

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

UNITED STATES OF AMERICA,

Plaintiff

v.

**DAIMLERCHRYSLER AUTOMOTIVE
RUSSIA SAO,**

Defendant.

:
:
:
:
:
:
:
:
:
:
:
:

CRIMINAL NO.: 1:10-CR-064

NOTICE OF FILING OF PLEA AGREEMENT

The United States of America, by and through its counsel, the United States Department of Justice, Criminal Division, Fraud Section (the "Department"), hereby gives notice of the filing of the attached plea agreement between the Department and DaimlerChrysler Automotive Russia SAO in the above-styled matter.

Respectfully submitted,

DENIS J. MCINERNEY
Chief, Fraud Section

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

CERTIFICATE OF SERVICE

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

/s/ _____
John S. Darden



U.S. Department of Justice

Criminal Division

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

March 22 2010

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

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

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

RECEIVED

MAR 22 2010

U.S. DISTRICT COURT

RE: United States v. DaimlerChrysler Automotive Russia SAO

Gentlemen:

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

The terms of the offer are as follows:

2. **Charges:** Pursuant to Fed. R. Crim. P. 11(c)(1)(C), DCAR agrees to waive its right to grand jury indictment and its right to challenge venue in the United States District Court for the

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

3. **Potential penalties, assessments, and restitution:** The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 371, is a fine of \$500,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest, 18 U.S.C. §§ 3571(c)(3) and (d); five years' probation, 18 U.S.C § 3561(c)(1); and a mandatory special assessment of \$400, 18 U.S.C. § 3013(a)(2)(B). The statutory maximum sentence that the Court can impose for each violation of Title 15, United States Code, Section 78dd-3, is a fine of \$2,000,000, 15 U.S.C. § 78dd-3(e), or twice the gross gain or gross loss resulting from the offense, whichever is greatest, 18 U.S.C. § 3571(d); five years' probation, 18 U.S.C § 3561(c)(1); and a mandatory special assessment of \$400, 18 U.S.C. § 3013(a)(2)(B). The statutory maximum sentences for multiple counts can be aggregated and run consecutively. Restitution obligations, if any, are satisfied in light of the Judgment being entered in the companion case of U.S. Securities and Exchange Commission v. Daimler AG and that probation is not necessary in light of DCAR's acceptance and acknowledgment of the monitorship provisions in the deferred prosecution agreement entered into simultaneously herewith by the Department and Daimler, DCAR's parent.

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

(a) Base Offense. Based upon USSG § 2C1.1, the total offense level is 34, 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 > \$7,000,000 and < \$20,000,000 based on transactions with U.S. nexus, taking the greater of the corrupt payment or the benefit received for each transaction pursuant to USSG § 2C1.1, comment. (n. 3))	+20
TOTAL	34

(c) Base Fine. Based upon USSG § 8C2.4(a)(1), the base fine is \$28,500,000 (fine corresponding to the Base Offense level as provided in Offense Level Table).

(d) Culpability Score. Based upon USSG § 8C2.5, the culpability score is 6, calculated as follows:

(a) Base Culpability Score	5
(b)(3) The organization had 200 or more employees and tolerance of the offense by substantial authority personnel was pervasive throughout the organization	+3
(g) The organization fully cooperated in investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	<u>-2</u>
TOTAL	6

(e) Calculation of Fine Range:

Base Fine	\$28,500,000
-----------	--------------

Multipliers	1.2(min)/2.40(max)
Fine Range	\$34,200,000 / \$68,400,000

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

5. **Penalties and Assessments:** Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Department and the defendant agree that DCAR shall pay a monetary penalty of \$27,360,000, and a special assessment of \$800. This monetary penalty represents a 20% reduction below the bottom of the Sentencing Guidelines range. The Department and the defendant agree that this is the appropriate sentence in the case, after consideration of: (a) the Sentencing Guidelines; (b) the payment of monetary penalties and/or disgorgement in other related criminal and civil proceedings in the U.S. by DCAR's parent, Daimler, and its affiliates, Daimler Export and Trade Finance GmbH and DaimlerChrysler China Ltd.; (c) DCAR's acknowledgment of and inclusion in Daimler AG's substantial compliance and remediation efforts and rehabilitation, as outlined in the Department's Sentencing Memorandum; and (d) the factors set forth in 18 U.S.C. § 3553(a). The parties agree and stipulate that the factors mentioned above and described in the Department's Sentencing Memorandum represent mitigating circumstances "of a kind, or to a degree, not adequately taken into consideration by the United States Sentencing Commission." 18 U.S.C. § 3553(b)(1). This \$27,360,000 monetary penalty and the \$800 special assessment shall be paid to the Clerk of Court, United States District Court for the District of Columbia, within ten (10) days of sentencing. The parties agree that this \$27,360,000 penalty shall be offset against the \$93,600,000 monetary penalty being paid by Daimler as part of its deferred prosecution agreement entered into simultaneously

herewith, in accordance with the terms of Daimler's agreement. DCAR acknowledges that no tax deduction may be sought in connection with payment of any part of its \$27,360,000 monetary penalty or any part of Daimler's \$93,600,000 payment allocable to DCAR.

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

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

The parties further agree, with the permission of the Court, to waive the requirement for a

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

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

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

8. **Press Releases:** The defendant agrees that if it or any of its direct or indirect affiliates or subsidiaries issues a press release in connection with this Agreement, DCAR 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 DCAR; and (b) the Department has no objection to the release. Statements at any press conference concerning this matter shall be consistent with this press release.

