

Roll of Deeds No. 1000/2019

Hive-down and Acquisition Agreement Daimler

NOTARY PUBLIC HAGEN KRZYWON

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NOTARIAL DEED

Recorded at Stuttgart on 25 March 2019
- twenty-five March two thousand nineteen -

before

NOTARY PUBLIC HAGEN KRZYWON

with registered office in Stuttgart

Present:

1. Dr. Kerstin **Neumann**,
born on 14 June 1968,
business address at Mercedesstr. 120 in 70372 Stuttgart,

2. Mr. Bernd **Otten**,
born on 10 May 1974,
business address at Mercedesstr. 120 in 70372 Stuttgart,

-the persons appearing under No. 1 and No. 2 above acting as representatives for the following company entered in the commercial

register of the Local Court – Register Court of Stuttgart under HRB 19360,

Daimler AG
with its registered office in Stuttgart,

by power of attorney dated 14 March 2019, Roll of Deeds No. 884/2019 of the acting Notary, which is presented in the original and is enclosed with this Deed in certified copy.

3. Mrs. Petra Marita **Meiser**,
born on 22 February 1978,
business address at Mercedesstr. 120 in 70372 Stuttgart,

4. Dr. Rainer **Beckmann**,
born on 07 June 1962,
business address at Mercedesstr. 120 in 70372 Stuttgart,

-the persons appearing under No. 3 and No. 4 above acting as a member of the Board of Management with authority of joint representation or as holder of a general power of attorney (*Prokurist*) with authority of joint representation, respectively, of the following company entered in the commercial register of the Local Court – Register Court of Stuttgart under HRB 762873,

Mercedes-Benz AG
with its registered office in Stuttgart.

5. Dr. Florian **Hofer**,
born on 15 February 1977,
business address at Mercedesstr. 120 in 70372 Stuttgart,

6. Mrs. Alexandra **Zetzsche**,
born on 31 October 1979,
business address at Mercedesstr. 120 in 70372 Stuttgart,

-the persons appearing under No. 5 and No. 6 above acting as a member of the Board of Management with authority of joint representation and as holder of a general power of attorney (*Prokurist*) with authority of joint representation, respectively, of the following company entered in the commercial register of the Local Court – Register Court of Stuttgart under HRB 762884,

Daimler Truck AG
with its registered office in Stuttgart.

On the basis of today's inspection of the commercial register of the Local Court of Stuttgart, HRB 762873 (Mercedes-Benz AG) and HRB 762884 (Daimler Truck AG), I confirm the authority of representation described above.

The persons appearing are personally known to me, the Notary.

The Notary's question as to a prior involvement according to § 3 para. 1 sent. 1 no. 7 BeurkG (*Beurkundungsgesetz* – German Notarisation Act) was answered in the negative by the persons appearing.

The Notary has pointed out that the personal data from this Deed are electronically stored, processed and transmitted to authorities and courts to the extent this is necessary or expedient for the recording, execution and consummation of the Deed.

The persons appearing, requesting notarial recording, declare the following:

Hive-down and Acquisition Agreement

between

Daimler AG,
Stuttgart,

as transferring entity

and

Mercedes-Benz AG,
Stuttgart,

as well as

Daimler Truck AG,
Stuttgart,

as acquiring entities

The represented parties hereby conclude in notarized form the Hive-down and Acquisition Agreement handed over to the recording Notary as an **Annex**. Reference is made to the Annex.

To the extent that reference is made to Annexes in the Hive-down and Acquisition Agreement, these are contained in Reference Deed 1 (Roll of Deeds No. 994/2019), Reference Deed 2 (Roll of Deeds No. 995/2019), Reference Deed 3 (Roll of Deeds No. 996/2019), Reference Deed 4 (Roll of Deeds No. 997/2019), Reference Deed 5 (Roll of Deeds No. 998/2019) and Reference Deed 6 (Roll of Deeds No. 999/2019), each dated 22 to 25 March 2019 and each recorded by Notary Public Hagen Krzywon in

Stuttgart. Reference is made pursuant to § 13a BeurkG to these Reference Deeds which are presented in the original.

The contents of the aforementioned Reference Deeds are fully known to the persons appearing.

On behalf of the respective represented party, the persons appearing hereby approve all declarations made by Mrs. Sandra Rossmeissl, Mrs. Isabelle Toth and Mrs. Sarah Russo, each with business address Königstraße 1 A, 70173 Stuttgart, in the aforementioned Reference Deeds, and indemnify the aforementioned persons against any liability in this respect. The persons appearing have agreed and still expressly agree to the acting as representatives without power of representation.

The persons appearing waive the re-reading of these Reference Deeds and the attaching of certified copies with this present recording. The Notary instructed the persons appearing with regard to § 13a BeurkG and the meaning/effect of such reference.

The tables of annexes contained in Reference Deeds 1 to 6 are enclosed with this Deed for explanatory purposes.

This notarial recording, together with the Annex, was read out by the Notary to the persons appearing and has been approved and signed in their own hand by them and the Notary as follows:

[Signatures]

