

Constitution, Title 18, United States Code Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) any objection with respect to venue, and consents to the filing of the Information and the Agreement in the United States District Court for the District of Columbia.

2. DCCL admits, accepts and acknowledges that it is responsible for the acts of its officers, employees, and agents, as set forth in the Statement of Facts attached hereto as Attachment A, and incorporated by reference into this Agreement, and that the facts described in Attachment A are true and accurate. Should the Department pursue the prosecution that is deferred by this Agreement, DCCL agrees that it will neither contest the admissibility of, nor contradict, in any such proceeding, the Statement of Facts.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the guilty pleas in the matters of the United States v. DaimlerChrysler Automotive Russia SAO and United States v. Daimler Export and Trade Finance GmbH are entered and ending two (2) years and seven (7) calendar days from that date (the "Term"). However, DCCL agrees that, in the event that the Department determines, in its sole discretion, that DCCL has knowingly violated any provision of this Agreement, an extension or extensions of the term of the Agreement may be imposed by the Department, in its sole discretion, for up to a total additional time period of one year, without prejudice to the Department's right to proceed as provided in paragraphs 11-14 below. Any extension of the Agreement extends all terms of this Agreement for an equivalent period. Conversely, in the event the Department finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the corporate compliance monitor described in paragraph 10 and Attachment D, and that the other provisions of this Agreement have been satisfied,

the Term of the Agreement may be terminated early.

Voluntary Cooperation

4. The Department enters into this Agreement based on the individual facts and circumstances presented by this case, DCCL, and its parent Daimler AG (“Daimler”). Among the facts considered were that DCCL (through Daimler): (a) following the allegation by a former employee of bribery by Daimler, voluntarily and timely disclosed to the Department and the U.S. Securities and Exchange Commission (“SEC”) the misconduct described in the Information and Statement of Facts; (b) conducted a thorough internal investigation of that and other misconduct; (c) regularly reported all of its findings to the Department; (d) cooperated in the Department’s investigation of this matter, as well as the SEC’s investigation; (e) undertook remedial measures, including retention of an independent compliance advisor and the implementation of an enhanced compliance program, and agreed to undertake further remedial measures as contemplated by this Agreement; and (f) agreed to continue to cooperate with the Department in any ongoing investigation of the conduct of DCCL and its officers, employees, agents, consultants, contractors, subcontractors, and subsidiaries relating to violations of the FCPA.

5. DCCL shall continue to cooperate with the Department. At the request of the Department, and consistent with applicable law and regulation, DCCL 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 DCCL, or any of its present and former officers, employees, agents, consultants, contractors, subcontractors, and subsidiaries, or any other party, in any and all matters relating to corrupt payments and related false books and records and internal controls, and in such manner as the parties may agree. DCCL agrees that its cooperation

shall include, but is not limited to, the following:

a. DCCL shall truthfully disclose all factual information, that is not protected by a valid claim of attorney-client privilege or the work product doctrine, with respect to its activities and those of its present and former officers, employees, agents, consultants, contractors and subcontractors, and subsidiaries, concerning all matters relating to corrupt payments, related false books and records and inadequate internal controls, about which DCCL has any knowledge or about which the Department may inquire. This obligation of truthful disclosure includes the obligation of DCCL to provide to the Department, upon request, any document, record or other tangible evidence relating to such corrupt payments, false books and records, or inadequate internal controls about which the Department may inquire of DCCL.

b. Upon request of the Department, with respect to any issue relevant to its investigation of corrupt payments in connection with the operations of DCCL, related false books and records and inadequate internal controls, DCCL shall designate knowledgeable employees, agents or attorneys to provide to the Department the information and materials described in Paragraph 5(a) above, on behalf of DCCL. It is further understood that DCCL must at all times provide complete, truthful, and accurate information.

c. 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 DCCL, or any of its present or former subsidiaries or affiliates, DCCL shall use its best efforts to make available for interviews or testimony, as requested by the Department, present or former officers, employees, agents and consultants of DCCL as well as the directors, officers, employees, agents and consultants of contractors and subcontractors. This obligation includes, but

is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with federal law enforcement authorities. Cooperation under this paragraph will include identification of witnesses who, to the knowledge of Daimler or DCCL, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Department pursuant to this Agreement, DCCL consents to any and all disclosures, consistent with applicable law and regulation, to other governmental authorities, including United States authorities, those of a foreign government, and the MDBs, of such materials as the Department, in its sole discretion, shall deem appropriate.

Payment of Monetary Penalty

6. In light of Daimler's payment of a \$93,600,000 monetary penalty pursuant to a deferred prosecution agreement between Daimler and the Department entered into simultaneously herewith, with offsetting credit for any monetary penalties ordered by the Court in connection with the guilty pleas by Daimler AG's wholly-owned subsidiaries, DaimlerChrysler Automotive Russia SAO and Daimler Export Trade and Finance GmbH, which penalty amount is based in part on DCCL's criminal conduct described herein, the parties agree that DCCL shall not pay any separate monetary penalty as part of this agreement. Nonetheless, the Department and DCCL agree that, if for purposes of calculating a monetary penalty DCCL's conduct were analyzed separately from that of its parent Daimler AG, an application of the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

- a. The 2006 USSG are applicable to this matter.
- b. Base Offense. Based upon USSG § 2C1.1, the total offense level is 28,

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 > \$400,000 but < \$1,000,000 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, App. Note 3)	+14
TOTAL	28

c. Base Fine. Based upon USSG § 8C2.4(a)(1), the base fine is \$6,300,000 (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 5, calculated as follows:

(a) Base Culpability Score	5
(b)(3) The organization had 50 or more employees and tolerance of the offense by substantial authority personnel was pervasive throughout the organization	+2
(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	5

e. Calculation of Fine Range:

Base Fine	\$6,300,000
Multipliers	1.00(min)/2.00(max)
Fine Range	\$6,300,000 / \$12,600,000

A 20% reduction below the bottom of the Sentencing Guidelines results in a monetary penalty in the amount of \$5,040,000. Were a separate monetary penalty being calculated for DCCL, the Department and DCCL agree that such a reduction would be appropriate given the nature and extent of Daimler's cooperation on behalf of DCCL, including sharing information with the Department regarding evidence obtained as a result of the extensive investigation of the corrupt payments made by DCCL. Although the Department and DCCL agree that a separate monetary penalty shall not be paid by DCCL in light of Daimler's payment of a \$93,600,000 million penalty in connection with a deferred prosecution agreement entered into simultaneously herewith, with an offsetting credit, nothing in this Agreement shall be deemed an agreement by the Department that a penalty may not be imposed in any future prosecution of DCCL, and the Department is not precluded from arguing in any future prosecution of DCCL that the Court should impose a higher fine, although the Department agrees that under those circumstances it will recommend to the Court that the amounts paid by Daimler under its deferred prosecution agreement, up to \$5,040,000, should be offset against any fine the Court imposes as part of a future judgment. DCCL acknowledges that no tax deduction may be sought in connection with payment of any part of Daimler's \$93,600,000 monetary penalty.

Conditional Release from Criminal Liability

7. In return for the full and truthful cooperation of DCCL, and its compliance with the terms and conditions of this Agreement, the Department agrees not to use any information related to the conduct described in the attached Statement of Facts against DCCL in any criminal or civil case, except: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. In addition, the Department agrees, except as provided herein, that it will not bring any criminal or civil case against DCCL or any of its present or former subsidiaries or affiliates related to the conduct of present and former officers, employees, agents, consultants, contractors, and subcontractors, as described in the attached Statement of Facts, or relating to information DCCL disclosed to the Department prior to the date on which this Agreement was signed, or relating to undisclosed, unknown conduct of a similar scale and nature that took place prior to the signing of this Agreement.

a. This paragraph does not provide any protection against prosecution for any corrupt payments, false books and records, or inadequate internal controls, if any, by DCCL in the future, or any of its directors, officers, employees, agents, consultants, contractors, subcontractors, and subsidiaries irrespective of whether disclosed by DCCL, pursuant to the terms of this Agreement.

b. In addition, this paragraph does not provide any protection against prosecution of any present or former director, officer, employee, shareholder, agent, consultant, contractor or subcontractor of DCCL for any violations committed by them.

Corporate Compliance Program

8. DCCL 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.

Deferred Prosecution

9. In consideration of: (a) the past and future cooperation of DCCL and Daimler described in Paragraphs 4 and 5 above; (b) Daimler's payment of a monetary penalty of \$93,600,000, which is based in part on conduct by DCCL; (c) the guilty pleas by Daimler's wholly-owned subsidiaries, DaimlerChrysler Automotive Russia SAO and Daimler Export and Trade Finance GmbH, and payment of associated monetary penalties; and (d) DCCL's adoption and maintenance of remedial measures, and independent review and audit of such measures, including the compliance code and review by the Daimler Monitor described in Daimler's deferred prosecution agreement entered into simultaneously herewith, the Department agrees that any prosecution of DCCL for the conduct set forth in the attached Statement of Facts, and for all conduct that DCCL disclosed to the Department prior to the signing of this Agreement, be and hereby is deferred for the Term of this Agreement.

10. The Department further agrees that if DCCL fully complies with all of its obligations under this Agreement, the Department will not continue the criminal prosecution against DCCL described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within ten (10) days of the Agreement's expiration, the Department shall seek dismissal with prejudice of the Information filed against Daimler described in Paragraph 1.