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

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

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

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

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

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

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

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

15. **Breach of Agreement:** The defendant agrees that if it fails to comply with any of the provisions of this Agreement, makes false or misleading statements before the Court, commits any

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


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

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

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

AGREED:

**FOR DaimlerChrysler Automotive Russia SAO,
now known as Mercedes-Benz Russia SAO :**

By: 

Dr. Gero Herrmann, General Counsel
Daimler AG

Martin J. Weinstein
Willkie Farr & Gallagher LLP

Carl S. Rauh
Hogan & Hartson LLP

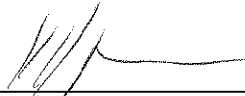
Gary DiBianco
Skadden Arps Slate Meagher & Flom LLP

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

AGREED:

**FOR DaimlerChrysler Automotive Russia SAO,
now known as Mercedes-Benz Russia SAO :**

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

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

AGREED:

**FOR DaimlerChrysler Automotive Russia SAO,
now known as Mercedes-Benz Russia SAO :**

By: _____
Dr. Gero Herrmann, General Counsel
Daimler AG

Martin J. Weinstein
Willkie Farr & Gallagher LLP

Carl S. Rauh


Carl S. Rauh
Hogan & Hartson LLP

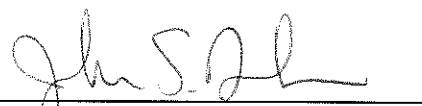
Gary DiBianco VA

Gary DiBianco
Skadden Arps Slate Meagher & Flom LLP

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 Automotive Russia SAO, now known as Mercedes-Benz Russia SAO ("DCAR"). I understand the terms of this Agreement and voluntarily agree, on behalf of DCAR, to each of its terms. Before signing this Agreement, I consulted with outside counsel for DCAR. Counsel fully advised me of the rights of DCAR, 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 General Director of DCAR. I have advised, and caused outside counsel for DCAR to advise, the General Director fully of the rights of DCAR, 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 DCAR, in any way to enter into this Agreement. I am also satisfied with outside counsels' representation in this matter. I certify that I am the General Counsel of Daimler AG and that I have been duly authorized by DCAR to execute this Agreement on behalf of DCAR.

Date: , 2010

**DaimlerChrysler Automotive Russia SAO,
now known as Mercedes-Benz Russia SAO**

By:




Dr. Gero Herrmann, General Counsel
Daimler AG

CERTIFICATE OF COUNSEL

We are counsel for DaimlerChrysler Automotive Russia SAO, now known as Mercedes-Benz Russia SAO ("DCAR"), and Daimler AG ("Daimler") in the matter covered by this Agreement. In connection with such representation, we have examined relevant Daimler and DCAR documents and have discussed the terms of this Agreement with the DCAR General Director. Based on our review of the foregoing materials and discussions, we are of the opinion that: the representative of DCAR has been duly authorized to enter into this Agreement on behalf of DCAR and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of DCAR and is a valid and binding obligation of DCAR. Further, we have carefully reviewed the terms of this Agreement with the General Director of DCAR. We have fully advised him of the rights of DCAR, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement. To our knowledge, the decision of DCAR to enter into this Agreement, based on the authorization of the General Director, is an informed and voluntary one.

Date: _____, 2010



Martin J. Weinstein
Willkie Farr & Gallagher LLP

Carl S. Rauh
Hogan & Hartson LLP

Gary DiBianco
Skadden Arps Slate Meagher & Flom LLP


Counsel for Daimler AG and
DaimlerChrysler Automotive Russia SAO,
now known as Mercedes-Benz Russia SAO

CERTIFICATE OF COUNSEL

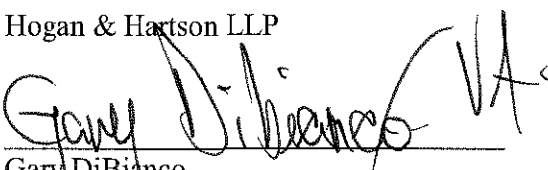
We are counsel for DaimlerChrysler Automotive Russia SAO, now known as Mercedes-Benz Russia SAO ("DCAR"), and Daimler AG ("Daimler") in the matter covered by this Agreement. In connection with such representation, we have examined relevant Daimler and DCAR documents and have discussed the terms of this Agreement with the DCAR General Director. Based on our review of the foregoing materials and discussions, we are of the opinion that: the representative of DCAR has been duly authorized to enter into this Agreement on behalf of DCAR and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of DCAR and is a valid and binding obligation of DCAR. Further, we have carefully reviewed the terms of this Agreement with the General Director of DCAR. We have fully advised him of the rights of DCAR, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement. To our knowledge, the decision of DCAR to enter into this Agreement, based on the authorization of the General Director, is an informed and voluntary one.

Date: _____, 2010

Martin J. Weinstein
Willkie Farr & Gallagher LLP



Carl S. Rauh
Hogan & Hartson LLP



Gary DiBianco
Skadden Arps Slate Meagher & Flom LLP

Counsel for Daimler AG and
DaimlerChrysler Automotive Russia SAO,
now known as Mercedes-Benz Russia SAO

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

**DAIMLERCHRYSLER AUTOMOTIVE
RUSSIAN SAO,**

Defendant.

Criminal No. _____

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

STATEMENT OF OFFENSE

The United States and Defendant DAIMLERCHRYSLER AUTOMOTIVE RUSSIA SAO (“DCAR”) agree that the following facts are true and correct:

GENERAL ALLEGATIONS

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

2. DCAR, now known as Mercedes-Benz Russia SAO, was a Moscow-based, wholly-owned subsidiary of Daimler. DCAR sold Daimler spare parts, assisted with the sale of vehicles from various Daimler divisions in Germany, in particular its overseas sales division (“DCOS”) to government customers in the Russian Federation (“Russia”), and also imported Daimler passenger and commercial vehicles into Russia for sale to customers and distributors. DCAR, a foreign corporation, is a “person,” as that term is used in the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-3(f)(1).

3. The Russian Ministry of Internal Affairs, known by its initials in Russian as “MVD,” was a department and agency of the Russian government principally responsible for policing, militia, immigration, and other functions. The Russian traffic police fell under the supervision of the MVD.