Annex

to the Notarial Deed dated

25 March 2019

– Roll of Deeds No. 1000/2019 of the

Notary Public Hagen Krzywon in Stuttgart –

Hive-down and Acquisition Agreement

between

Daimler AG,
Stuttgart,

as transferring entity

and

Mercedes-Benz AG,
Stuttgart,

as well as

Daimler Truck AG,
Stuttgart,

as acquiring entities

of 25 March 2019

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Preamble

- A. Daimler AG has its registered office in Stuttgart and is entered in the Commercial Register of the Local Court of Stuttgart under HRB 19360. At the time of conclusion of this Hive-down and Acquisition Agreement (hereinafter the "**Hive-down Agreement**"), the share capital of Daimler AG amounts to EUR 3,069,671,971.76 and is divided into 1,069,837,447 no-par value shares.
- B. Mercedes-Benz AG and Daimler Truck AG each have their registered offices in Stuttgart and are entered in the Commercial Register of the Local Court of Stuttgart under HRB 762873 and HRB 762884, respectively. At the time of conclusion of this Hive-down Agreement, the share capital of Mercedes-Benz AG and of Daimler Truck AG amounts to EUR 50,000 in each case and is divided in each case into 50,000 no-par value registered shares. Daimler AG is the sole shareholder of Mercedes-Benz AG and Daimler Truck AG.
- C. Daimler AG is the parent company of Daimler Group, whose operating business is divided into five different divisions: Mercedes-Benz Cars, Mercedes-Benz Vans, Daimler Trucks, Daimler Buses and Daimler Financial Services. Daimler AG's business activities essentially comprise the development, manufacturing and distribution of passenger cars, vans and trucks as well as the management of the company. The production and distribution of buses in Germany is carried out by EvoBus GmbH, a subsidiary of Daimler AG. As a whole, Daimler Group has an international production network and a worldwide sales network. To the Daimler Financial Services division, domestic and foreign subsidiaries of Daimler AG are allocated whose product portfolio includes financing, leasing and insurance solutions for end customers and dealers, fleet management, investment products as well as various innovative mobility services.
- D. Daimler AG intends to restructure and consolidate the operations of Daimler Group by combining the Mercedes-Benz Cars and Mercedes-Benz Vans divisions and the Daimler Trucks and Daimler Buses divisions into legally independent units. The operating business of the Mercedes-Benz Cars & Vans and Daimler Trucks & Buses divisions thus combined is to be transferred to Mercedes-Benz AG or Daimler Truck AG, respectively. This way, together with the Daimler Financial Services division, which is already legally independent, three pillars are to be created in the future under the umbrella of Daimler AG. Daimler AG will perform corporate governance, strategy and control functions as well as provide Group-wide services as a holding company.
- E. The Cars & Vans Division of Daimler AG consists of the current Mercedes-Benz Cars and Mercedes-Benz Vans divisions (hereinafter the "**Cars & Vans Division**"). The activities of the Cars & Vans Division comprise, for one thing, the development, production and distribution of Mercedes-Benz brand vehicles, with the sub-brands Mercedes-AMG and Mercedes-Maybach, the smart brand and the new EQ brand for electromobility, as well as the provision of related services, including under the brand Mercedes me. To date, a large part of the passenger car production takes place at the level of Daimler AG, which operates plants dedicated to this in Sindelfingen, Bremen, Rastatt, Untertürkheim, Berlin, Hamburg and Kuppenheim. In addition, there is a production network on four continents with more than 30 locations. The activities of the

Cars & Vans Division, on the other hand, consist of the development, production and distribution of vans of the Mercedes-Benz and Freightliner brands and the provision of related services, including under the Mercedes PRO brand. The product range of Mercedes-Benz Vans includes commercial vehicles as well as models for private customers. Van production takes place in a total of seven countries and, in addition to Düsseldorf and Ludwigsfelde in Germany, includes production sites, amongst others, in Spain, the USA, Argentina, China (as part of the joint venture company Fujian Benz Automotive Co., Ltd.) and Russia. The production of the Citan and the Mercedes-Benz X-Class is part of the strategic alliance with Renault-Nissan. In particular, the assets and liabilities of the Cars & Vans Division forming part of the partial establishment for tax purposes (*steuerlicher Teilbetrieb*) as well as other assets and liabilities forming part of the Cars & Vans Division are to be transferred to Mercedes-Benz AG in accordance with this Hive-down Agreement.

- F. The Trucks & Buses Division of Daimler AG consists of the current Daimler Trucks and Daimler Buses divisions (hereinafter the "**Trucks & Buses Division**"). The activities of the Trucks & Buses Division comprise, on the one hand, the development, production and distribution of trucks of the Mercedes-Benz, Freightliner, Western Star, FUSO and BharatBenz brands in a global network. Truck production is carried out at a total of 26 locations by Daimler AG and local companies in the NAFTA region, Europe, Asia and South America. In China, Beijing Foton Daimler Automotive Co., Ltd. (BFDA), a joint venture with the Chinese partner Beiqi Foton Motor Co., Ltd., has been producing trucks under the Auman brand name since 2012. In Germany, truck and engine production takes place at the plants in Würth, Kassel, Mannheim and Gaggenau. On the other hand, the activities of the Trucks & Buses Division comprise the development, production and distribution of city and overland buses and travel coaches as well as chassis of the Mercedes-Benz, Setra and BharatBenz brands. This business is conducted by domestic and foreign subsidiaries of Daimler AG, in Germany mainly by Evo-Bus GmbH. The largest of the division's 14 production plants are located in Germany, France, Spain, Turkey, Argentina, Brazil, Mexico and, since 2015, in India as well. The product portfolio of the Trucks & Buses Division also includes the buses of the Thomas Built Buses and FUSO brands, which today are part of the Daimler Trucks division. In particular, the assets and liabilities of the Trucks & Buses Division forming part of the partial establishment for tax purposes (*steuerlicher Teilbetrieb*) as well as other assets and liabilities forming part of the Trucks & Buses Division are to be transferred to Daimler Truck AG in accordance with this Hive-down Agreement.