Breach of the Agreement

11. If, during the Term of this Agreement, the Department determines, in its sole discretion, that DCCL has committed any felony under federal law subsequent to the signing of this Agreement, has, at any time, provided deliberately false, incomplete or misleading information, or has otherwise breached the Agreement, DCCL shall thereafter be subject to prosecution for any federal criminal violation of which the Department has knowledge. Any such prosecutions may be premised on information provided by DCCL or Daimler. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against DCCL notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, DCCL agrees that the statute of limitations with respect to any prosecution that is not time-barred on the date of this Agreement shall be tolled for the Term plus one year.

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

13. In the event that the Department determines that DCCL has breached this Agreement:

(a) all statements made by or on behalf of DCCL to the Department or to the Court, including the attached Statement of Facts, and any testimony given by DCCL before a grand jury or any tribunal,

at any legislative hearings, whether prior or subsequent to this Agreement, or any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Department against DCCL; and (b) DCCL shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence or any other federal rule, that statements made by or on behalf of DCCL prior or subsequent to this Agreement, and any leads derived therefrom, should be suppressed. The decision whether conduct or statements of any individual will be imputed to DCCL for the purpose of determining whether DCCL has violated any provision of this Agreement shall be in the sole discretion of the Department.

14. DCCL acknowledges that the Department has made no representations, assurances or promises concerning what sentence may be imposed by the Court if DCCL breaches this Agreement and this matter proceeds to judgment. DCCL further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

Sale or Merger of DCCL

15. DCCL agrees that in the event it sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a stock or asset sale, merger or transfer, it shall include in any contract for sale, merger or transfer a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

Public Statements by DCCL

16. DCCL expressly agrees that it shall not, through Daimler, present or future attorneys, directors, officers, employees, agents or any other person authorized to speak for DCCL, make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by DCCL set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights of DCCL described below, constitute a breach of this Agreement and DCCL thereafter shall be subject to prosecution as set forth in Paragraphs 11-14 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to DCCL for the purpose of determining whether they have breached this Agreement shall be at the sole discretion of the Department. If the Department determines that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Department shall so notify DCCL, and DCCL may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. Consistent with the obligations of DCCL as set forth above, DCCL shall be permitted to raise defenses and to assert affirmative claims in civil and regulatory proceedings relating to the matters set forth in the Statement of Facts. This paragraph does not apply to any statement made by any present or former employee of DCCL in the course of any criminal, regulatory or civil case initiated against such individual, unless such individual is speaking on behalf of DCCL.

17. DCCL agrees that if it or any of its direct or indirect affiliates or subsidiaries issues a press release in connection with this Agreement, DCCL 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 DCCL; 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.

Limitations on Binding Effect of Agreement

18. This Agreement is binding on DCCL and the Department, but specifically does not bind any other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Department will bring the cooperation of DCCL and its compliance with its other obligations under this Agreement, to the attention of such agencies and authorities, including the MDBs, if requested to do so by DCCL.

Notice


19. Any notice to the Department under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, in each case, for the Department, addressed to Mark F. Mendelsohn (or his successor), Deputy Chief, Fraud Section, Criminal Division, U.S. Department of Justice, Fourth Floor, 1400 New York Avenue, N.W., Washington, D.C. 20005 and, for DCCL, addressed to Dr. Gero Herrmann, (or his successor), Senior Vice President, General Counsel, and Chief Compliance Officer, Daimler AG, HPC F 105, 70546 Stuttgart, Germany, and Martin J. Weinstein, Willkie Farr & Gallagher LLP, 1875 K Street, N.W., Washington, D.C. 20006, Carl S. Rauh, Hogan & Hartson LLP, 555 Thirteenth Street, N.W., Washington, D.C. 20004, and Gary DiBianco, Skadden Arps Slate Meagher & Flom LLP, 1440 New York Ave., N.W., Washington, D.C. 20005. Notice shall be effective upon actual receipt by DCCL.

Complete Agreement

20. This Agreement sets forth all the terms of the agreement between DCCL and the Department. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Department, the attorneys for DCCL and a duly authorized representative of DCCL.

AGREED:

**FOR DaimlerChrysler China Ltd.,
now known as Daimler North East Asia, Ltd.:**

By: 

Dr. Gero Herrmann, General Counsel
Daimler AG

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
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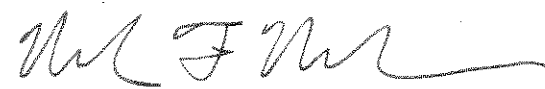
Gary DiBianco
Skadden Arps Slate Meagher & Flom LLP

Counsel for Daimler AG and
DaimlerChrysler China Ltd.,
now known as Daimler North East Asia, Ltd.

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^d day of March, 2010

GENERAL COUNSEL'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for DaimlerChrysler China Ltd., now known as Daimler North East Asia Ltd. ("DCCL"). I understand the terms of this Agreement and voluntarily agree, on behalf of DCCL, to each of its terms. Before signing this Agreement, I consulted outside counsel for DCCL. Counsel fully advised me of the rights of DCCL, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

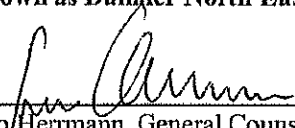
I have carefully reviewed the terms of this Agreement with the Board of Directors of DCCL. I have advised, and caused outside counsel for DCCL to advise, the Board fully of the rights of DCCL, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the 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 DCCL, in any way to enter into this Agreement. I am also satisfied with outside counsels' representation in this matter. I certify that I am General Counsel for Daimler AG and that I have been duly authorized by DCCL to execute this Agreement on behalf of DCCL.

Date: , 2010

**DaimlerChrysler China Ltd.,
now known as Daimler North East Asia, Ltd.**

By:

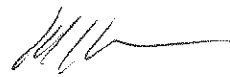


Dr. Gero Herrmann, General Counsel
Daimler AG

CERTIFICATE OF COUNSEL

We are counsel for DaimlerChrysler China Ltd., now known as Daimler North East Asia Ltd. ("DCCL"), and Daimler AG ("Daimler") in the matter covered by this Agreement. In connection with such representation, we have examined relevant Daimler and DCCL documents and have discussed the terms of this Agreement with the DCCL Board of Directors. Based on our review of the foregoing materials and discussions, we are of the opinion that: the representative of DCCL has been duly authorized to enter into this Agreement on behalf of DCCL and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of DCCL and is a valid and binding obligation of DCCL. Further, we have carefully reviewed the terms of this Agreement with the Board of Directors of DCCL and the General Counsel of Daimler. We have fully advised them of the rights of DCCL, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To our knowledge, the decision of DCCL to enter into this Agreement, based on the authorization of the Board of Directors 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
DaimlerChrysler China Ltd.,
now known as Daimler North East Asia, Ltd.

CERTIFICATE OF COUNSEL

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Date: _____, 2010

Martin J. Weinstein
Willkie Farr & Gallagher LLP

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

Gary DiBianco / *NA*
Gary DiBianco
Skadden Arps Slate Meagher & Flom LLP

Counsel for Daimler AG and
DaimlerChrysler China Ltd.,
now known as Daimler North East Asia, Ltd.

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (“the Agreement”) between the United States Department of Justice, Criminal Division, Fraud Section (“the Department”) and DaimlerChrysler China Ltd., and the parties hereby agree and stipulate that the following information is true and accurate. As set forth in Paragraph 2 of the Agreement, DaimlerChrysler China Ltd. admits, accepts, and acknowledges that it is responsible for the acts of its subsidiaries, officers, employees, and agents as set forth below.

Should the Department pursue the prosecution that is deferred by this Agreement, DaimlerChrysler China Ltd. agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding.

If this matter were to proceed to trial, the Department would prove beyond a reasonable doubt, by admissible evidence, the facts alleged in the Criminal Information attached to this Agreement. This evidence would establish the following:

I. BACKGROUND

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.

DAIMLERCHRYSLER CHINA LTD., now known as Daimler North East Asia Ltd., (“DCCL”), was a Beijing-based wholly-owned Daimler subsidiary and cost center that managed Daimler’s business relationships in the People’s Republic of China (“China”), assisted Daimler in selecting and managing its joint ventures in China, and helped manage Daimler’s expatriate employees in China.

The Bureau of Geophysical Prospecting (“BGP”) was a division of the China National Petroleum Corporation, a Chinese state-owned oil company. Among other things, BGP was involved in searching for oil in various regions of China.

Sinopec Corp. (“Sinopec”) was a Chinese state-owned energy company involved in, among other things, the exploration and production of petroleum and natural gas, as well as the refining and sale of petroleum products.

Changqing Petroleum Exploration Bureau (“Changqing”) was a Chinese state-owned oil and natural gas extracting company.

At various times, Daimler operated a myriad of wholly and partially-owned subsidiaries and joint ventures to sell its vehicles in China and Hong Kong. Although DCCL did not itself sell any vehicles directly into China, certain DCCL employees assisted with the sale of vehicles by various Daimler divisions in Germany to government customers in China, including principally BGP and Sinopec.

II. DCCL'S BRIBERY

Between 2000 and 2005, DCCL employees and/or Daimler employees through DCCL made at least €4,173,944 in improper payments in the form of "commissions," delegation travel, and gifts for the benefit of Chinese government officials or their designees, in connection with over €112,357,719 in sales of commercial vehicles and Unimogs to Chinese government customers. These sales to Chinese government customers were made directly from Daimler's commercial vehicles and Unimog divisions in Germany through various intermediaries with the assistance of DCCL employees in the commercial vehicles division.

