

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

DAIMLER AG,

Defendant.

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:  
: **Crim. No. 10-063 (RJL)**  
:  
: **AMENDMENT TO**  
: **DEFERRED PROSECUTION**  
: **AGREEMENT**  
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Defendant Daimler AG ("Daimler"), a public corporation organized under the laws of the Federal Republic of Germany, by its undersigned attorneys, pursuant to authority granted by Daimler's Board of Management, and the United States Department of Justice, Criminal Division, Fraud Section (the "Department of Justice" or the "Department") enter into this Amendment to the Deferred Prosecution Agreement dated March 22, 2010 and filed with this Court on April 1, 2010. The terms and conditions of this Amendment to the Deferred Prosecution Agreement are as follows:

1. Paragraph 3 of the Deferred Prosecution Agreement is amended to provide as follows:

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 were entered (namely, April 1, 2010) and ending December 31, 2012 (the "Term"). However, Daimler agrees that, in the event that the Department determines, in its sole discretion, that Daimler 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 three months and one week, 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.

2. The term of the Monitor shall remain as provided in Paragraph 11 of the Deferred Prosecution Agreement as originally executed.


3. Paragraph 7 of Attachment D to the Deferred Prosecution Agreement is amended by the addition of a new Subparagraph 7(e)(viii), as follows:

(viii) On or before October 31, 2012, the Monitor shall certify whether the compliance program of Daimler, including its policies and procedures, is reasonably designed and implemented to prevent and detect violations within Daimler of the FCPA and other applicable anti-corruption laws.

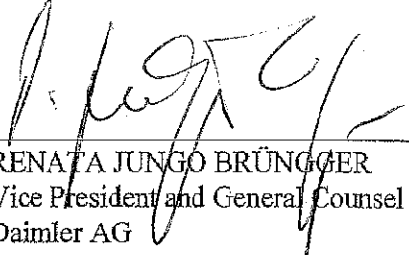
4. In all other respects, the Deferred Prosecution Agreement shall remain in full force and effect.

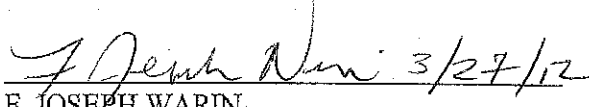
AGREED:

FOR DAIMLER AG:

By: 

DR. CHRISTINE HOHMANN-DENNHARDT  
Member of Board of Management and  
Head of Integrity and Legal Affairs  
Daimler AG


  
RENATA JUNGO BRÜNGGER  
Vice President and General Counsel  
Daimler AG

  
F. JOSEPH WARIN  
Gibson, Dunn & Crutcher, LLP  
1050 Connecticut Avenue, N.W.  
Washington, DC 20036-5306  
(202) 887-3609

Counsel for Daimler AG

**FOR THE DEPARTMENT OF JUSTICE:**

DENIS J. McINERNEY  
Chief, Fraud Section

By: 

NICHOLAS S. ACKER  
Trial Attorney, Fraud Section

United States Department of Justice  
Criminal Division  
1400 New York Ave., N.W.  
Washington, D.C. 20005  
(202) 616-8802

Washington, D.C., on this 30th day of March, 2012.

**GENERAL COUNSEL'S CERTIFICATE**

I have read this Amendment to Deferred Prosecution Agreement, as well as the original Deferred Prosecution Agreement, and carefully reviewed every part of it with outside counsel for Daimler AG ("Daimler"). I understand the terms of this Amendment to Deferred Prosecution Agreement, as well as the original Deferred Prosecution Agreement, and voluntarily agree, on behalf of Daimler, to each of the terms of the Amendment to Deferred Prosecution Agreement. Before signing this Amendment to Deferred Prosecution Agreement, I consulted outside counsel for Daimler. Counsel fully advised me of the rights of Daimler, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Amendment to Deferred Prosecution Agreement.

I have carefully reviewed the terms of this Amendment to Deferred Prosecution Agreement with the Supervisory Board and Board of Management of Daimler. I have advised and caused outside counsel for Daimler to advise the Supervisory and Management Boards fully of the rights of Daimler, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Amendment to Deferred Prosecution Agreement.

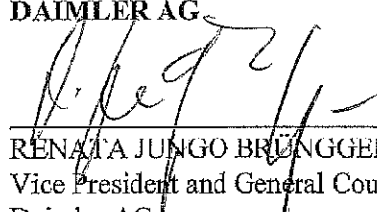
No promises or inducements have been made other than those contained in this Amendment to Deferred Prosecution Agreement and the Deferred Prosecution Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Amendment to Deferred Prosecution Agreement on behalf of Daimler, in any way to enter into this Amendment to Deferred Prosecution Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am Vice President and General Counsel of

Daimler AG, and that I have been duly authorized by Daimler AG to execute this Amendment to  
Deferred Prosecution Agreement on behalf of Daimler.

Date: March 27, 2012

DAIMLER AG

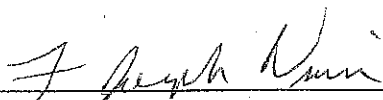
By:

  
\_\_\_\_\_  
RENATA JUNGO BRÜNGGER  
Vice President and General Counsel  
Daimler AG

**CERTIFICATE OF COUNSEL**

I am counsel for Daimler AG ("Daimler") in the matter covered by this Amendment to Deferred Prosecution Agreement. In connection with such representation, I have examined relevant Daimler documents and have discussed the terms of this Amendment to Deferred Prosecution Agreement with the Daimler Supervisory Board and Board of Management. Based on my review of the foregoing materials and discussions, I am of the opinion that: the representative of Daimler has been duly authorized to enter into this Amendment to Deferred Prosecution Agreement on behalf of Daimler and that this Amendment to Deferred Prosecution Agreement has been duly and validly authorized, executed, and delivered on behalf of Daimler and is a valid and binding obligation of Daimler. Further, I have carefully reviewed the terms of this Amendment to Deferred Prosecution Agreement with the Supervisory Board, the Board of Management (including the Head of Integrity and Legal Affairs) and the Vice President and General Counsel of Daimler. I have fully advised them of the rights of Daimler, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Amendment to Deferred Prosecution Agreement. To my knowledge, the decision of Daimler to enter into this Amendment to Deferred Prosecution Agreement, based on the authorization of the Board of Management with the consent of the Supervisory Board, is an informed and voluntary one.

Date: March 27, 2012

  
F. JOSEPH WARIN  
Gibson, Dunn & Crutcher, LLP  
1050 Connecticut Avenue, N.W.  
Washington, DC 20036-5306  
(202) 887-3609

Counsel for Daimler AG