Now, therefore, Daimler AG as the transferring entity and Mercedes-Benz AG and Daimler Truck AG as the acquiring entities (Mercedes-Benz AG and Daimler Truck AG are hereinafter each referred to as an "**Acquiring Entity**" and collectively as "**Acquiring Entities**" and together with Daimler AG as "**Parties**") agree as follows:

I. Hive-down, Hive-down Effective Date, Closing Balance Sheet

1. Hive-down

- 1.1 Daimler AG, with its registered office in Stuttgart, as the transferring legal entity transfers the following by means of a hive-down by way of acquisition pursuant to

§ 123 para. 3 no. 1 UmwG (*Umwandlungsgesetz* – German Transformation Act) and in accordance with the other provisions of this Hive-down Agreement

- (a) the part of its assets relating to the Cars & Vans Division and described in Clauses 3 to 21 (Cars & Vans Hive-down Assets as defined in Clause 3.1) in its entirety to Mercedes-Benz AG, with its registered office in Stuttgart, as the Acquiring Entity in return for the granting of Mercedes-Benz AG shares in accordance with Clause 50.1;
- (b) the part of its assets relating to the Trucks & Buses Division and described in Clauses 22 to 40 (Trucks & Buses Hive-down Assets as defined in Clause 22.1) in its entirety to Daimler Truck AG, with its registered office in Stuttgart, as the Acquiring Entity in return for the granting of Daimler Truck AG shares in accordance with Clause 50.2.

The entirety of the assets to be transferred under lit. (a) and lit. (b) is hereinafter referred to as "**Hive-down Assets**".

- 1.2 Where the terms "**Asset**" or "**Assets**" are used in this Hive-down Agreement, these shall mean – subject to deviating stipulations in this Hive-down Agreement – assets and liabilities as defined in § 126 para. 1 no. 9 UmwG of Daimler AG, together with all rights and obligations, including contractual relationships and other legal relationships and legal interests of all kinds, receivables and liabilities, uncertain liabilities, contingent liabilities and future contingent receivables and liabilities, the legal basis for which has already been established, irrespective of whether or not these are required or capable of being recognized in the balance sheet or are actually recognized in the balance sheet.

2. Hive-down Effective Date, Tax Transfer Date and Closing Balance Sheet

- 2.1 The transfer of the respective Hive-down Assets shall take place in the relationship between Daimler AG and Mercedes-Benz AG as well as between Daimler AG and Daimler Truck AG in each case with economic effect as of 0:00 a.m. on 1 January 2019 (hereinafter the "**Hive-down Effective Date**"). From this time onward, the acts and transactions of Daimler AG with respect to the respective Hive-down Assets shall be deemed to have been performed for the account of the respective Acquiring Entity. Daimler AG and Mercedes-Benz AG and Daimler AG and Daimler Truck AG, respectively, shall therefore put each other in such positions in their internal relationships as if the respective Hive-down Assets had already been transferred to the respective Acquiring Entity on the Hive-down Effective Date.
- 2.2 The tax transfer date for the hive-down shall be 31 December 2018, 12.00 p.m. (hereinafter the "**Tax Transfer Date**"). In deviation therefrom, the Tax Transfer Date for the equity interests in corporations listed in Annexes 11.1, 15.2, 30.1 and 34.2 – to the extent they do not form part of the respective Cars & Vans or Trucks & Buses partial establishment for tax purposes (*steuerlicher Teilbetrieb*) – shall be the Consummation Date as defined in Clause 41.1.

- 2.3 The balance sheet pursuant to the German Commercial Code (*Handelsgesetzbuch* – HGB) of Daimler AG as at 31 December 2018, 12.00 p.m. shall be the closing balance sheet pursuant to §§ 125 sent. 1, 17 para. 2 UmwG on which the hive-down is based (hereinafter the "**Closing Balance Sheet**"). The Closing Balance Sheet was audited by KPMG AG Wirtschaftsprüfungsgesellschaft as auditor as part of the annual financial statements which have received an unqualified audit opinion.
- 2.4 Mercedes-Benz AG and Daimler Truck AG, when acquiring the assets and liabilities transferred to them, will maintain the carrying amounts recognized at Daimler AG in the Closing Balance Sheet and, to the extent permitted by law, will continue to use the carrying amounts assumed from Daimler AG in their respective commercial balance sheets. From a tax perspective, Mercedes-Benz AG and Daimler Truck AG, when acquiring the assets and liabilities transferred to them, will maintain the carrying amounts recognized at Daimler AG at the relevant Tax Transfer Dates and, to the extent permitted by law, will continue to use the carrying amounts assumed from Daimler AG in their respective tax balance sheets.
- 2.5 In the event that the hive-down is not registered in the Commercial Register of Daimler AG at the latest until 29 February 2020, in deviation from Clause 2.1 1 January 2020, 0:00 a.m. shall be deemed the Hive-down Effective Date. In this event, a balance sheet of Daimler AG to be prepared as at 31 December 2019, shall be used as the Closing Balance Sheet on which the hive-down is based. In case of a further delay regarding the entry in the commercial register beyond 28 February of the following year, the Hive-down Effective Date and the cut-off date of the Closing Balance Sheet shall in each case be postponed by one year. The same shall apply to the Tax Transfer Date. To the extent that reference is made in this Hive-down Agreement to the Closing Balance Sheet, this Clause 2.5 shall be observed.

II. Cars & Vans Hive-down Assets

3. Object of the hive-down

- 3.1 The Assets to be hived down to Mercedes-Benz AG shall include all tangible and intangible Assets of Daimler AG that are to be allocated to the Cars & Vans Division and, in particular, that are described in more detail in the following Clauses 3.2 to 21 of this Hive-down Agreement, unless they are expressly excluded from the transfer (the "**Cars & Vans Hive-down Assets**").
- 3.2 The hive-down of the Assets of the Cars & Vans Division shall include the transfer of the establishments or partial establishments listed in **Annex 3.2**.
- 3.3 The Cars & Vans Hive-down Assets shall include, in particular, the assets and liabilities recognized in the hive-down balance sheet for the Cars & Vans Division as at 0:00 a.m. on 1 January 2019, developed from the Closing Balance Sheet; in addition, the hive-down balance sheet developed in this way recognizes further assets and liabilities items that have their basis in the agreements concluded between Mercedes-Benz AG and Daimler AG in this Hive-down Agreement in connection with the Cars & Vans Division and that also transfer to Mercedes-Benz AG upon the hive-down taking effect at

the Consummation Date (hereinafter the "**Cars & Vans Hive-down Balance Sheet**" – **Annex 3.3**). Insofar as the extent of use by the Cars & Vans Division or the other divisions or functional departments of Daimler AG is decisive for the allocation of an Asset to the Cars & Vans Hive-down Assets under this Hive-down Agreement, the extent of use on the cut-off date of the Closing Balance Sheet shall be decisive unless this Hive-down Agreement contains any provisions to the contrary. To the extent appropriate for the Asset in question, an appropriate period prior to the cut-off date of the Closing Balance Sheet shall be used to determine the extent of use as at cut-off date of the Closing Balance Sheet. The provisions in Clause 42 shall remain unaffected.