To make improper payments to Chinese government officials, Daimler and DCCL typically inflated the sales price of vehicles sold to Chinese government customers and then maintained the overpayments in debtor accounts on Daimler's books and records, including one debtor account called the "special commissions" account. The "special commissions" account, also known as the "819" account for the last three digits of the account number, was used by Daimler to make improper payments to Chinese government officials. DCCL employees, including its then head of sales and marketing (the "Sales and Marketing Head"), disbursed payments from the 819 account to and for the benefit of Chinese government officials. The Sales and Marketing Head was in charge of sales for commercial vehicles and had the authority to cause the wiring of funds from a Daimler bank account in Germany to Chinese government officials or their designees. At the time, no checks or policies were in place to ensure the legitimacy or appropriateness of such payments.

DCCL and Daimler also employed agents to assist in securing commercial vehicles and Unimog business from Chinese government customers. Neither DCCL nor Daimler performed due diligence on these agents, and there were inadequate controls in place to ensure that payments made

to these agents were not passed on to Chinese government officials and their designees. The agency agreements were often not in writing. In addition, DCCL and Daimler lacked adequate oversight into the appropriateness or purpose of payments from debtor accounts that ultimately went to government officials in China and their designees. Finance and controls oversight was so lacking with respect to Daimler's sale of commercial vehicles in China that DCCL's Sales and Marketing Head was able to remove at least approximately €230,000 from a company debtor account without detection, and then direct those funds to the offshore bank account of his wife.

A. Use Of Agents To Make Improper Payments For The Purpose Of Securing Business From Chinese State-Owned Entities

Between 2001 and 2004, DCCL and Daimler, at the direction of Chinese government officials, made improper payments totaling at least €188,840 into U.S. bank accounts belonging to third parties to obtain contracts valued at €5,533,381 for the sale of commercial vehicles and Unimogs to Chinese government customers. These payments were made into U.S. bank accounts even though no part of the transaction involved the U.S., nor were the entities that nominally controlled the bank accounts parties to any of the transactions. DCCL and Daimler did not perform any due diligence to discern who the recipients of the payments were. Further, the corporate entities that received the payments from Daimler for the benefit of the Chinese government officials performed no legitimate services for DCCL or Daimler and did nothing to earn these payments.

1. M.F. Mechanical & Electrical, Inc.

On or about July 27, 2001, DCCL and Daimler paid M.F. Mechanical & Electrical, Inc. ("M.F. Mechanical"), approximately €98,300 in connection with a €1,875,777 contract for the sale of Unimogs to Changqing. Daimler wired the payment from its account in Germany to M.F.

Mechanical's bank account at the Far East National Bank in Los Angeles, California. The payment was for the benefit of the Changqing official who helped Daimler secure the contract. Although a consulting contract existed between M.F. Mechanical and Daimler, it was signed after the underlying contract between DCCL and Changqing was executed, and one month before a DCCL executive authorized the €98,300 improper payment. DCCL and Daimler made the payment with the understanding that it would be passed on, in whole or in part, to the Changqing official or his designees.

2. Shores International

On or about February 28, 2002, DCCL and Daimler made a purported commission payment in the amount of €18,000 from its account in Germany to Shores International ("Shores"), a Texas corporation, to an account at Metrobank in Houston, Texas, in connection with the sale of €1,009,497 worth of commercial vehicles to Sinopec. The payment to Shores, the corporate address for which was a residential apartment complex in Houston, was a purported commission payment to the wife of a Chinese government official at Sinopec involved in contract implementation. DCCL and Daimler made the payment with the understanding that it would be passed on, in whole or in part, to Sinopec officials or their designees.

3. Lily Energy Services, Inc.

On or about February 21, 2003, DCCL and Daimler made a purported commission payment of approximately €15,000 from an account in Germany to Lily Energy Services, Inc. ("Lily"), a Texas corporation, at American First National Bank in Houston, Texas, in connection with the sale of six Actros trucks valued at €492,000 to Changqing. Lily was owned by the same Changqing official for whose benefit the payment was made through M.F. Mechanical, referenced above. There

was no written consulting agreement between DCCL or Daimler and Lily, nor did Lily provide any legitimate services to DCCL or Daimler. DCCL and Daimler made the payment with the understanding that it would be passed on, in whole or in part, to the Changqing official or his designees.

4. King Jack, Inc.

On or about October 25, 2004, DCCL and Daimler made a payment of approximately €53,540 from an account in Germany to King Jack Inc., a California corporation, to an account at Cathay Bank, City of Industry, California, in connection with the June 2004 sale of 16 Unimogs and 12 Actros to Sinopec, a deal valued at over €2 million. The owner of King Jack had a U.S. address in Texas. Neither King Jack nor its owner performed any legitimate services for DCCL or Daimler. DCCL and Daimler made the payment with the understanding that it would be passed on, in whole or in part, to Sinopec officials or their designees.

5. Chinese Agent A

On June 9, 2003, a DCCL employee wired approximately €4,000 from DCCL's account in Germany to an individual's ("Chinese Agent A's") account at Bank of America in San Francisco, California, in connection with the sale of one Actros truck, valued at €87,000, to BGP. There was neither a written consulting agreement between DCCL or Daimler and this individual, nor did he perform any services for DCCL or Daimler. DCCL and Daimler made the payment with the understanding that it would be passed on, in whole or in part, to BGP officials or their designees.

B. Additional Improper Payments For The Purpose Of Securing Business From Chinese State-Owned Entities

DCCL and Daimler made improper payments directly to Chinese government officials in connection with sales to BGP and Sinopec, Daimler's largest government customers for its commercial vehicles in China. In total, Daimler and DCCL made approximately €2,599,694 in improper payments to Chinese government officials associated with these entities to assist in obtaining sales worth approximately €71,562,882.

DCCL and Daimler made the following improper payments to assist in obtaining or retaining business from BGP and Sinopec:

- (i) Between April 2000 and October 2004, multiple payments totaling at least approximately €155,905 for the purpose of entertaining executives at both entities;
- (ii) On or about July 8, 2003, and September 17, 2004, payments totaling approximately €56,400 into accounts at multiple banks to an individual associated with an official at BGP in charge of operations in another country;
- (iii) On or about December 16, 2004, a payment of approximately €14,800 to a relative of a Chinese government official associated with BGP in connection with the sale of commercial vehicles to BGP;
- (iv) Between March 2002 and February 2003, payments totaling approximately €30,000 in commissions for "market research" to the Stuttgart bank account of the son of an official of BGP; and
- (v) On or about April 18, 2002, a payment of approximately €57,000 to the wife of a Chinese government official employed at Sinopec. In order to conceal the nature of the payment, on or about April 13, 2001, the day after Sinopec agreed to purchase commercial vehicles from Daimler, DCCL employees, on behalf of the company, entered into a phony consulting agreement with the wife of the Chinese government official, in exchange for which no services were ever performed.

Between 2000 and 2005, DCCL and Daimler provided the following things of value, among others, to the son of a Chinese government official who made purchasing decisions for BGP in order to assist in securing business from BGP:

- (i) internships at Daimler for him and his girlfriend in 2001;
- (ii) letters from a former Daimler employee to German immigration officials to assist him and his girlfriend with their efforts to obtain student visas;
- (iii) €2,223 in expenses to attend a truck race in July 2004 for him, the Chinese government official, and others;
- (iv) use of a Mercedes passenger car for a period of time; and
- (v) employment at Daimler from January-April 2005 with a monthly salary of €600.

C. Improper Payments For Delegation Trips For The Purpose Of Securing Business From Sinopec

Between 1998 and 2005, DCCL and Daimler also provided at least €268,568 worth of delegation trips to employees of its government customers in China for the purpose of assisting in securing business from those customers. Agents working as intermediaries between DCCL and Daimler, on the one hand, and its Chinese government customers, on the other hand, typically requested the delegation trips up front during the contract negotiation process on behalf of the customer involved. DCCL and Daimler then estimated the cost of the trip and increased the purchase price of the vehicles accordingly. Some contracts characterized these trips as “factory inspection trips,” even though the trips were primarily visits to tourist locations.

DCCL and Daimler made the following payments in connection with delegation trips for the purpose of assisting in securing business from Sinopec:

- (i) Payments totaling €35,648 for a 14-day delegation trip in December 2001 for 12 Sinopec officials to Germany, along with gifts worth €980 to the government officials on the trip; and
- (ii) Payments totaling €40,257 in July 2004 for a delegation trip for Sinopec officials to Germany. On or about July 15, 2004, a DCCL employee stated in an e-mail that the delegation members planned to travel all over Europe and would be provided pocket money.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTION

WHEREAS, Daimler North East Asia Ltd., registered with the commercial register of the State Administration for Industry and Commerce, People's Republic of China, under 100000400008648 ("DNEA" or the Company"), formerly DaimlerChrysler China Ltd., has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section ("the 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 Daimler AG's General Counsel, together with outside counsel for the Company, have advised the Board of Directors 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:

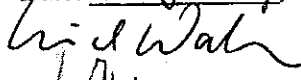
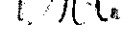
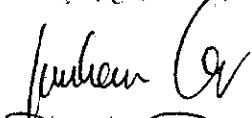

1. The Company (i) consents to the filing in the United States District Court for the District of Columbia of a two-count Information charging DNEA with conspiracy to commit an offense against the United States, namely, to violate the anti-bribery provisions of the FCPA (Count One); and the payment of bribes, in violation of 15 U.S.C. § 78dd-3 and 18 U.S.C. § 2 (Count Two); and (ii) waives indictment on such charges and enters into a Deferred Prosecution Agreement with the Department.

