (3) of the

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Foreign Corrupt Practices Act of 1977, as amended, [15 U.S.C. §§ 78dd-2(a)(1), (2) and (3)], directly or indirectly, by using the mails, or any means or instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

(1) any foreign official for purposes of

(A) (i) influencing any act or decision of such foreign official in his official capacity, or (ii) inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or

(B) inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Eagle Bus Manufacturing, Inc., its officers, directors, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries and those persons in active concert or participation with them, in obtaining or retaining business for or with, or directing business to, any person; or

(2) any foreign political party or official thereof or any candidate for foreign political office for purposes of

(A) (i) influencing any act or decision of such party, official, or candidate in its or his official capacity, or (ii) inducing such party, official, or candidate to do or omit to do an act in violation of the lawful duty of such party, official, or candidate,

(B) inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Eagle Bus Manufacturing, Inc., its officers, directors, agents, servants,

employees, successors, assigns, attorneys in fact, affiliates and subsidiaries and those persons in active concert or participation with them, in obtaining or retaining business for or with, or directing business to, any person; or

(3) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of

(A) (i) influencing any act or decision of such foreign official, political party, party official, or candidate in his or its official capacity, or (ii) inducing such foreign official, political party, party official, or candidate to do or omit to do any act in violation of the lawful duty of such foreign official, political party, party official, or candidate, or (B) inducing such foreign official, political party, party official, or candidate to use his or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant Eagle Bus Manufacturing, Inc., its officers, directors, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries, and those persons in active concert or participating with them, in obtaining or retaining business for or with, or directing business to, any person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court retain jurisdiction of this matter for all purposes.

U.S. District Judge

October 28, 1991

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UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

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