- 3.4 The Cars & Vans Hive-down Assets shall include, in particular, (i) all functionally essential operating bases of the Cars & Vans partial establishment for tax purposes (*steuerlicher Teilbetrieb*) of Daimler AG and the Assets (in particular as shown in the Mercedes-Benz Cars and Mercedes-Benz Vans divisions in the segment reporting of the consolidated financial statements of Daimler AG as at 31 December 2018) that are to be allocated to the Cars & Vans Division according to their economic context, including the goodwill attributable to the Cars & Vans partial establishment for tax purposes, as well as (ii) all functionally essential operating bases of the special tax-related assets (*Sonderbetriebsvermögen*) of Daimler AG in the case of equity interests in partnerships which for tax purposes constitute a tax partnership (*Mitunternehmerschaft*) and pursuant to Clause 11.2 form part of the Cars & Vans Hive-down Assets. This shall also apply if
- (a) the Assets are not expressly specified in Clauses 4 to 21 and the related Annexes,
 - (b) they only became the legal or economic property of Daimler AG after the cut-off date of the Closing Balance Sheet, but before the Consummation Date,
 - (c) it was not recognized in good time, despite extensive efforts to obtain appropriate information to this end, that the Assets in question constitute functionally essential operational bases or assets that can be allocated according to economic contexts, or
 - (d) it was not recognized in good time, despite extensive efforts to obtain appropriate information to this end, that the Assets in question constitute functionally essential operational bases of the special tax-related assets of Daimler AG at equity interests in partnerships that constitute a tax partnership for tax purposes.
- 3.5 The Cars & Vans Hive-down Assets shall further include, in particular, all Assets that are included in the Daimler AG accounting system (hereinafter the "**NACOS Accounting System**") as of 1 January 2019 in the accounting groups and subordinated business areas listed in **Annex 3.5a** (hereinafter in relation to 1 January 2019 the "**Cars & Vans Accounting Groups**"). For the purposes of clarification and delineation, **Annex 3.5b** contains the accounting groups of Daimler AG in which the Assets

are shown that remain with Daimler AG and therefore do not form part of the Cars & Vans Hive-down Assets.

3.6 The following shall not be included in the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG

- (a) the Assets listed below that are not to be allocated to the Cars & Vans partial establishment for tax purposes (*steuerlicher Teilbetrieb*), some of which relate to the Cars & Vans and/or Trucks & Buses Divisions in some respects, but are managed by the Group Treasury function:
 - (i) all deposits with banks, financial institutions and other third parties as well as all bank and account agreements and related agreements (e.g. remittance conditions, fax agreements, etc.), with the exception of the Industrial Accounts Cars & Vans specified in Clause 16.5, as well as their credit balances or overdrafts and with the exception of the credit balance specified in Clause 12.1(d);
 - (ii) all overdraft, loan and surety bond agreements with banks, financial institutions or other third parties, with the exception of EIB Loan Agreements Cars & Vans specified in Clause 16.5(a);
 - (iii) all suretyships, guarantees, letters of comfort and other declarations of liability of Daimler AG in favor of third parties, with the exception of the Financial Services Risk Sharing Agreements Cars & Vans specified in Clause 16.5(g);
 - (iv) all rights and obligations of Daimler AG with regard to suretyships, guarantees and other declarations of liability of banks, financial institutions, insurance companies and other third parties for the benefit of third parties whose issuance has been commissioned by Daimler AG (hereinafter the "**Bank Guarantees**");
 - (v) all suretyships, guarantees and other securities in favor of Daimler AG as collateral for current or future claims that are not transferred to Mercedes-Benz AG;
 - (vi) all bonds (e.g. EMTN program), commercial paper programs and other capital issues (hereinafter the "**Capital Issues**") of Daimler AG as well as all guarantees, suretyships, letters of comfort and other declarations of liability of Daimler AG in favor of third parties for Capital Issues of affiliates;
 - (vii) all derivatives, forward contracts and spot transactions (including the respective framework agreements) used to hedge interest rate, currency and commodity risks entered into between Daimler AG and a third party outside the Group or between Daimler AG and one of its affiliates (hereinafter the "**Derivatives**");

- (viii) all cash pool and cash management agreements concluded between Daimler AG and a third party outside the Group or between Daimler AG and one of its affiliates;
- (ix) all agreements relating to the financing of affiliates of Daimler Group (e.g. IC loans and loans to affiliates) and the financing of Daimler AG by affiliates;
- (b) all control agreements, profit and loss transfer agreements as well as control and profit and loss transfer agreements of Daimler AG with affiliates, and
- (c) Assets that for tax purposes constitute special tax-related assets (*Sonderbetriebsvermögen*) of Daimler AG at partnerships that are not part of the Cars & Vans Hive-down Assets, with the exception of the Equity Interests in Corporations Cars & Vans specified in Annex 11.1.