4. The Special Purpose Garage (“SPG”) was an “instrumentality” of the Russian government, and individuals employed by the SPG were “foreign officials,” as those terms are used in the FCPA, 15 U.S.C. § 78dd-3(f)(2)(A).

5. Machinoimport was a Russian government-owned and controlled purchasing agent for the city of Moscow. Machinoimport was an “instrumentality” of the Russian government, and individuals employed by Machinoimport were “foreign officials,” as those terms are used in the FCPA, 15 U.S.C. § 78dd-3(f)(2)(A).

6. Dorinvest was a Russian government-owned and controlled purchasing agent for the city of Moscow. Dorinvest was an “instrumentality” of the Russian government, and individuals employed by Dorinvest were “foreign officials,” as those terms are used in the FCPA, 15 U.S.C. § 78dd-3(f)(2)(A).

7. Daimler sold passenger cars and commercial vehicles directly from its headquarters in Stuttgart, Germany, to its Russian government clients with the assistance of DCAR and Daimler's representative office in Moscow. Daimler carried out such sales from DCOS with DCAR acting as an agent to assist with such direct sales. DCAR and Daimler sold passenger cars, commercial vehicles, and Unimogs in Russia.

8. Daimler's business in Russia was substantial. DCAR and Daimler's government customers in Russia included the MVD, the SPG, the Russian military, the city of Moscow, the City of Ufa, and the City of Novi Urengoi, among others.

BACKGROUND REGARDING DCAR'S BRIBERY

9. Daimler, through DCAR, made improper payments at the request of Russian government officials or their designees in order to secure business from Russian government customers. Payments of this nature were made with the knowledge and involvement of the former senior management of DCAR and DCOS.

10. DCAR and Daimler sometimes made improper payments to government officials in Russia to secure business by over-invoicing the customer and paying the excess amount back to the government officials, or to other designated third parties that provided no legitimate services to Daimler or DCAR, with the understanding that such payments would be passed on, in whole or in part, to Russian government officials. When payments were made to third parties, the payments were recorded on one of at least nine Daimler debtor accounts.

11. These overpayments were maintained as reserves on Daimler's books and records in certain internal debtor accounts, including debtor accounts that were identified by the name of the government customer with which Daimler and DCAR did business. When requested, Daimler

employees wired and authorized the wiring of payments from Daimler's bank accounts in Germany to, among other destinations, U.S. and Latvian bank accounts beneficially owned by shell companies with the understanding that the money, in whole or in part, was for the benefit of Russian government officials.

12. A former senior member of DCAR's Government Sales and Passenger Car Sales departments (the "DCAR Government Sales Executive") authorized these payments to Russian government officials and designated third parties via Daimler's debtor accounts, which payments were intended to induce passenger vehicle sales to Russian government customers. Daimler and DCAR employees often directed the payments to Russian officials into these officials' Latvian bank accounts that were nominally held in the name of shell companies, some of which were U.S.-registered corporations.

13. Daimler and DCAR employees also made and authorized the making of cash payments to Russian government officials employed at Russian government customers, or their designees, in order to induce Unimog sales to several Russian government municipalities.

14. Daimler and DCAR recorded the improper payments to Russian government officials or their designees in their books and records as "commissions," "special discounts," and "N.A.," which translates to "useful payment" or "necessary payment," and was understood by certain employees to mean "official bribe."

THE CRIMINAL CONDUCT

15. DCAR and others, known and unknown, took the following action:

Overall Sales

a. Overall, between 2000 and 2005, Daimler's vehicle sales in Russia, consisting of sales of passenger vehicles, commercial vehicles, and Unimogs, totaled approximately €1.4 billion, of which approximately 5% or €64,660,000 was derived from the sale of vehicles to Russian government customers. In connection with these vehicle sales, DCAR and Daimler made over €3 million in improper payments to Russian government officials employed at their Russian governmental customers, their designees, or to third-party shell companies that provided no legitimate services to Daimler or DCAR with the understanding that the funds would be passed on, in whole or in part, to Russian government officials.

Passenger Car Sales

b. DCAR employees acted as liaisons to Russian government customers, including the MVD, which included the Russian traffic police. The MVD and the SPG were Daimler's principal Russian government customers for passenger cars between 2000 and 2005. Daimler made improper payments to Russian officials employed at its Russian government customers directly and through agents and third-party shell companies in order to secure contracts to sell passenger cars.

c. In total, Daimler and DCAR made approximately €2,866,281 in payments to 23 different parties that were recorded on the debtor accounts used in connection with sales of passenger cars to the SPG, at least €1.4 million of which was used to pay bribes directly to Russian

government officials with the SPG or was used to pay third parties with the understanding that such payments would be passed on, in whole or in part, to Russian government officials with the SPG.

d. In addition, Daimler and DCAR made approximately €3.8 million in payments to third parties that were recorded on the debtor accounts used in connection with sales of passenger cars to the MVD, at least €1.8 million of which, in whole or in part, was used to pay bribes to Russian government officials with the MVD or was used to pay third parties with the understanding that such payments would be passed on, in whole or in part, to Russian government officials with the MVD.

e. Daimler and DCAR made payments to MVD consultants with the knowledge that those payments would be passed on, in whole or in part, to Russian government officials or their designees in their efforts to obtain and retain business from the Russian MVD.