2. The General Counsel of Daimler AG, 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 Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel of Daimler AG, Mr. Becht, the counsels of Daimler, Mr. Laubert and Mr. Adt, or their delegate, may approve;

3. The General Counsel of Daimler AG, 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 AG, 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: 11 January, 2009

Ulrich Walker
Dr. Edgar Kroekel
Stephan Unger
Peter Zirwes
Members of the Board of Directors
Daimler North East Asia Ltd.

Urkundenrolle
we

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Attestation of signature

I hereby certify that the signatures below the document were signed in my presence by

1. **Herr Ulrich Walker** born on 20.08.1951,
business address Daimler Northeast Asia Ltd.
Daimler Tower 21 F Wangling Street 8, 100102 Beijing (P.R. China),

- identified by his German passport -

2. **Herr Dr. Edgar Kroekel**, born on 02.02.1953,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

- identified by his German passport -

3. **Herr Stephan Unger**, born on 08.04.1967,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

- identified by his German identification card -

4. **Herr Peter Zirwes**, born on 25.02.1960,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

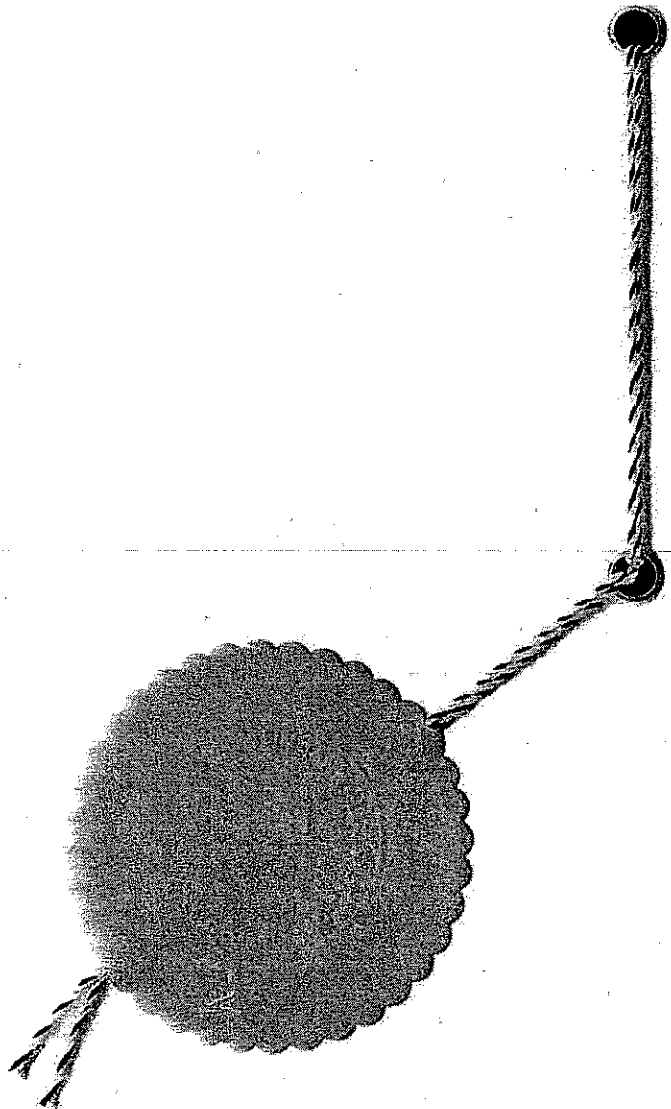
- identified by his German identification card -

Stuttgart-Bad Cannstatt, 11th day of January 2009

Ernst Weinmann

Weinmann
Notar





BOARD OF DIRECTORS RESOLUTION

The Board of Directors of

Daimler North East Asia Ltd.,

registered with the commercial register of the State Administration for Industry & Commerce (SAIC), People's Republic of China under 100000400008648 (the "**Company**"),

adopts the following resolutions:

I. Preamble

Daimler AG, with its registered seat in Stuttgart (local court Stuttgart, HRB 19360) ("**Daimler**"), as the sole 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**") in connection with resolving the DOJ's investigation of the Company under the U.S. Foreign Corrupt Practices Act ("**FCPA**").

In order to resolve such matters, it is proposed that the Company shall enter into a deferred prosecution agreement (the "**DPA**") with the DOJ.

On January 11, 2009, the members of the Board of Directors of the Company have been advised by Daimler's General Counsel (at that time: Gerd T. Becht) together with outside counsel for Daimler of the then current negotiation status regarding the DPA, the Company's rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such DPA with the DOJ. As of that date the Board of Directors of the Company adopted the attached Board Resolution (**Annex A**) and the attached Certificate of Corporate Resolution (**Annex B**). Subsequently, Daimler as shareholder of the Company had granted its consent to the adoption and content of the above Board of Director resolution.

As of February 09, 2010 the members of the Board of Directors of the Company have been advised by Daimler's corporate counsel (Dr Thomas Altenbach) of the now current negotiation status regarding the DPA relating to the Company and the overall settlement. There have been no material adverse changes to the DPA relating to the Company, the changes in the DPA related mainly to secretarial issues (changes in members of Daimler's legal department and other persons formally involved) and the reduction of the period criminal charges are pending with the United States District Court for the District of Columbia from three to two years.

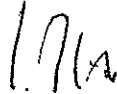
II. Board of Director Resolution

1. The Company confirms and reiterates the content of the resolution of the Board of Directors of the Company dated January 11, 2009, including the consents to the DPA with the DoJ relating to the Company.
2. The Company confirms the powers of attorney granted on January 11, 2009 and the subsequent power of attorney granted by Mr Ulrich Walker and Dr. Roland Bosch - on basis of their authorization under the resolution of the Board of Directors of the Company dated January 11, 2009 - to Dr. Gero Herrmann, Dr. Thomas Altenbach and Dr. Wolfgang Herb.
3. The Company hereby confirms and reiterates that the Company authorizes, empowers and directs the General Counsel of Daimler, Dr. Gero Herrmann, the counsels of Daimler, Dr. Thomas Altenbach and Dr Wolfgang Herb or their respective delegates (hereinafter collectively the "**Attorneys-in-fact**"), - each of them singly -, on behalf of the Company, to execute the DPA substantially in such form as attached hereto as **Annex C** with such changes as the Attorneys-in-fact may approve and to take any and all actions as may be necessary or appropriate to carry out and effectuate the purpose and intent of the foregoing resolutions.. The Attorneys-in-Fact are requested to inform the management of the Company immediately about such changes or actions.
4. The Company hereby confirms and reiterates that the Company authorizes, empowers and directs the CEO of the Company, Mr Ulrich Walker, and the CFO of the Company, Dr. Roland Bosch, 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.
5. The Company hereby confirms and reiterates that the Company authorizes, empowers and directs the CEO of the Company, Mr Ulrich Walker, and the CFO of the Company, Dr. Roland Bosch - and any successor of each of them in the respective function - , to take any and all actions as may be necessary or appropriate, to implement the obligations of the Company under the DPA, including the maintenance of a sustainable compliance management and the cooperation with the monitor appointed under the DPA and to deal with and mitigate any impacts the publication of the DPA may have on the Company.

No further resolutions are adopted.

Stuttgart, February 09, 2009

Ulrich Walker, Chairman



Dr. Edgar Krökel, Director

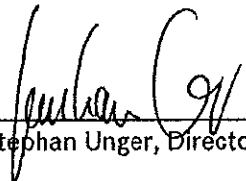
Stephan Unger, Director

Peter Zirwes, Director

Stuttgart, February 09, 2009

Ulrich Walker, Chairman

Dr. Edgar Krökel, Director



Stephan Unger, Director

Peter Zirwes, Director

Stuttgart, February 09, 2009

Ulrich Walker, Chairman

Dr. Edgar Krökel, Director

Stephan Unger, Director



Peter Zirwes, Director

Stuttgart, February 09, 2010



Ulrich Walker, Chairman

Dr. Edgar Krökel, Director

Stephan Unger, Director

Peter Zirwes, Director

SHAREHOLDER'S RESOLUTION

OF

DAIMLER NORTH EAST ASIA LTD.

Daimler AG

with its registered seat in Stuttgart (local court of Stuttgart, HRB 19360) (the "Shareholder") represented by Bodo Uebber and Dr. Rüdiger Grube who are authorized to represent the Shareholder jointly.

is the sole Shareholder of

Daimler North East Asia Ltd.

registered with the commercial register of the State Administration for Industry & Commerce (SAIC), People's Republic of China under 100000400008648 (the "Company").

I. Preamble

The Shareholder and the Company itself have been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section ("DOJ") in connection with resolving the DOJ's investigation of the Company under the U.S. Foreign Corrupt Practices Act.

In order to resolve such matters, it is proposed that the Company shall enter into a deferred prosecution agreement with the DOJ (the "Deferred Prosecution Agreement").