4. Intellectual property rights

4.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include the intellectual property rights to be allocated exclusively to the Cars & Vans Division as well as applications for the registration of intellectual property rights, in particular registered and non-registered industrial property rights as well as copyrights and related property rights, with the exception of rights to computer programs and comparable works as defined in Clause 6 of this Hive-down Agreement, and rights of use (such as image rights, film rights, music rights, etc.) relating thereto (hereinafter the "**Single-use Marks and IP Rights Cars & Vans**"), in particular

- (a) the marks listed in **Annex 4.1(a)**, in particular word marks, figurative marks and word and figurative marks, in the respective classes of goods and services and, in addition, other non-registered identification rights which have arisen through the reputation or use of the marks, in each case including the associated "goodwill",
- (b) the designs and registered designs listed in **Annex 4.1(b)**, as well as
- (c) the domain names listed in **Annex 4.1(c)** including all existing rights to these domain names.

4.2 Such intellectual property rights do not form part of the Cars & Vans Hive-down Assets and are therefore not transferred to Mercedes-Benz AG that are or could be used simultaneously by several divisions (Cars & Vans, Trucks & Buses, Daimler Financial Services) (hereinafter the "**Multi-use Marks and IP Rights**"), in particular

- (a) the patents, utility models and other technical property rights listed in **Annex 4.2(a)**,

- (b) the marks listed in **Annex 4.2(b)**, in particular word marks, figurative marks and word and figurative marks, in the respective classes of goods and services and, in addition, other non-registered identification rights which have arisen through the reputation or use of the marks, in each case including the associated "goodwill",
- (c) the registered designs listed in **Annex 4.2(c)** as well as non-registered designs, as well as
- (d) the domain names listed in **Annex 4.2.(d)**.

4.3 By way of supplement to this Hive-down Agreement, Daimler AG and Mercedes-Benz AG will enter into the IP Trust and Allocation Agreement enclosed as **Annex 4.3** with regard to a number of the Single-use Marks and IP Rights Cars & Vans assigned by Clause 4.1. Under this IP Trust and Allocation Agreement, Mercedes-Benz AG revocably commissions Daimler AG with the comprehensive fiduciary management of the Single-use Marks and IP Rights Cars & Vans assigned to it. In addition, the IP Trust and Allocation Agreement contains provisions relating to future intellectual property rights generated by, at or for Mercedes-Benz AG. The purpose of these provisions of the IP Trust and Allocation Agreement is to ensure that all industrial property rights eligible for registration, including employee inventions, are allocated – from a formal legal perspective – to Daimler AG throughout Daimler Group, irrespective of their economic ownership. To the extent that inventions are made at Mercedes-Benz AG or otherwise come under its control, e.g. through employee inventions, inventions by contracted service providers and/or subsidiaries, it is intended that Mercedes-Benz AG will assign all rights to these inventions to Daimler AG upon request under the IP Trust and Allocation Agreement.

5. Know-how

5.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include the technical, scientific or other information (including information licensed in or purchased), including information and knowledge relating to unpatented and non-registered inventions (whether patentable or not), discoveries, developments, improvements, trade and business secrets, technologies, aids, methods, processes, practices, formulas, guidelines, instructions, techniques, written ideas, technical improvements, designs, drawings, production and manufacturing processes, organizational rules, devices, specifications, results as well as safety, manufacturing and quality control information, if to be allocated exclusively to the Cars & Vans Division.

5.2 The Cars & Vans Hive-down Assets shall comprise, in particular:

- (a) the information relating to the objects transferred pursuant to Clause 9,
- (b) information to be allocated exclusively to the Cars & Vans Division's research and development activities at Daimler AG, including information and knowledge relating to product-related, component-related or process-related unpatented

and non-registered inventions (whether patentable or not) and developments, and pertinent test and trial results, arrangements and documents,

- (c) all information in connection with the intellectual property rights to be hived down pursuant to Clause 4.1,
- (d) the product know-how to be allocated exclusively to the Cars & Vans Division, including product specifications, component specifications, parts lists, product design topologies, CAD drawings, assembly drawings, production drawings and other drawings, whether two-dimensional or three-dimensional, quality features, quality tests, product instructions and operating manuals,
- (e) the manufacturing and assembly know-how to be allocated exclusively to the Cars & Vans Division, including manufacturing and assembly processes and methods, related instructions, formulae, recipes, compositions of substances, limits, schedules and tolerances, manufacturing and assembly plans, organizational plans and procedures, training and further education plans and documents,
- (f) the supplier and purchasing know-how to be allocated exclusively to the Cars & Vans Division, including information on suppliers, dealers, intermediaries, manufacturers, body manufacturers, their offers, prices, quantities and other contractual conditions, material sources, procurement options, purchasing conditions, logistics and procedures, and
- (g) the sales and marketing know-how, distribution and sales figures, sales and revenue forecasts, price developments, product life cycles, cost and price calculations, market information, sales strategies, sales channels, marketing materials, including photographs, audio-visual media, flyers, brochures, price lists and websites, to be allocated exclusively to the Cars & Vans Division.

6. Software

6.1 The Cars & Vans Division uses the following types of software:

- (a) Production software means all computer programs and comparable works which control production processes or are related to the distribution, development or production of goods and/or services of the Cars & Vans Division or of the Trucks & Buses Division.
- (b) Product software means all computer programs and comparable works of which duplicates are contained in goods and/or services of the Cars & Vans Division or of the Trucks & Buses Division (in each case especially in vehicles).
- (c) Enterprise software means all computer programs and similar works that (i) are used to support certain central functions, such as the higher organizational areas of finance and accounting, payroll and travel expense accounting,

personnel time recording, and purchasing and procurement, and (ii) are regularly used in all business divisions.

- (d) Special software means all computer programs and comparable works that (i) are used for purposes other than those set out in Clauses 6.1(a) to (c) and (ii) are regularly used by more than one division of Daimler AG, such as programs for encrypting or signing electronic documents.