Commercial Vehicle Sales

f. Between 2000 and 2005, Daimler sold commercial vehicles directly to government customers in Russia from its Commercial Vehicles Division in Germany, with the assistance of DCAR in areas such as contract negotiations, pricing, and the drafting of contracts. The two primary Russian government purchasers of Daimler's commercial vehicles were Machinoimport and Dorinvest, both of which were Russian government purchasing agents for the city of Moscow.

g. Between 2000 and 2005, Daimler made improper payments to Russian government officials employed by state-owned customers and to third-party shell companies in order to secure contracts to sell commercial vehicles to those customers. As with passenger car sales, the improper payments were sometimes derived by inflating the purchase price of the vehicles and

paying the excess amount back to employees of Daimler's Russian governmental customers directly or indirectly through third-party shell companies. Some of these price differentials or "inclusions" were improperly recorded in Daimler's books and records as "service reserves," although certain Daimler and DCAR employees understood that these price surcharges were intended to be paid as bribes to Russian government officials or their designees.

h. Between 2000 and 2005, Daimler and DCAR made at least 12 improper payments totaling approximately €388,724 to seven different third parties in connection with the sale of commercial vehicles to Russian government customers, including improper payments to an individual with close ties to the Russian government with the understanding that the payments would be passed on, in whole or in part, to Russian government officials in connection with Daimler's sale of commercial vehicles.

Unimog Sales

i. Daimler sold Unimogs directly from its Unimog division in Germany to its government customers in Russia. Because of import restrictions, most Unimogs were sold to Russian government purchasing agents, including Dorinvest and Machinoimport.

j. Between 2000 and December 2005, Daimler sold 57 Unimogs to Russian customers, approximately 90% of which were sold to government entities, totaling approximately €17.89 million in sales. Thirty Unimogs were sold to the city of Moscow and its various subdivisions. Other Russian government purchasers included the Russian military, the city of Ufa, and the city of Novi Urengoi.

k. Daimler and DCAR made approximately €433,000 in improper payments to government officials in Russia directly and indirectly through third-party shell companies in order

to secure contracts to sell Unimogs to Daimler's Russian government customers. Daimler made these improper payments in cash and through credits maintained in the company's omnibus credit accounts. Daimler generated reserve funds for the improper payments by issuing invoices to its government customer with prices that included only a partial discount. Daimler ultimately applied a larger discount and maintained the difference as a credit in Daimler's books and records. These funds were then withdrawn and paid to the government officials through shell companies.

OVERT ACTS

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

**Improper Payments In Connection With
The Sale Of Passenger Vehicles To The SPG**

a. Between in or about February 2001 and March 2005, DCAR and Daimler made 29 payments totaling approximately €928,023 to the Deutsche Bank account in Stuttgart, Germany, of a Russian government official at the SPG (the "SPG Official") in connection with Daimler's sale of Mercedes Benz passenger cars to the SPG.

b. In or about April 2003, DCAR and Daimler made a payment of €139,800 from Daimler's account in Germany, to Berwick Commercial LLC, a corporation registered in Delaware, with the understanding that the payment would be passed on, in whole or in part, to the SPG Official.

c. Between in or about September 2001 and February 2002, DCAR and Daimler made five payments totaling approximately €313,050 from Daimler's account in Germany to

Kongress Food Ltd., a corporation with an address in Dublin, Ireland, with the understanding that the payments would be passed on, in whole or in part, to the SPG Official.

d. Between in or about February 2004 and January 2005, DCAR and Daimler made six payments totaling approximately €306,356 from Daimler's account in Germany to Delight Commercial, Ltd., a corporation with an address in the Seychelles, with the understanding that the payments would be passed on, in whole or in part, to the SPG Official.

e. Between in or about January 2003 and May 2003, DCAR and Daimler made three payments totaling approximately €305,400 from Daimler's account in Germany to Pymont Alliance Corp., a corporation with an address in the Bahamas, with the understanding that the payments would be passed on, in whole or in part, to the SPG Official.

f. In or about January 2005, DCAR and Daimler made a payment of €99,682 from Daimler's account in Germany to Loretta LLP, a corporation with an address in the United Kingdom, with the understanding that the payment would be passed on, in whole or in part, to the SPG Official.

g. In or about 2005, DCAR and Daimler entered into a retroactive commission agreement with an individual introduced to Daimler by an employee of the SPG as someone with close ties to the Russian government whom Daimler could use as an agent through which to make payments to Russian government officials in exchange for assistance in securing business with the SPG.

h. In addition to the payments to the SPG Official, and the entities described above, between in or about July 2001 and November 2005, DCAR and Daimler made payments totaling approximately €384,619 to at least 11 other shell companies that did not perform services

for Daimler sufficient to justify the payments with the understanding that these payments would be passed on, in whole or in part, to Russian government officials in exchange for assistance in securing business with the SPG.

**Improper Payments In Connection With
The Sale of Passenger Vehicles To The Russian MVD**

i. Between in or about August 2000 and November 2002, DCAR and Daimler made 22 payments totaling approximately €785,225 from Daimler's account in Germany to a Bank of America account in San Diego, California, for Sittard Investments, a California corporation, to secure passenger car sales to the Moscow traffic police.

j. Similarly, between in or about January 2003 and June 2004, DCAR and Daimler made 13 payments totaling approximately €728,302 from Daimler's account in Germany to a bank account in Latvia for Novitta Ltd., a Delaware corporation, in connection with passenger car sales to the MVD.

k. Between in or about January 2005 and May 2005, DCAR and Daimler made five payments totaling approximately €402,876 from Daimler's account in Germany to a bank account in Latvia for Tower Block Ventures, a U.K. corporation, for the benefit of a consultant to the MVD in connection with passenger car sales to the MVD.

l. Between in or about September 2004 and December 2004, DCAR and Daimler made three payments totaling approximately €235,200 from Daimler's account in Germany to a bank account in Latvia for Silvarado Ltd., a corporation that provided no legitimate services for Daimler or DCAR, in connection with passenger car sales to the MVD.

m. Between in or about May 2003 and August 2003, DCAR and Daimler made four payments totaling approximately €189,291 from Daimler's account in Germany to a bank account in Latvia for Capital Alliance Corp., a Florida corporation, in connection with passenger car sales to the MVD and to the Russian military.