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

戴姆勒东北亚投资有限公司

之

股东决议

戴姆勒股份公司

注册地位于斯图加特（斯图加特地方法院, HRB 19360）（“股东”），由有权共同代表股东的 Bodo Uebber 和 Rüdiger Grube 博士作为代表，

是下述公司的唯一股东

戴姆勒东北亚投资有限公司

在中华人民共和国国家工商行政管理总局（“工商局”）商业注册，注册号为 100000400008648（“公司”）。

I. 前言

股东和公司正在与美国司法部刑事厅反欺诈局（“司法部”）进行协商，以解决司法部根据美国《反海外腐败法》对公司展开的调查。

为解决以上事项，有提议公司与司法部达成一项缓期起诉协议（“缓期起诉协议”）。

股东的法务总监，Gerd T. Becht 与戴姆勒股份公司和公司的外部调查律师，已经告知公司董事会所享有的权利、可能的抗辩、《判决指南》的条款，以及与司法部达成此协议的后果。

II. Shareholder's Resolution

The Shareholder adopts the following resolution:

Consent is hereby granted to the Board of Directors 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 priority.

Stuttgart, this January 21, 2009

For the Shareholder

II. 股东决议

股东特此决议如下:


同意董事会作出的决议, 该决议副本见附件 A。

无其它决议事项。

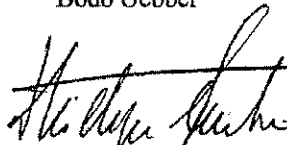
如本决议文本内容出现分歧, 以英文本为准。

于斯图加特, January 21, 2009

代表股东



Bodo Uebber



Dr. Rüdiger Grube

Annex A

Urkundenrolle UR 42 / 2009 W

Notar Weinmann

70372 Stuttgart-Bad Cannstatt
König-Karl-Strasse 50
Telefon 0711/9559260



Beglaubigte Abschrift

Die Abschrift stimmt mit der Urschrift überein.

Stuttgart-Bad Cannstatt, den 12. Januar 2009

Weinmann
Notar

NOTARE Weinmann + Lindenmaier • König-Karl-Str. 50 • 70372 Stuttgart

Daimler North East Asia Ltd.

100102 Beijing (P.R. China)

BOARD OF DIRECTORS RESOLUTION

董事会决议

The Board of Directors of

下述公司董事会

Daimler North East Asia Ltd.,

戴姆勒东北亚投资有限公司

registered with the commercial register of the State Administration for Industry & Commerce (SAIC), People's Republic of China under 100000400008648 (the "Company"),

在中华人民共和国国家工商行政管理总局（“工商局”）商业注册，注册号为100000400008648（“公司”），

adopts the following resolutions:

作出如下决议：

I. Preamble

I. 前言

Daimler AG, with its registered seat in Stuttgart (local court Stuttgart, HRB 19360) ("Daimler"), as the sole 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") in connection with resolving the DOJ's investigation of the Company under the U.S. Foreign Corrupt Practices Act ("FCPA").

公司的唯一股东，注册地位于斯特加特（斯图加特地方法院，HRB 19360）的戴姆勒股份公司（“戴姆勒”）与公司正在与美国司法部刑事厅反欺诈局（“司法部”）进行协商，以解决司法部根据美国《反海外腐败法》对公司展开的调查。

In order to resolve such matters, it is proposed that the Company shall enter into a deferred prosecution agreement (the "DPA") with the DOJ.

为解决以上事项，特提议公司与司法部达成一项缓期起诉协议（“缓期起诉协议”）。

Daimler's General Counsel, Gerd T. Becht, together with outside counsel for Daimler and the Company, have advised the Board of Directors of the Company of the current negotiation status regarding the DPA, the Company's rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such DPA with the DOJ.

戴姆勒的法务总监，Gerd T. Becht 先生，与戴姆勒和公司的外部律师，已经告知公司董事会目前就缓期起诉协议协商的情况、公司所享有的权利、可能的抗辩、《判决指南》的条款，以及与司法部达成此协议的后果。

Daimler as shareholder of the Company shall grant its consent to the adoption and content of this Board of Director resolution. Daimler's board of management and supervisory board will also approve settlements with the US Securities and Exchange Commission and the DOJ.

The Board of Directors acknowledges the compliance measures and programs implemented by the current management of the Company designed to avoid any future violations of anti-bribery laws and regulations.

II. Board of Director Resolution

1. The Company

(i) consents to the filing in the United States District Court for the District of Columbia of a 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 the payment of bribes, in violation of 15 U.S.C. § 78dd-3 and 18 U.S.C. § 2 (Count Two); and

(ii) waives indictment on such charges; and

(iii) enters into the DPA with the DOJ.

2. The Company hereby authorizes, empowers and directs the General Counsel of Daimler, Mr. Gerd. T. Becht, the counsels of Daimler, Mr. Thomas Laubert and Mr. Florian Adt, or their respective delegates (hereinafter collectively the

戴姆勒作为公司股东将同意本董事会决议的作出及其内容。戴姆勒的管理委员会和监督委员会也将分别批准与美国证券交易委员会和司法部进行和解。

董事会知晓公司现有管理层为避免以后发生任何违反反腐败法律法规所制定和推行的合规措施和项目。

II. 董事会决议

1. 公司

(i) 承认在美国哥伦比亚特区地区法院提起的两项针对公司合谋侵犯美国犯罪行为的指控，具体来讲，即违反了《反海外腐败法》中的反贿赂条款（指控一）；和违反 15 U.S.C. § 78dd-3 和 18 U.S.C. § 2，支付贿赂（指控二）；

(ii) 放弃这两项指控的公诉；以及

(iii) 与司法部签署缓期起诉协议。

2. 公司授权、许可并指示戴姆勒的法务总监 Gerd. T. Becht 先生，戴姆勒的律师 Thomas Laubert 和 Florian Adt 先生，及其各自授权代表（以下统称为

"Attorneys-in-fact"), - each of them singly -, on behalf of the Company, to execute the DPA substantially in such form as attached hereto as Annex A and reviewed by the shareholders' meeting and the Board of Directors at this meeting 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. The Attorneys-in-Fact are requested to inform the management of the Company immediately about such changes.

3. The Company hereby authorizes, empowers and directs the Attorneys-in-fact - each of them singly - 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.

5. The Company hereby authorizes, empowers and directs the CEO of the Company, Mr Ulrich Walker, and the CFO of the Company, Dr. Roland Bosch, 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

“实际代理人”) 中的任意一人单独代表公司签署缓期起诉协议, 其内容应在实质上与附件 A 中股东会会议和董事会在本次会议上审阅的文本相一致, 或者根据戴姆勒的法务总监 Gerd. T. Becht 先生、戴姆勒的律师 Thomas Laubert 和 Florian Adt 先生, 及其各自授权代表的许可加以修改。实际代理人应向公司管理层及时通报该类修改。

3. 实际代理人中的任意一人均有权单独采取任何或所有必要或适当的行动, 批准任何必要或适当协议或其它文件的形式、条款或内容, 以便执行并实现以上决议的宗旨和目的。

4. 实际代理人在本决议之前的行为若符合本决议授权的范围, 则所有这些行为特此分别被批准、许可和认可, 视为代表公司所从事的行为。

5. 公司特此授权、许可并指示公司 CEO, Ulrich Walker 先生, 以及公司 CFO, Roland Bosch 博士, 采取任何或所有必要或适当的行动, 批准任何必要或适当协议或其它文件的形式、条款或

effectuate the purpose and intent of the foregoing resolutions. The Company hereby approves the granting of the power of attorney attached hereto as Annex B.

内容，以便执行并实现以上决议的宗旨和目的。公司特此批准附件 B 所授予的授权委托。

6. The Company hereby authorizes, empowers and directs the CEO of the Company, Mr Ulrich Walker, and the CFO of the Company, Dr. Roland Bosch, to take any and all actions as may be necessary or appropriate, to implement the obligations of the Company under the DPA, including the maintenance of a sustainable compliance management and the cooperation with the monitor appointed under the DPA and to deal with and mitigate any impacts the publication of the DPA may have on the Company.

6. 公司特此授权、许可并指示公司 CEO, Ulrich Walker 先生，以及公司 CFO, Roland Bosch 博士，采取任何或所有必要或适当的行动，履行公司在缓期起诉协议项下的义务，包括执行一项长期的合规管理，以及与根据缓期起诉协议指派的监督员合作，并处理和减轻公布缓期起诉协议可能对公司产生的影响。

No further resolutions are adopted.

无其它决议事项。

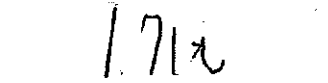
In case of conflict of interpretation of this resolution, the English version shall take priority.