6.2 The Cars & Vans Hive-down Assets shall include all of the rights and agreements specified below which on the cut-off date of the Closing Balance Sheet are used solely by the Cars & Vans Division or which have been procured or concluded for this purpose:

- (a) Rights to production software and product software with regard to which (i) Daimler AG is the owner of all property rights, in particular those directly created or currently being created by employees of Daimler AG (e.g. as defined in § 69b UrhG (*Urhebergesetz* – German Copyright Act)), or with regard to which (ii) exclusive rights of use have been conferred, transferred or otherwise granted or provided to Daimler AG by way of *in rem* copyrights or other contractual rights;
- (b) Rights to production software and product software to which Daimler AG has been conferred, transferred or otherwise granted or provided non-exclusive rights of use, in particular all rights to use the corresponding copies for its own purposes of any kind and related rights on the basis of a non-contractual tolerance of use by the holder of the rights, and
- (c) Agreements, agreement offers and other obligatory and legal relationships in which Daimler AG has been or is to be conferred or otherwise granted or provided rights that entitle Daimler AG with regard to production software or product software, in any manner whatsoever, (i) to reproduce them, (ii) edit, redesign, translate, arrange or otherwise adapt them, (iii) integrate, incorporate or otherwise combine them with its own works or products, or (iv) to sell, rent or otherwise disseminate and/or display or make them available in a non-physical manner to the public or make available to third parties, in the original or the edited, redesigned, translated, arranged or otherwise adapted version, in isolation or together with own works or products, related rights on the basis of a non-contractual tolerance of use by the holder of the rights.

This shall include, in particular, the computer programs and similar works listed in **Annex 6.2**, in each case including the related rights and information regarding further developments, adaptations and settings, in particular through work on customizing and parameterization, which are contractually granted or to which Daimler AG is otherwise entitled.

6.3 The following shall not form part of the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG: (i) all rights to computer programs and comparable works in accordance with Annexes 6.4, 6.7 and 6.8, in particular rights to

enterprise software, to production software and to product software covered by Clause 6.4, and (ii) all related agreements. In this respect, rights shall be granted and usage be facilitated in accordance with the provisions of Clauses 6.4, 6.7 and 6.8.

6.4 Daimler AG shall grant Mercedes-Benz AG non-exclusive rights of use, unlimited in terms of time, place and content, to production software and product software with effect as of the Hive-down Effective Date, and with *in rem* copyright effect, with regard to which

- (a) Daimler AG is the owner of all property rights, in particular such software which was directly created or is currently being created by employees of Daimler AG (e.g. as defined in § 69b UrhG), or
- (b) exclusive rights of use have been conferred, transferred or otherwise granted or provided to Daimler AG by way of *in rem* copyrights or other contractual rights,

in particular with regard to the computer programs and similar works listed in **Annex 6.4**, provided that on the cut-off date of the Closing Balance Sheet these were used within the former Daimler AG also, but not exclusively, by the Cars & Vans Division or were procured or concluded for this purpose to the extent Daimler AG is entitled to such use.

This granting of rights shall include, in particular, (i) any form of reproduction as defined in § 69c no. 1 UrhG, (ii) any kind of translation, editing, arrangement or other modification, including the duplication of the results obtained within the meaning of § 69c no. 2 UrhG, (iii) the right to integrate, incorporate or otherwise combine them with own works or products, (iv) to sell, rent and otherwise disseminate them to third parties as defined in § 69c no. 3 UrhG, in the original or the edited, redesigned, translated, arranged or otherwise adapted version, in isolation or together with own works or products, and (v) display and make them available in a non-physical manner to the public as defined in § 69c no. 4 UrhG.

6.5 Furthermore, Daimler AG irrevocably and indefinitely undertakes, from the Consummation Date,

- (a) subject to the provision in sentence 2, to waive the use and exercise of all rights in the production software and product software as defined in Clause 6.4 for its own purposes, and,
- (b) irrespective of the granting of rights of use of the same content to Daimler Truck AG, to confer, otherwise grant or provide to or tolerate the use by a third party of any rights in the production software and product software as defined in Clause 6.4 only upon instruction from Mercedes-Benz AG or Daimler Truck AG.

This shall not include the production software and/or product software listed in **Annex 6.5**, in respect of which Daimler AG reserves the right to continue to use and ex-

ercise the rights to which it is entitled, (i) to the extent this serves to safeguard the interests of the Daimler Group, such as to establish or maintain general security, to check compliance with the regulations within the Daimler Group or to perform comparable tasks to safeguard and enforce the principles of corporate governance within the Daimler Group, or (ii) to the extent such use is limited exclusively to those elements of this production software or product software which in their own right would be considered computer programs and comparable works as defined in Clause 6.1(c) or 6.1(d).

- 6.6 Daimler AG further hereby authorizes Mercedes-Benz AG to assert and defend in its own name the rights granted to it pursuant to Clause 6.4 in disputes of any kind against third parties, in particular to assert all rights arising from unauthorized use by third parties, and undertakes to grant Mercedes-Benz AG upon request all authorizations and other declarations necessary therefor and to support Mercedes-Benz AG in asserting these rights.
- 6.7 If at the cut-off date of the Closing Balance Sheet other production software, product software or enterprise software that in whole or part are not covered by a provision in Clauses 6.2 or 6.4 were used within the former Daimler AG also, but not exclusively, by the Cars & Vans Division, have been procured for this purpose or corresponding contracts have been concluded for this purpose, in particular the computer programs and similar works listed in **Annex 6.7**, Daimler AG undertakes to enable Mercedes-Benz AG to use these programs or works with effect from the Hive-down Effective Date for as long as and to the extent that Daimler AG is entitled to do so. Should the consent of third parties be required for this in individual cases, Daimler AG shall endeavor to obtain such consent with effect as of the Hive-down Effective Date. To the extent that a third party does not grant the required consent, the Parties shall agree on other suitable measures to enable Mercedes-Benz AG to continue using the computer programs or comparable works concerned with effect from the Hive-down Effective Date.
- 6.8 Daimler AG further undertakes to enable Mercedes-Benz AG, with effect from the Hive-down Effective Date, to use the special software listed in **Annex 6.8**, for as long as and to the extent that Daimler AG is entitled to do so.
- 6.9 The provisions of this Clause 6 shall apply irrespective of Clause 16 and shall take precedence over the provisions of Clause 16 (including the pertinent Annexes).