**Improper Payments In Connection With
The Sale Of Commercial Vehicles**

n. In 2004, DCAR and Daimler made three payments totaling approximately €58,000 from Daimler's account in Germany to Technofores, a Delaware corporation, to secure the sale of one commercial vehicle to the SPG for approximately €357,814.

**Improper Payments In Connection With
The Sale of Unimogs**

Dorinvest

o. DCAR and Daimler agreed to make commission payments to two senior members of Dorinvest (the "Dorinvest Officials"), both Russian government officials, of approximately €7,343 and €2,447, respectively, in order to secure the August 2001 sale of a Unimog to the city of Moscow.

q. In early 2002, in connection with the sale of seven Unimogs to the city of Moscow, Daimler wired a payment of approximately \$7,000 to the bank account of relatives of one of the Dorinvest Officials who were living in Jerusalem, Israel.

r. In or about November 2001, DCAR and Daimler also made a payment from Daimler's account in Germany of approximately €34,427 to Contrex, a Cyprus corporation established for the benefit of the wife of one of the Dorinvest Officials.

Machinoimport

s. On or about January 24, 2001, a Daimler employee made a payment of approximately DM15,000 from Daimler's account in Germany to the Latvian bank account of Fidelity Finance Corporation, a Delaware corporation, in connection with the sale of four Unimogs to Gormost, a department within the city of Moscow responsible for bridges and tunnels, with the understanding that such payment would be passed on, in whole or in part, to Russian government officials in order to secure this sale.

t. On or about May 28, 2001, Daimler made a payment of approximately €30,072.62, also from Daimler's account in Germany, to Fidelity Finance Corporation's Latvian bank account with the understanding that such payment would be passed on, in whole or in part, to Russian government officials in connection with an additional sale of Unimogs.

Russian Military

u. On or about July 15, 2003, DCAR and Daimler made a payment of approximately €5,478.09 from Daimler's account in Germany to the Latvia bank account of Forfun Co., a Delaware corporation, in connection with the sale of one Unimog to the Russian military, with the understanding that such payment would be passed on, in whole or in part, to Russian military officials.

v. On or about January 31, 2002, DCAR and Daimler made a payment of approximately €19,488 from Daimler's account in Germany to the Swiss bank account of Northcote Holdings, a Costa Rican corporation, in connection with the sale of another Unimog to the Russian military, with the understanding that such payment would be passed on, in whole or in part, to Russian military officials.

City of Ufa

w. On or about March 19, 2001, April 24, 2001, and June 19, 2001, DCAR and Daimler made payments totaling approximately DM55,030 from Daimler's account in Germany to an official with the Department of Communal Economy and Town Improvements for the City of Ufa, a Russian municipal government official, as well as another unidentified individual, in connection with the sale of seven Unimogs to the City of Ufa.

x. In or about February 2001, DCAR and Daimler paid an additional DM9,191.34 commission to this unidentified individual, as well as another person, in connection with the City of Ufa's purchase of an eighth Unimog.

City of Novi Urengoi

y. On or about March 19, 2002, DCAR and Daimler made a payment of approximately €7,635 from Daimler's account in Germany to a senior municipal government official with the City of Novi Urengoi in connection with the sale of a Unimog to the City of Novi Urengoi.

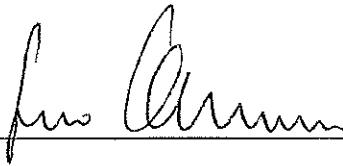
z. On or about July 17, 2002, DCAR and Daimler made a payment of approximately €26,650 to the bank account of Crofton Allianz, a Delaware corporation, in connection with the sale of a second Unimog to the City of Novi Urengoi, with the understanding that such payment would be passed on, in whole or in part, to a Russian government official.

aa. In or about September 2002, a Daimler employee made a separate €4,441.64 payment in cash to the same Russian government official.

DEFENDANT'S ACCEPTANCE

I have read this Statement of Offense. Pursuant to Fed. R. Crim. P. 11, and on behalf of DaimlerChrysler Automotive Russia SAO, now known as Mercedes-Benz Russia SAO, I accept and acknowledge responsibility for the acts of DaimlerChrysler Automotive Russia SAO's employees, agents, and consultants, and I admit that the evidence supporting the Statement of Offense establishes that DaimlerChrysler Automotive Russia SAO is guilty of the offenses to which it is pleading guilty.

Date: 22.03.20



For DaimlerChrysler Automotive Russia SAO,
now known as Mercedes-Benz Russia SAO

SHAREHOLDER'S RESOLUTION

РЕШЕНИЕ АКЦИОНЕРА

OF

MERCEDES-BENZ RUSSIA S.A.O.

ЗАО "МЕРСЕДЕС-БЕНЦ РУС"

Daimler AG

Компания "Даймлер АГ"

with its registered seat in Stuttgart (local court of Stuttgart, HRB 19360) (the "Shareholder"), represented by Dr. Wolfgang Herb and Dr. Peter Herz, who are authorized to represent the Shareholder jointly,

с зарегистрированным местонахождением в г. Штутгарте (местный суд г. Штутгарта, HRB 19360) (далее - "Акционер"), в лице доктора Wolfgang Herb и доктора Peter Herz, уполномоченных совместно представлять интересы Акционера,

is the sole Shareholder of

является единственным Акционером

Mercedes-Benz Russia S.A.O.

ЗАО "Мерседес-Бенц РУС"

registered under the laws of the Russian Federation with the state principal registration number 1027700258530 (OGRN) having its registered address at 125167 Moscow, Russia, 39a Leningradskiy Prospect (the "Company").

зарегистрированного по законодательству Российской Федерации (ОГРН 1027700258530), с юридическим адресом: Россия, 125167 г. Москва, Ленинградский проспект, д. 39а (далее - "Общество").