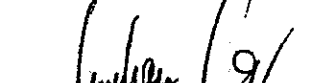
如本决议文本内容出现分歧，以英文本为准。


Stuttgart, this January 11, 2009

斯图加特，2009年1月11日


Ulrich Walker, Chairman


Dr. Edgar Krökel, Director


Stephan Unger, Director


Peter Zirwes, Director

Urkundenrolle 42/2009 W
we

UZ 57 / 2009 W

Attestation of signature

I hereby certify that the signatures below the document were signed in my presence by

1. **Herr Ulrich Walker** born on 20.08.1951,
business address Daimler Northeast Asia Ltd.
Daimler Tower 21 F Wangling Street 8, 100102 Beijing (P.R. China),

- identified by his German passport -

2. **Herr Dr. Edgar Kroekel**, born on 02.02.1953,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

- identified by his German passport -

3. **Herr Stephan Unger**, born on 08.04.1967,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

- identified by his German identification card -

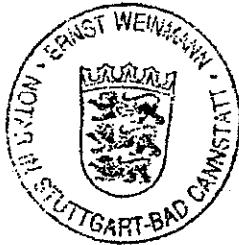
4. **Herr Peter Zirwes**, born on 25.02.1960,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

- identified by his German identification card -

Stuttgart-Bad Cannstatt, 11th day of January 2009



Weinmann
Notar



Annex B

POWER OF ATTORNEY

VOLLMACHT

The undersigned

Die unterzeichnete

Daimler North East Asia Ltd.

Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China,

registered with the commercial register of the State Administration for Industry & Commerce (SAIC), People's Republic of China under 100000400008648, eingetragen im Handelsregister der State Administration for Industry & Commerce (SAIC), Volksrepublik China unter 100000400008648,

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

represented by its Chief Executive Officer

vertreten durch ihren Vorsitzenden der Geschäftsführung

Ulrich Walker

born / geboren am 20.08.1951

with business address / geschäftsansässig

Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China

and its Chief Financial Officer

und ihren Geschäftsführer Finanzen

Dr. Roland Bosch

born / geboren am 02.05.1971

with business address / geschäftsansässig

Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China,

who are authorized to represent the Principal hereby grant power of attorney to

die berechtigt sind, die Vollmachtgeberin zu vertreten bevollmächtigen hiermit

Gerd T. Becht

Florian Adt

Thomas Laubert

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

to represent the Principal in any respect regarding the settlement with the United States Department of Justice ("DOJ") in connection with its investigation into Daimler AG, with its registered seat in Stuttgart,

die Vollmachtgeberin vollumfänglich in jeder Hinsicht im Zusammenhang mit einem Vergleich mit dem U.S.-amerikanischen Justizministerium ("DOJ") im Zusammenhang mit der Untersuchung der Daimler AG,

registered with the commercial register of the local court of Stuttgart under HRB 19360, the shareholder of the Principal, its subsidiaries and its affiliates.

The Attorneys-in fact are in particular, without limitation, authorized to in the Principal's name and on the Principal's behalf enter into and execute a deferred prosecution agreement with the DOJ.

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.

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.

This power of attorney expires on June 30, 2009.

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.

mit Sitz in Stuttgart, eingetragen im Handelsregister des Amtsgerichts Stuttgart unter HRB 19360, der Gesellschafterin der Vollmachtgeberin, ihren Tochtergesellschaften und verbundenen Unternehmen zu vertreten.

Die Bevollmächtigten sind insbesondere ermächtigt, im Namen und Auftrag der Vollmachtgeberin mit dem DOJ eine Vereinbarung über die Aussetzung des Verfahrens abzuschließen.

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.

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


Diese Vollmacht ist gültig bis zum 30. Juni 2009.

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

December 18, 2008 / 18. Dezember 2008
Date / Datum

Daimler North East Asia Ltd.
represented by / vertreten durch


Ulrich Walker


Dr. Roland Bosch

UR 1255 / 2008

UZ 1612 / 2008

Kar Alexander Glöser Wabinger Straße 11* 70372* Stuttgart Tel. 0711 / 509425-0 Fax 0711 / 5094259

Notarielle Beglaubigung

vorstehende, vor mir vollzogene Unterschriften von

Herrn Ulrich Walker,
geboren am 20.08.1951,
geschäftsansässig in 70372 Stuttgart, Mercedesstraße 137,

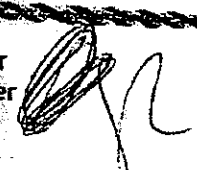
- ausgewiesen durch Reisepass Nr. 330603817 -

Herrn Dr. Roland Bosch,
geboren am 02.05.1971,
geschäftsansässig in 70372 Stuttgart, Mercedesstraße 137,

- ausgewiesen durch Reisepass Nr. 330603895-

beglaubige ich.

Stuttgart, den 18.12.2008

Kar Alexander Glöser




KostO	Gegenstand	Geschäftswert	Anzahl	Betrag
1, 141 KostO	Unterschriftsbeglaubigung	500.000,00 €		130,00 €
1, 141 KostO	Geschäft außerhalb Amtsstelle (1/2 Gebühr)	500.000,00 €		30,00 €
	19 % Umsatzsteuer aus	160,00 €		30,40 €
Summe:				190,40 €

Nummungs-Nr. (n)



NOTAR HAGEN KRZYWON

Königsstraße 1 A, 70173 Stuttgart,
Telefon (0711) 22 98 520 . Telefax (0711) 22 98 526
www.notar-krzywon.de . e-mail: sekretariat@notar-krzywon.de

File No. 178/2009

I hereby certify, that the above are the true signatures, subscribed in my presence, of

1. **Bodo Uebber**, born on 18th August 1959,
of Mercedesstr. 137 in D-70567 Stuttgart,
2. **Dr. Rüdiger Grube**, born on 02nd August 1951,
of the same address,

- both personally known to me - ,

Having duly inspected the certified copy of the Commercial Register of the Lower District Court of Stuttgart dated 16th January 2009 presented to me, I hereby certify that

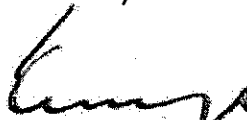
Daimler AG

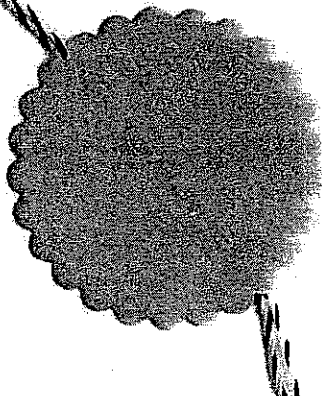
having its registered head offices at Stuttgart,

is registered there under HRB 19 360 and that the above mentioned Mr. Bodo Uebber and Mr. Dr. Rüdiger Grube are authorized to represent the above mentioned Daimler AG as Members of the Board of Management.

Stuttgart, 21st January 2009

Notary


- Krzywon -

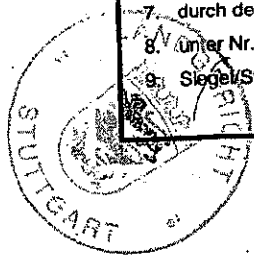


Apostille

(Convention de la Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland
2. Diese öffentliche Urkunde
ist unterschrieben von Notar Krzywon.....
3. in seiner Eigenschaft als Notar in Stuttgart.....
4. sie ist versehen mit dem Siegel/Stempel
des Notars Hagen Krzywon in Stuttgart.....
5. in Stuttgart
6. am.....
7. durch den Präsidenten des Landgerichts
8. Unter Nr. 910a.....
9. Siegel/Stempel
10. Unterschrift
in Vertretung

Bestätigt 12.2. JAN. 2009



[Handwritten signature]
von Au

Kosten:

Wert: *Höchstwert*
 Geb. gem. Anlage zu § 2
 Abs. 1 Nr. 101
 der JVKostO *130,-* EURO

SHAREHOLDER'S RESOLUTION
OF
DAIMLER NORTH EAST ASIA LTD.

Daimler AG

with its registered seat in Stuttgart (local court of Stuttgart, HRB 19360) (the "Shareholder") represented by Bodo Uebber and Dr. Rüdiger Grube who are authorized to represent the Shareholder jointly.

is the sole Shareholder of

Daimler North East Asia Ltd.

registered with the commercial register of the State Administration for Industry & Commerce (SAIC), People's Republic of China under 100000400008648 (the "Company").

I. Preamble

The Shareholder and the Company itself have been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section ("DOJ") in connection with resolving the DOJ's investigation of the Company under the U.S. Foreign Corrupt Practices Act.

In order to resolve such matters, it is proposed that the Company shall enter into a deferred prosecution agreement with the DOJ (the "Deferred Prosecution Agreement").

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

戴姆勒东北亚投资有限公司
之
股东决议

戴姆勒股份公司

注册地位于斯图加特（斯图加特地方法院, HRB 19360）（“股东”），由有权共同代表股东的 Bodo Uebber 和 Rüdiger Grube 博士作为代表，

是下述公司的唯一股东

戴姆勒东北亚投资有限公司

在中华人民共和国国家工商行政管理总局（“工商局”）商业注册，注册号为 100000400008648（“公司”）。

I. 前言

股东和公司正在与美国司法部刑事厅反欺诈局（“司法部”）进行协商，以解决司法部根据美国《反海外腐败法》对公司展开的调查。

为解决以上事项，有提议公司与司法部达成一项缓期起诉协议（“缓期起诉协议”）。

股东的法务总监，Gerd T. Becht 与戴姆勒股份公司和公司的外部调查律师，已经告知公司董事会所享有的权利、可能的抗辩、《判决指南》的条款，以及与司法部达成此协议的后果。

II. Shareholder's Resolution

The Shareholder adopts the following resolution:

Consent is hereby granted to the Board of Directors 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 priority.