7. Databases and customer base

- 7.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all contents of technical databases, customer databases and other databases to be allocated to the Cars & Vans Division (hereinafter the "**Cars & Vans Database Contents**"). Databases may also contain exclusive content for other Daimler AG units, divisions or functional departments. It shall therefore be ensured by suitable measures (including access and authorization concepts) that Mercedes-Benz AG only has access to the Cars & Vans Database Contents, even if they are stored together with the database contents of other units, divisions and functional departments, unless otherwise stipulated in the following provisions.

- 7.2 The Cars & Vans Hive-down Assets shall include, in particular, all customer master data resulting from the agreements and legal relationships forming part of the Cars & Vans Hive-down Assets pursuant to Clause 16. With regard to these customer master data, the provisions in Clause 7.1 shall apply accordingly.
- 7.3 The following restrictions shall apply to database contents (including customer master data) that are related to agreements and legal relationships that do not form part of the Cars & Vans Hive-down Assets pursuant to Clause 16.7. Mercedes-Benz AG shall be entitled to access and use such Database Contents (including customer master data) in compliance with data protection and other legal requirements which are connected to agreements or legal relationships for which an internal settlement including Mercedes-Benz AG has been agreed pursuant to Clauses 16.8 or 16.10 and which are at least also to be allocated to the Cars & Vans Division. This shall be ensured by suitable measures (such as access and authorization concepts).
- 7.4 The Parties shall be at liberty to agree, with effect as of the Consummation Date or a later point in time, that access to Database Contents or the customer master data of another Party shall be granted for specific purposes and in compliance with data protection and other legal requirements, provided that these purposes do not conflict with the transfer of the Cars & Vans Division to Mercedes-Benz AG.

8. Other intangible assets

Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all other intangible assets recognized in the Cars & Vans Accounting Groups or otherwise to be exclusively allocated to the Cars & Vans Division.

9. Property, plant and equipment

- 9.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all property, plant and equipment recognized in the Cars & Vans Accounting Groups or otherwise to be allocated to the Cars & Vans Division. This shall include the following items, if to be allocated to the Cars & Vans Division
- (a) technical equipment and machines as well as tools, devices and gauges, also where they are in the possession of third parties,
 - (b) other fixtures, fittings and office equipment,
 - (c) leased objects, in particular vehicles, and
 - (d) rights and legal interests, in particular claims from advance payments made on property, plant and equipment and property, plant and equipment under construction.

This shall include, in particular, property, plant and equipment items to be allocated to the Cars & Vans Division listed in **Annex 9.1** with the account numbers from the NA-COS Accounting System.

- 9.2 The Cars & Vans Hive-down Assets shall further include all low-value assets to be allocated to the Cars & Vans Division. This shall comprise, in particular, the low-value assets regularly used by the functional areas listed in **Annex 3.2** with their respective brief job description that are transferred to Mercedes-Benz AG.

10. Limited personal easements and other land register rights

- 10.1 The Cars & Vans Hive-down Assets shall include all limited personal easements and other land register rights (in particular rights of first refusal *in rem* and ownership priority notices) entered in the land register for the benefit of Daimler AG or one of its legal predecessors and which secure the construction, use or development of items of the Cars & Vans Hive-down Assets or which otherwise relate to items of the Cars & Vans Hive-down Assets (in particular rental and/or lease agreements and rights and claims arising therefrom).
- 10.2 The Cars & Vans Hive-down Assets shall include, in particular, the limited personal easements and other land register rights for the benefit of Daimler AG or one of its legal predecessors as well as the claims for registration of a limited personal easement, a right of first refusal or any other land register right secured by a priority notice which are listed in **Annex 10.2** relating to the real property or buildings listed therein.
- 10.3 To the extent that the limited personal easements and other land register rights covered by Clause 10 are not already transferred to Mercedes-Benz AG by operation of law upon entry of the hive-down in the Commercial Register, Daimler AG undertakes to transfer these limited personal easements and other land register rights to Mercedes-Benz AG. Mercedes-Benz AG undertakes to accept such transfer. Daimler AG and Mercedes-Benz AG shall put each other in such positions in their internal relationship as if all limited personal easements and other land register rights covered by Clause 10 had already been transferred to Mercedes-Benz AG on the Hive-down Effective Date. In particular, Daimler AG shall transfer to Mercedes-Benz AG the exercise of the limited personal easements and other land register rights. To the extent that Daimler AG or a company affiliated with Daimler AG also requires the limited personal easements or other land register rights to secure, establish, use or develop its Assets or has promised them to a third party for exercise, Mercedes-Benz AG shall grant Daimler AG a corresponding right of joint use upon request.

11. Equity interests

- 11.1 The Cars & Vans Hive-down Assets shall include all shares and equity interests held by Daimler AG in the corporations listed in **Annex 11.1** (hereinafter the "**Equity Interests in Corporations Cars & Vans**").
- 11.2 In addition, the Cars & Vans Hive-down Assets shall include all shares and equity interests held by Daimler AG in the partnerships listed in **Annex 11.2** (hereinafter the

"Equity Interests in Partnerships Cars & Vans" and, together with the Equity Interests in Corporations Cars & Vans, the **"Equity Interests Cars & Vans"**). To the extent Equity Interests in Partnerships Cars & Vans are to be regarded as tax partnerships (*Mitunternehmenschaften*) for tax purposes, Assets forming part of the special tax-related assets (*Sonderbetriebsvermögen*) of Daimler AG at the respective tax partnership shall be included in the Cars & Vans Hive-down Assets to the extent they constitute functionally essential operating bases.