I. Preamble

I. Преамбула

The Shareholder and the Company itself have been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section ("DOJ") regarding resolving its investigation of the Company under the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq. (as amended, the "FCPA").

Акционер и само Общество вели переговоры с секцией по борьбе с мошенничеством Криминального отдела Департамента юстиции США (далее - "ДЮ") в отношении урегулирования вопросов по результатам проведенного ДЮ расследования деятельности Общества в соответствии с Законом США "О коррупционной практике за рубежом" (Раздел 15 Свода законов США, §§ 78dd-1 и далее) (далее, с учетом изменений и дополнений - "ЗКПР").

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

В целях разрешения этих вопросов Обществу предлагается заключить соглашение с ДЮ, в рамках которого Общество признает себя виновным в определенных преступлениях (далее -

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

II. Shareholder's Resolution

The Shareholder adopts the following resolution:

1. The Shareholder agrees that the Company
 - (i) accepts and acknowledges the two-count Information charging the Company with conspiracy to commit an offense against the United States, namely, to violate the anti-bribery provisions of the FCPA (Count One), and violating the anti-bribery provisions of FCPA, 15 U.S.C. § 78dd-3 and 18 U.S.C. § 2 (Count Two);
 - (ii) waives indictment on such charges;
 - (iii) enters into the Plea Agreement with the DOJ; and
 - (iv) agrees to accept a monetary penalty against MB Russia of \$27,360,000, and to pay \$27,360,000 to the United States Treasury with respect to the conduct described in the Information and Statement of the Offense.

"Соглашение о признании вины").

Генеральный юрист-консульт Акционера Герт Т. Бехт, совместно со следственными органами и внешним юрист-консульт Акционера и Общества, проконсультировали генерального директора Общества по вопросам его прав, возможных средств защиты, положений Директив для определения меры наказания и последствий заключения такого соглашения с ДЮ.

II. Решение Акционера

Акционер принял следующее решение:

1. Акционер дает свое согласие на то, чтобы Общество
 - (i) согласилось и подтвердило Информацию из двух пунктов с обвинением Общества в сговоре с целью совершения преступления против Соединенных Штатов Америки, а именно нарушения положений ЗКПР о противодействии взяточничеству (первый пункт) и в нарушении положений о противодействии взяточничеству, содержащихся в ЗКПР, § 78dd-3 Раздела 15 Свода законов США и § 2 Раздела 18 Свода законов США (второй пункт);
 - (ii) отказалось от требования о вынесении официального обвинительного акта,
 - (iii) заключило с ДЮ Соглашение о признании вины; и
 - (iv) взяло на себя штраф в отношении МБ Россия в размере 27 360 000 долл. США и выплатило 27 360 000 долл. США Казначейству США в связи с действиями, описанными в Информации и Формулировке

обвинения.

2. The Shareholder hereby grants its consent to the issuance of a power of attorney by the general director of the Company substantially in the form as attached hereto as Annex.

2. Акционер настоящим дает свое согласие на выдачу доверенности генеральным директором Общества, существенно по форме, приведенной в Приложении к настоящему решению.

No further resolutions are adopted.

Более никаких решений Акционером не принималось.

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

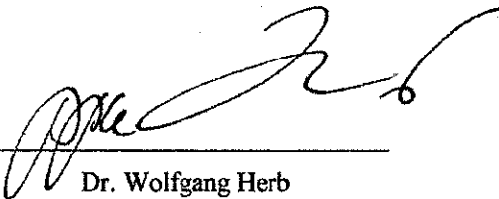
В случае противоречий в толковании настоящего решения преимущественную силу имеет его редакция на английском языке.

Stuttgart, this _____

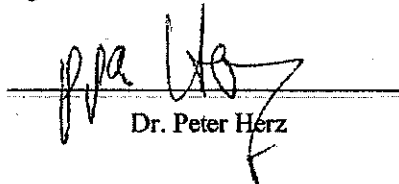
г. Штутгарт, дата _____

For the Shareholder

От имени Акционера



Dr. Wolfgang Herb



Dr. Peter Herz

Annex

POWER OF ATTORNEY

Closed Joint Stock Company **Mercedes Benz Russia**, registered on September 27, 2002, by Administration of the Ministry for Taxes and Levies of the Russian Federation for the City of Moscow, with state principal registration number 1027700258530; located at: 39A, Leningradskiy Prospekt, Moscow, 125167, (the "**Company**") represented by [...], born on [...], acting on the basis of the Company's Charter and Resolution, dated [...], who is authorized to represent the Company singly, hereby grants power of attorney to [...], [...], [...], each an employee of Daimler AG, with its registered address at: Mercedesstrasse 137, 70327 Stuttgart, Germany (the "**Attorneys-in-fact**"), each of them singly, to represent the Company in any respect regarding the settlement with the United States Department of Justice (the "**DOJ**") in connection with its investigation into Daimler AG, with its registered seat in Stuttgart, registered with the commercial register of the local court of Stuttgart under HRB 19360, the shareholder of the Company, its subsidiaries and its affiliates. The Attorneys-in-fact are in particular, without limitation, authorized to in the Company's name and on the Company's behalf enter into and execute a plea agreement with the DOJ with such changes as the Attorney-in-fact may approve. The Attorneys-in-fact are authorized to represent the Company 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.

This power of attorney is subject to Russian law.

Authorities conferred by this power of attorney may be delegated to other persons.

This power of attorney is valid for one year.