Stuttgart, this January 21, 2009

For the Shareholder

II. 股东决议

股东特此决议如下:

同意董事会作出的决议, 该决议副本见附件 A。

无其它决议事项。

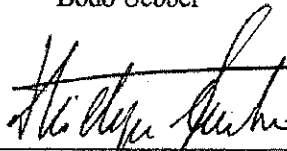
如本决议文本内容出现分歧, 以英文本为准。

于斯图加特, January 21, 2009

代表股东



Bodo Uebber



Dr. Rüdiger Grube

Annex A

Urkundenrolle UR 42 / 2009 W

Notar Weinmann

70372 Stuttgart-Bad Cannstatt
König-Karl-Strasse 50
Telefon 0711/9559260



Beglaubigte Abschrift

Die Abschrift stimmt mit der Urschrift überein.

Stuttgart-Bad Cannstatt, den 12. Januar 2009

Weinmann
Notar

NOTARE Weinmann + Lindenmaier • König-Karl-Str. 50 • 70372 Stuttgart

Daimler North East Asia Ltd.

100102 Beijing (P.R. China)

BOARD OF DIRECTORS RESOLUTION

董事会决议

The Board of Directors of

下述公司董事会

Daimler North East Asia Ltd.,

戴姆勒东北亚投资有限公司

registered with the commercial register of the State Administration for Industry & Commerce (SAIC), People's Republic of China under 100000400008648 (the "Company"),

在中华人民共和国国家工商行政管理总局（“工商局”）商业注册，注册号为100000400008648（“公司”），

adopts the following resolutions:

作出如下决议：

I. Preamble

I. 前言

Daimler AG, with its registered seat in Stuttgart (local court Stuttgart, HRB 19360) ("Daimler"), as the sole 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") in connection with resolving the DOJ's investigation of the Company under the U.S. Foreign Corrupt Practices Act ("FCPA").

公司的唯一股东，注册地位于斯特加特（斯图加特地方法院，HRB 19360）的戴姆勒股份公司（“戴姆勒”）与公司正在与美国司法部刑事厅反欺诈局（“司法部”）进行协商，以解决司法部根据美国《反海外腐败法》对公司展开的调查。

In order to resolve such matters, it is proposed that the Company shall enter into a deferred prosecution agreement (the "DPA") with the DOJ.

为解决以上事项，特提议公司与司法部达成一项缓期起诉协议（“缓期起诉协议”）。

Daimler's General Counsel, Gerd T. Becht, together with outside counsel for Daimler and the Company, have advised the Board of Directors of the Company of the current negotiation status regarding the DPA, the Company's rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such DPA with the DOJ.

戴姆勒的法务总监，Gerd T. Becht 先生，与戴姆勒和公司的外部律师，已经告知公司董事会目前就缓期起诉协议协商的情况、公司所享有的权利、可能的抗辩、《判决指南》的条款，以及与司法部达成此协议的后果。

Daimler as shareholder of the Company shall grant its consent to the adoption and content of this Board of Director resolution. Daimler's board of management and supervisory board will also approve settlements with the US Securities and Exchange Commission and the DOJ.

The Board of Directors acknowledges the compliance measures and programs implemented by the current management of the Company designed to avoid any future violations of anti-bribery laws and regulations.

II. Board of Director Resolution

1. The Company

(i) consents to the filing in the United States District Court for the District of Columbia of a 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 the payment of bribes, in violation of 15 U.S.C. § 78dd-3 and 18 U.S.C. § 2 (Count Two); and

(ii) waives indictment on such charges; and

(iii) enters into the DPA with the DOJ.

2. The Company hereby authorizes, empowers and directs the General Counsel of Daimler, Mr. Gerd. T. Becht, the counsels of Daimler, Mr. Thomas Laubert and Mr. Florian Adt, or their respective delegates (hereinafter collectively the

戴姆勒作为公司股东将同意本董事会决议的作出及其内容。戴姆勒的管理委员会和监督委员会也将分别批准与美国证券交易委员会和司法部进行和解。

董事会知晓公司现有管理层为避免以后发生任何违反反腐败法律法规所制定和推行的合规措施和项目。

II. 董事会决议

1. 公司

(i) 承认在美国哥伦比亚特区地区法院提起的两项针对公司合谋侵犯美国犯罪行为的指控，具体来讲，即违反了《反海外腐败法》中的反贿赂条款（指控一）；和违反 15 U.S.C. § 78dd-3 和 18 U.S.C. § 2，支付贿赂（指控二）；

(ii) 放弃这两项指控的公诉；以及

(iii) 与司法部签署缓期起诉协议。

2. 公司授权、许可并指示戴姆勒的法务总监 Gerd. T. Becht 先生，戴姆勒的律师 Thomas Laubert 和 Florian Adt 先生，及其各自授权代表（以下统称为

"Attorneys-in-fact"), - each of them singly -, on behalf of the Company, to execute the DPA substantially in such form as attached hereto as Annex A and reviewed by the shareholders' meeting and the Board of Directors at this meeting 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. The Attorneys-in-Fact are requested to inform the management of the Company immediately about such changes.

3. The Company hereby authorizes, empowers and directs the Attorneys-in-fact - each of them singly - 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.

5. The Company hereby authorizes, empowers and directs the CEO of the Company, Mr Ulrich Walker, and the CFO of the Company, Dr. Roland Bosch, 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

“实际代理人”) 中的任意一人单独代表公司签署缓期起诉协议, 其内容应在实质上与附件 A 中股东会会议和董事会在本次会议上审阅的文本相一致, 或者根据戴姆勒的法务总监 Gerd. T. Becht 先生、戴姆勒的律师 Thomas Laubert 和 Florian Adt 先生, 及其各自授权代表的许可加以修改。实际代理人应向公司管理层及时通报该类修改。

3. 实际代理人中的任意一人均有权单独采取任何或所有必要或适当的行动, 批准任何必要或适当协议或其它文件的形式、条款或内容, 以便执行并实现以上决议的宗旨和目的。

4. 实际代理人在本决议之前的行为若符合本决议授权的范围, 则所有这些行为特此分别被批准、许可和认可, 视为代表公司所从事的行为。

5. 公司特此授权、许可并指示公司 CEO, Ulrich Walker 先生, 以及公司 CFO, Roland Bosch 博士, 采取任何或所有必要或适当的行动, 批准任何必要或适当协议或其它文件的形式、条款或

effectuate the purpose and intent of the foregoing resolutions. The Company hereby approves the granting of the power of attorney attached hereto as Annex B.

内容，以便执行并实现以上决议的宗旨和目的。公司特此批准附件 B 所授予的授权委托。

6. The Company hereby authorizes, empowers and directs the CEO of the Company, Mr Ulrich Walker, and the CFO of the Company, Dr. Roland Bosch, to take any and all actions as may be necessary or appropriate, to implement the obligations of the Company under the DPA, including the maintenance of a sustainable compliance management and the cooperation with the monitor appointed under the DPA and to deal with and mitigate any impacts the publication of the DPA may have on the Company.

6. 公司特此授权、许可并指示公司 CEO, Ulrich Walker 先生, 以及公司 CFO, Roland Bosch 博士, 采取任何或所有必要或适当的行动, 履行公司在缓期起诉协议项下的义务, 包括执行一项长期的合规管理, 以及与根据缓期起诉协议指派的监督员合作, 并处理和减轻公布缓期起诉协议可能对公司产生的影响。

No further resolutions are adopted.

无其它决议事项。

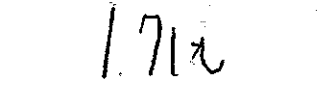
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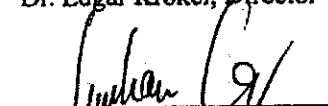
如本决议文本内容出现分歧, 以英文本为准。

Stuttgart, this January 11, 2009

斯图加特, 2009年1月11日


Ulrich Walker, Chairman


Dr. Edgar Krökel, Director


Stephan Unger, Director


Peter Zirwes, Director

Urkundenrolle 42/2009 W
we

UZ 57 / 2009 W

Attestation of signature

I hereby certify that the signatures below the document were signed in my presence by

1. **Herr Ulrich Walker** born on 20.08.1951,
business address Daimler Northeast Asia Ltd.
Daimler Tower 21 F Wangling Street 8, 100102 Beijing (P.R. China),

- identified by his German passport -

2. **Herr Dr. Edgar Kroekel**, born on 02.02.1953,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

- identified by his German passport -

3. **Herr Stephan Unger**, born on 08.04.1967,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

- identified by his German identification card -

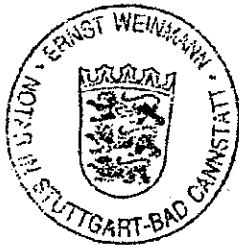
4. **Herr Peter Zirwes**, born on 25.02.1960,
business address Daimler Chrysler AG
Mercedesstr. 137, 70327 Stuttgart (Germany)

- identified by his German identification card -

Stuttgart-Bad Cannstatt, 11th day of January 2009

Weinmann

Weinmann
Notar



Annex B

POWER OF ATTORNEY

VOLLMACHT

The undersigned

Die unterzeichnete

Daimler North East Asia Ltd.

Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China,

registered with the commercial register of the State Administration for Industry & Commerce (SAIC), People's Republic of China under 100000400008648, eingetragen im Handelsregister der State Administration for Industry & Commerce (SAIC), Volksrepublik China unter 100000400008648,

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

represented by its Chief Executive Officer

vertreten durch ihren Vorsitzenden der Geschäftsführung

Ulrich Walker

born / geboren am 20.08.1951

with business address / geschäftsansässig
Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China

and its Chief Financial Officer

und ihren Geschäftsführer Finanzen

Dr. Roland Bosch

born / geboren am 02.05.1971

with business address / geschäftsansässig
Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China,

who are authorized to represent the Principal hereby grant power of attorney to

die berechtigt sind, die Vollmachtgeberin zu vertreten bevollmächtigen hiermit

Gerd T. Becht

Florian Aclt

Thomas Laubert

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

to represent the Principal in any respect regarding the settlement with the United States Department of Justice ("DOJ") in connection with its investigation into Daimler AG, with its registered seat in Stuttgart,

die Vollmachtgeberin vollumfänglich in jeder Hinsicht im Zusammenhang mit einem Vergleich mit dem U.S.-amerikanischen Justizministerium ("DOJ") im Zusammenhang mit der Untersuchung der Daimler AG,

registered with the commercial register of the local court of Stuttgart under HRB 19360, the shareholder of the Principal, its subsidiaries and its affiliates.

mit Sitz in Stuttgart, eingetragen im Handelsregister des Amtsgerichts Stuttgart unter HRB 19360, der Gesellschafterin der Vollmachtgeberin, ihren Tochtergesellschaften und verbundenen Unternehmen zu vertreten.

The Attorneys-in fact are in particular, without limitation, authorized to in the Principal's name and on the Principal's behalf enter into and execute a deferred prosecution agreement with the DOJ.

Die Bevollmächtigten sind insbesondere ermächtigt, im Namen und Auftrag der Vollmachtgeberin mit dem DOJ eine Vereinbarung über die Aussetzung des Verfahrens abzuschließen.

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 June 30, 2009.

Diese Vollmacht ist gültig bis zum 30. Juni 2009.

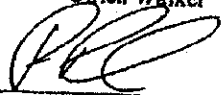
This power of attorney is subject to German law, without regard to principles of conflicts of law. In case of conflict of interpretation the English version shall take priority.

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

December 18, 2008 / 18. Dezember 2008
Date / Datum

Daimler North East Asia Ltd.
represented by / vertreten durch


Ulrich Walker


Dr. Roland Bosch

UR 1255 / 2008

UZ 1612 / 2008

Alexander Gläser Wäiblinger Straße 11 70372 Stuttgart Tel. 0711 / 509425-0 Fax 0711 / 5094259

Notarielle Beglaubigung

vorstehende, vor mir vollzogene Unterschriften von

Herrn Ulrich Walker,
geboren am 20.08.1951,
geschäftsansässig in 70372 Stuttgart, Mercedesstraße 137,

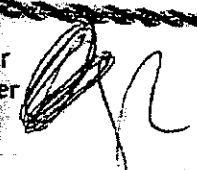
- ausgewiesen durch Reisepass Nr. 330603817 -

Herrn Dr. Roland Bosch,
geboren am 02.05.1971,
geschäftsansässig in 70372 Stuttgart, Mercedesstraße 137,

- ausgewiesen durch Reisepass Nr. 330603895-

beglaubige ich.

Stuttgart, den 18.12.2008

Alexander Gläser




KostO	Gegenstand	Geschäftswert	Anzahl	Betrag
151, 141 KostO	Unterschriftsbeglaubigung	500.000,00 €		130,00 €
151, 141 KostO	Geschäft außerhalb Amtsstelle (1/2 Gebühr)	500.000,00 €		30,00 €
	19 % Umsatzsteuer aus	160,00 €		30,40 €
Summe:				190,40 €

Planungs-Nr. (n)



NOTAR HAGEN KRZYWON

Königstraße 1 A, 70173 Stuttgart,
Telefon (0711) 22 98 520 . Telefax (0711) 22 98 526
www.notar-krzywon.de . e-mail: sekretariat@notar-krzywon.de

File No. 178/2009

I hereby certify, that the above are the true signatures, subscribed in my presence, of

1. **Bodo Uebber**, born on 18th August 1959,
of Mercedesstr. 137 in D-70567 Stuttgart,
2. **Dr. Rüdiger Grube**, born on 02nd August 1951,
of the same address,

- both personally known to me -,

Having duly inspected the certified copy of the Commercial Register of the Lower District Court of Stuttgart dated 16th January 2009 presented to me, I hereby certify that

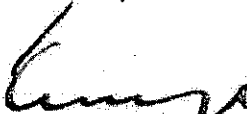
Daimler AG

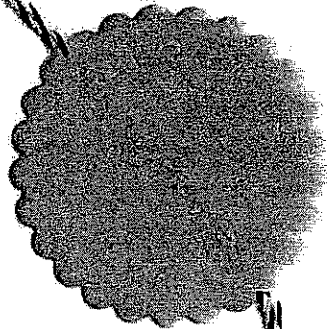
having its registered head offices at Stuttgart,

is registered there under HRB 19 360 and that the above mentioned Mr. Bodo Uebber and Mr. Dr. Rüdiger Grube are authorized to represent the above mentioned Daimler AG as Members of the Board of Management.

Stuttgart, 21st January 2009

Notary


- Krzywon -

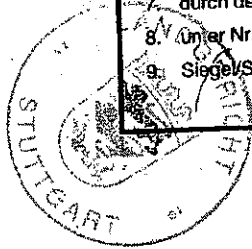


Apostille

(Convention de la Haye du 5 octobre 1961)

- 1. Land: Bundesrepublik Deutschland
- 2. Diese öffentliche Urkunde
ist unterschrieben von Notar Krzywon.....
- 3. in seiner Eigenschaft als Notar in Stuttgart.....
- 4. sie ist versehen mit dem Siegel/Stempel
des Notars Hagen Krzywon in Stuttgart.....
- 5. in Stuttgart
- 6. am.....
- 7. durch den Präsidenten des Landgerichts
- 8. Unter Nr. 910a- 473/09
- 9. Siegel/Stempel
- 10. Unterschrift
in Vertretung

Bestätigt 12.2. JAN. 2009



[Handwritten signature]
von Au

Kosten:

Wert: *Höchstwert*
 Geb. gem. Anlage zu § 2
 Abs. 1 Nr. 101
 der JVKostO *130,-* EURO

POWER OF ATTORNEY

VOLLMACHT

The undersigned

Die unterzeichnete

Daimler North East Asia Ltd.

Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China,

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

represented by its Chief Executive Officer vertreten durch ihren Vorsitzenden der Geschäftsführung

Ulrich Walker

born / geboren am 20.08.1951

with business address / geschäftsansässig

Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China

and its Chief Financial Officer und ihren Geschäftsführer Finanzen

Dr. Roland Bosch

born / geboren am 02.05.1971

with business address / geschäftsansässig

Daimler Tower 21F 8, Wangjing Street, Beijing, Chaoyang District, 100102, China,

who are authorized to represent the Principal hereby grant power of attorney to die berechtigt sind, die Vollmachtgeberin zu vertreten bevollmächtigen 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 filed deferred prosecution agreement zum Zwecke eine beantragte Vereinbarung über die Aussetzung des Verfahrens mit dem

with the U.S. Department of Justice ("DOJ") to resolve the DOJ's investigation into the Principal (the "Filed Deferred Prosecution Agreement").

The Attorneys-in fact are in particular, without limitation, authorized to in the Principal's name and on the Principal's behalf deliver and accept the Filed Deferred Prosecution Agreement for the Principal and appear in court for that purpose.

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.

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.

This power of attorney expires on December 31, 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.

U.S.-amerikanischen Justizministerium ("DOJ") zur Beendigung der Untersuchung der Vollmachtgeberin durch das DOJ abzuschließen (das "Filed Deferred Prosecution Agreement").

Die Bevollmächtigten sind insbesondere ermächtigt, im Namen und Auftrag der Vollmachtgeberin das Filed Deferred Prosecution Agreement für die Vollmachtgeberin anzubieten und anzunehmen und zu diesem Zweck vor Gericht aufzutreten.

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.

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

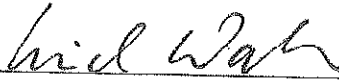
Diese Vollmacht ist gültig bis zum 31. Dezember 2010.

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

10. DEZ. 2009

Date / Datum

Daimler North East Asia Ltd.
represented by / vertreten durch



Ulrich Walker



Dr. Roland Bosch



Botschaft
der Bundesrepublik Deutschland
Peking

Die umseitigen Unterschriften von

WALKER, Ulrich Wilfried Gerhard, geb. am 20.08.1951
wohnhaft in Kirchentellinsfurt
dt. Reisepass Nr. 330603817

und

DR BOSCH, Roland, geb. am 02.05.1971
wohnhaft in Herrenberg
dt. Reisepass Nr. 330603895

beglaubige ich hiermit auf Grund der vor mir
erfolgten Vollziehung.

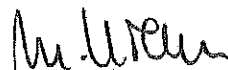
(§ 10 Abs. 1 Ziff. 2 Konsulargesetz v. 11.09.1974)

Die Erschienenen haben ihre Identität durch die
Vorlage der vorstehend genannten Identitätspapiere
nachgewiesen.

Botschaft der Bundesrepublik Deutschland

Peking, den 10.12.2009




Mona Krems, RA

als Konsularbearbeiterin gem. § 10 Abs.1 Ziff. 2 KG

BeurkReg II 782/2009
Gebühr Ziff 122 15,00 € /160.- RMB