

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

	:	
UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
v.	:	Crim. No. 10-066 (RJL)
	:	
DAIMLERCHRYSLER CHINA LTD.,	:	AMENDMENT TO
	:	DEFERRED PROSECUTION
	:	AGREEMENT
Defendant.	:	
	:	

Defendant DaimlerChrysler China Ltd. ("DCCL"), a Beijing-based, wholly owned subsidiary of Daimler AG, by its undersigned attorneys, pursuant to authority granted by its Board of Directors, 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, 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 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.

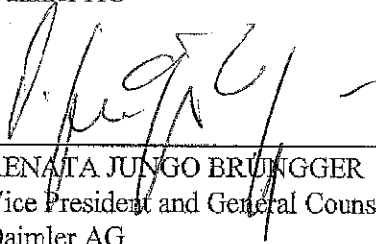
2. In all other respects, the Deferred Prosecution Agreement shall remain in full force and effect.

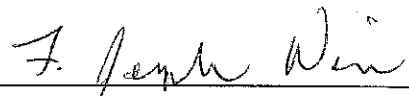
AGREED:

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

By: 

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

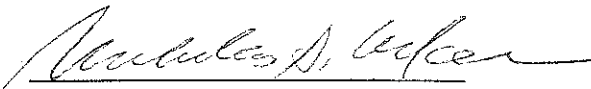

RENATA JUNGO BRÜNGGER
Vice President and General Counsel
Daimler AG


F. JOSEPH WARIN
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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: 
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 DaimlerChrysler China Ltd., now known as Daimler North East Asia, Ltd. ("DCCL"). 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 DCCL, 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 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 Amendment to Deferred Prosecution Agreement.

I have carefully reviewed the terms of this Amendment to Deferred Prosecution 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 Amendment to Deferred Prosecution Agreement.

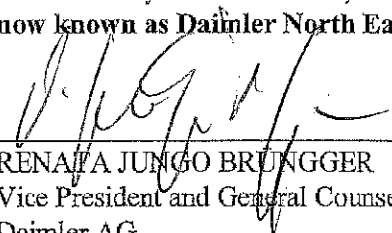
No promises or inducements have been made other than those contained in this Amendment to Deferred Prosecution Agreement and the Deferred Prosecution Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Amendment to Deferred Prosecution Agreement on behalf of DCCL, 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 DCCL to execute this Amendment to Deferred Prosecution Agreement on behalf of DCCL.

Date: March 27, 2012

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

By:

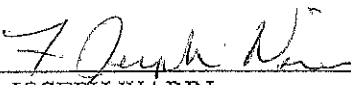


RENATA JUNGO BRÜGGER
Vice President and General Counsel
Daimler AG

CERTIFICATE OF COUNSEL

I am counsel for DaimlerChrysler China Ltd., now known as Daimler North East Asia, Ltd. ("DCCL"), and Daimler AG ("Daimler") in the matter covered by this Amendment to Deferred Prosecution Agreement. In connection with such representation, I have examined relevant Daimler and DCCL documents and have discussed the terms of this Amendment to Deferred Prosecution Agreement with the DCCL Board of Directors. Based on my review of the foregoing materials and discussions, I am of the opinion that: the representative of DCCL has been duly authorized to enter into this Amendment to Deferred Prosecution Agreement on behalf of DCCL and that this Amendment to Deferred Prosecution Agreement has been duly and validly authorized, executed, and delivered on behalf of DCCL and is a valid and binding obligation of DCCL. Further, I have carefully reviewed the terms of this Amendment to Deferred Prosecution Agreement with the Board of Directors of DCCL and the Vice President and General Counsel of Daimler. I 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 Amendment to Deferred Prosecution Agreement. To my knowledge, the decision of DCCL to enter into this Amendment to Deferred Prosecution Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: March 27, 2012



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