Signature:

Приложение
ДОВЕРЕННОСТЬ

Закрытое Акционерное Общество "Мерседес-Бенц РУС", зарегистрированное Инспекцией Министерства Российской Федерации по налогам и сборам №7 по Центральному административному округу г. Москвы, 27 сентября 2002 года, за основным государственным регистрационным номером 1027700258530, расположенное по адресу: 125167 город Москва, Ленинградский проспект, д. 39А (далее "Общество"), в лице [...],[...] года рождения, действующего на основании Устава Общества и Протокола от [...], и уполномоченный единолично представлять интересы Общества, настоящим доверяет [...],[...], каждый являющийся сотрудником компании "Даймлер АГ", расположенной по адресу: Германия, 70327 г. Штутгарт, Мерседесштрассе, 137 (далее "Доверенные лица"), каждому из них в отдельности, представлять интересы Общества по всем вопросам мирового соглашения в связи с проведенным в Департаменте юстиции США (далее "ДЮ") расследованием деятельности акционера Общества - компании "Даймлер АГ" с местонахождением в г. Штутгарте, Германия, зарегистрированной в коммерческом реестре местного суда г. Штутгарта за номером HRB 19360, ее дочерних компаний и аффилированных лиц. Доверенные лица уполномочиваются, в частности, без ограничений, от имени и по поручению Общества заключить и подписать соглашение о признании вины с ДЮ с изменениями, которые они могут утвердить. Доверенные лица уполномочены в целом представлять интересы Общества в рамках настоящей доверенности, т.е. совершать от его имени любые необходимые и целесообразные действия и подписывать, утверждать и изменять форму, условия и положения любых соглашений и иных документов, которые могут быть необходимыми или целесообразными для достижения вышеизложенных целей и намерений.

Настоящая Доверенность регулируется законодательством Российской Федерации.

Полномочия, выданные настоящей Доверенностью, могут быть переданы другим лицам.

Срок действия настоящей Доверенности 1 год с момента выдачи.

Подпись

ДОВЕРЕННОСТЬ

Город Москва, двадцать восьмого декабря две тысячи девятого года.

Закрытое акционерное общество "Мерседес-Бенц РУС", ИНН 7707016368, местонахождение: 125167 г. Москва, Ленинградский проспект, д.39А, зарегистрированное Государственным учреждением Московская регистрационная палата 01 августа 1994 года за № Р-4777.17.7, основной государственный регистрационный номер 1027700258530, Свидетельство о внесении записи в Единый государственный реестр юридических лиц серия 77 № 005424692 от 27 сентября 2002 года, в лице Генерального директора гр. Германии Юргена Зауэра, дата рождения 12 июля 1956 года, виза серия М-VI № 1562396, выдана 30 апреля 2009 г. ФМС России, срок действия с 05 мая 2009 г. по 05 мая 2010 г., к паспорту № 698729560, выдан Бургомистром г. Тюбинген, ФРГ, 06 июня 2007 г., зарегистрированного в РФ по адресу: 125167, город Москва, Ленинградский проспект, д.39А, действующего на основании Устава Общества и Решения от 20 июля 2004 года,

настоящей доверенностью уполномочивает

Д-ра Геро Херрманна, паспорт № 320933019, выдан 02 июля 2007 г. мэрией города Людвигсхафена-на-Рейне / генеральным консульством г. Сан-Паулу,

Д-ра Томаса Альтенбаха, паспорт № 507718291, выдан 01 октября 2004 г. мэрией города Мюльхайма-на-Руре,

и Д-ра Вольфганга Херба, паспорт № С89МWVC4G, выдан 19 декабря 2007 г. мэрией города Фильдерштадта (каждый из них – работник компании "Даймлер АГ", с зарегистрированным адресом: Германия, 70327 г. Штутгарт, Мерседесштрассе 137 (далее - "Доверенные лица"),

каждому из них в отдельности, в целях заключения и подписания соглашения о признании вины с Департаментом юстиции США (далее - "ДЮ"), разрешить все вопросы по проводимому ДЮ расследованию деятельности Общества.

Доверенные лица уполномочиваются, в частности, без ограничений, от имени и по поручению Общества принять соглашение о признании вины от имени Общества и выступать в суде с этой целью. Доверенные лица уполномочены в целом представлять интересы Общества в рамках настоящей доверенности, то есть совершать от его имени любые необходимые и целесообразные действия и подписывать, утверждать и изменять форму, условия и положения любых соглашений и иных документов, которые могут быть необходимыми или целесообразными для достижения вышеизложенных целей и намерений.

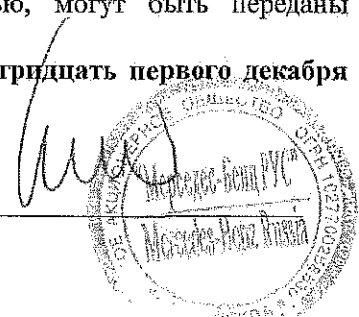
Полномочия, предоставленные настоящей Доверенностью, могут быть переданы другим лицам.

Доверенность выдана с правом передоверия, сроком до тридцать первого декабря две тысячи десятого года (включительно).

Генеральный директор

ЗАО "Мерседес-Бенц РУС"

JÜRGEN SAUER



Город Москва, Российская Федерация
Двадцать восьмого декабря две тысячи девятого года.

Настоящая доверенность удостоверена мной, Давыдовой Ольгой Сергеевной, нотариусом города Москвы. Доверенность совершена от имени Закрытого акционерного общества «Мерседес-Бенц РУС» его Генеральным директором гр. Германии Юргеном Зауэром, подписавшим ее в моем присутствии.

Правоспособность Закрытого акционерного общества «Мерседес-Бенц РУС» и полномочия его представителя проверены. Личность подписавшего доверенность установлена, неспособность проверена.



Зарегистрировано в реестре за № 3-3143

Выдана государственными (по тарифу): 750 руб. + 1100 руб. тсх. работа

Удостоверено в помещении нотариальной конторы по адресу: город Москва, Ленинградский проспект, д.39А

Нотариус

Handwritten signature of Olga Davydova

POWER OF ATTORNEY

The City of Moscow, the twenty eighth day of December two thousand and nine

Closed Joint Stock Company Mercedes-Benz RUS, Individual Taxpayer Number 7707016368, location: 125167, Moscow, Leningradsky prospect, 39A, registered by Moscow Registration Chamber on August 1, 1994 under No P-4777.17.7, Principal State Registration Number 1027700258530, Certificate of registration entry to Unified State Register of Legal Entities Series 77 No 005424692 of September 27, 2002, represented by General Director, citizen of Germany **Jürgen Sauer**, born on July 12, 1956, visa Series M-VI No 1562396 issued on April 30, 2009 by the Federal Migration Service of the Russian Federation, effective from May 5, 2009 through May 5, 2010, to passport No 698729560 issued by Burghermaster of Tübingen, Federal Republic of Germany, on June 6, 2007, registered in the Russian Federation at the address: 125167, Moscow, Leningradsky prospect, 39A, acting by virtue of the Articles of Association of the Company and Resolution of July 20, 2004,

by the present Power of Attorney appoints:

Dr. **Gero Herrmann**, passport No 320933019, issued on July 2, 2007 by the town-council of Ludwigshafen am Rhein / Consulate General of Sao Paolo,

Dr. **Thomas Altenbach**, passport No 507718291, issued on October 1, 2004 by the town-council of Mülheim an der Ruhr,

and Dr. **Wolfgang Herb**, passport No C89MWVC4G, issued on December 19, 2007 by the town-council of Filderstadt (each of them being the employee of Daimler AG with the registered address: Germany, 70327, Stuttgart, Mercedesstrasse, 137 (hereinafter referred to as the **Attorneys**),

each of them separately in order to conclude and sign the plea bargaining agreement with the US Department of Justice (hereinafter referred to as the **DOJ**), settle all issues related to investigation carried out by DOJ with respect to the Company activities.

The Attorneys are authorized, inter alia, without limitations, on behalf of the Company to accept the plea bargaining agreement on behalf of the Company and appear before the court for this purpose. The Attorneys are authorized in general to represent the interests of the Company within the framework of the present Power of Attorney, i.e. to do or execute on behalf of the Company any necessary and feasible acts and to sign, approve and amend form, terms and provisions of any agreements and other documents which may be necessary or feasible for the above aims and intentions.

The authorities vested by the present Power of Attorney may be granted to any third party.

The present Power of Attorney and substitution shall be valid until the 31st of December, 2010 (inclusive).

General Director

CJSC Mercedes-Benz RUS _____ *signature*

City of Moscow, Russian Federation
This 28th day of December, two thousand and nine.

The present Power of Attorney is certified by me, **Davydova Olga Sergeevna**, Notary Public of the City of Moscow.

The present Power of Attorney is executed on behalf of Closed Joint Stock Company Mercedes-Benz RUS by its General Director, **Jürgen Sauer**, citizen of Germany, who signed it before me.

The legal capacity of Closed Joint Stock Company Mercedes-Benz RUS and powers of its representative were checked and verified. The identity of the person which signed the present Power of Attorney was established, legal capacity checked and verified.

Registered in the Register under No 3-3143
State due have been paid in the amount of 750 rubles + 1100 rubles for technical services

Certified outside the premises of the notary's office
at the address: Moscow, Leningradsky prospect, 39A
Notary Public _____ *signature*
Seal: Notary Public of the City of Moscow Davydova O.S.

Текст данного документа переведен с русского языка на английский язык переводчиком
Круглик Виталий Григорьевич



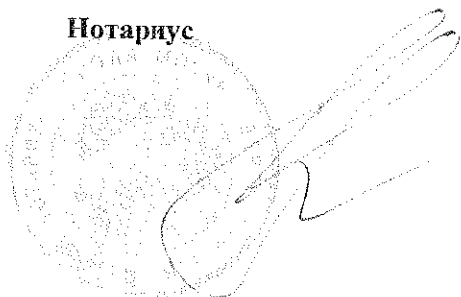
Город Москва, тридцатого декабря две тысячи девятого года.

Я, Вергасова Галина Ивановна, нотариус города Москвы, свидетельствую
подлинность подлинности, сделанной переводчиком Кругликом Виталием Григорьевичем в
моем присутствии. Личность его установлена.

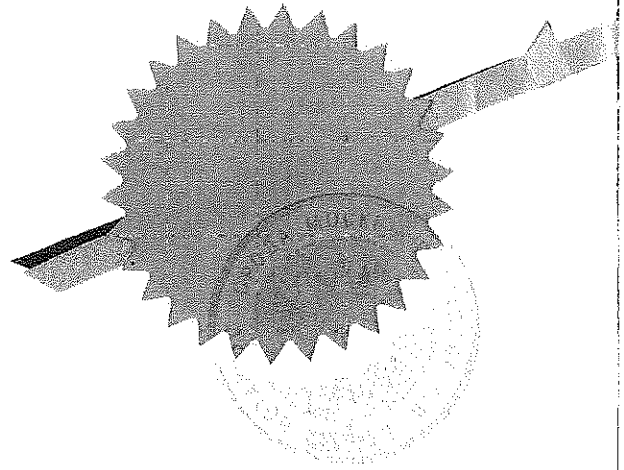
Зарегистрировано в реестре за № 10-984

Взыскано по тарифу: 300 рублей.

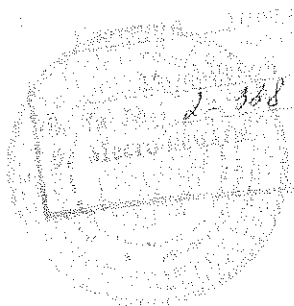
Нотариус



Вергасова Г.И.



[Faint, mostly illegible text, likely a notary certificate or document, possibly containing a date and signature.]



Всего прошито,
прокумеровано и скреплено
печатью 23 листов.
Нотариус _____