- 11.3 Unless expressly provided otherwise in this Hive-down Agreement, the allocation of an equity interest to the Cars & Vans Hive-down Assets shall include all pertaining rights and obligations, including any entitlement to a share in profits and undertakings for the assumption of losses. The same applies accordingly with respect to syndication agreements and other shareholder agreements connected with or relating to such equity interests, and also, in the event that the equity interest is not vested in company law, but is merely an economic interest (e.g. through a trust relationship), with respect to the legal position conferring the economic interest.
- 11.4 The shares and equity interests in the corporations and partnerships specified in **Annex 11.4** (including their respective subsidiaries and equity interests) shall not form part of the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG.

12. Receivables

- 12.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all receivables recognized in the Cars & Vans Accounting Groups or otherwise to be allocated to the Cars & Vans Division. This shall include the following items, if to be allocated to the Cars & Vans Division
- (a) operating trade receivables, including receivables from affiliated companies and from companies in which a participating interest is held,
 - (b) Receivables from tax authorities arising from wage and church taxes on the respective wages and salaries of the Transferred Employees Cars & Vans (as defined in Clause 20.1) and of the Former Employees Cars & Vans (as defined in Clause 20.2),
 - (c) cash in hand and balances on Industrial Accounts Cars & Vans (as defined in Clause 16.5),
 - (d) credit balances booked to the NACOS account 16212000 in accounting group 0110 resulting from the netting of receivables and liabilities prematurely fulfilled in December 2018 which are to be allocated to the Cars & Vans Division and which would have been transferred to Mercedes-Benz AG as part of the hive-down if they had not been fulfilled before the Hive-down Effective Date, and which are used to settle obligations arising from Derivatives transferred pursuant to Clause 16.11,

- (e) letters of credit, bills of exchange, cheques and other payment instruments in favor of Daimler AG, and
- (f) other receivables and other assets.

This shall include, in particular, receivables to be allocated to the Cars & Vans Division listed in **Annex 12.1** with the account numbers from the NACOS Accounting System. The securities granted for an account receivable forming part of the Cars & Vans Hive-down Assets shall also form part of the Cars & Vans Hive-down Assets.

12.2 The following shall not be included in the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG

- (a) all receivables resulting from the agreements excluded from transfer to Mercedes-Benz AG pursuant to Clause 3.6, as well as
- (b) all other tax receivables (i.e. those not falling under Clause 12.1(b)).

13. Inventories and other current assets and prepaid expenses

Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all inventories and other current assets recognized in the Cars & Vans Accounting Groups or otherwise to be allocated to the Cars & Vans Division. This shall include the following items, if to be allocated to the Cars & Vans Division

- (a) inventories, in particular raw materials, consumables and supplies, work in progress, finished goods and merchandise, in each case including all rights and legal positions, in particular claims, from advance payments made and received, and
- (b) legal relationships underlying the prepaid expenses.

This shall include, in particular, inventories and other current assets to be allocated to the Cars & Vans Division listed in **Annex 13** with the account numbers from the NACOS Accounting System, as well as the prepaid expenses booked.

14. Liabilities and obligations, risks and burdens

14.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all liabilities and obligations recognized in the Cars & Vans Accounting Groups or otherwise to be allocated to the Cars & Vans Division, including uncertain liabilities, contingent liabilities and future liabilities of Daimler AG whose legal basis has already been established, irrespective of whether or not these liabilities are eligible for recognition in the balance sheet. This shall include the following items, if to be allocated to the Cars & Vans Division:

- (a) operating trade payables, including those liabilities to affiliated companies or companies in which a participating interest is held,
- (b) liabilities to tax authorities arising from wage and church taxes on the respective wages and salaries of the Transferred Employees Cars & Vans (as defined in Clause 20.1) and of the Former Employees Cars & Vans (as defined in Clause 20.2) as well as liabilities arising from withholding taxes,
- (c) other liabilities, including overdrafts on Industrial Accounts Cars & Vans (as defined in Clause 16.5),
- (d) uncertain liabilities, obligations and burdens underlying the provisions made, including uncertain liabilities and obligations from existing Daimler AG Performance Phantom Share Plans to (i) Transferred Employees Cars & Vans (as defined in Clause 20.1), (ii) Former Employees Cars & Vans (as defined in Clause 20.2), and (iii) the employees and company pensioners specified in **Annex 14.1(d)** with reference to the Group identification numbers who left the company before the Hive-down Effective Date and who were allocated to the Cars & Vans Division at the time of their leaving the company (in this respect, pension liabilities shall be governed by the procedures specified in Clause 15) as well as
- (e) legal relationships underlying the deferred income.

This shall include, in particular, the liabilities and deferred income booked to be allocated to the Cars & Vans Division listed in **Annex 14.1a** with the account numbers from the NACOS Accounting System as well as the uncertain liabilities and obligations to be allocated to the Cars & Vans Division listed in **Annex 14.1b** with the account numbers from the NACOS Accounting System applicable to the relevant provisions as well as other risks and burdens.

14.2 The following shall not be included in the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG

- (a) all liabilities and obligations (including uncertain and future liabilities as well as contingent liabilities) resulting from the agreements excluded from transfer to Mercedes-Benz AG pursuant to Clause 3.6,
- (b) pension obligations to employees who remain with Daimler AG (due to allocation or an objection to the transfer of the employment relationship),
- (c) all other certain and uncertain tax liabilities (i.e. those not falling under Clause 14.1(b)) as well as
- (d) uncertain liabilities and obligations as well as risks and burdens, to the extent that these are based on allegedly incorrect capital market information provided by Daimler AG.

- 14.3 If and to the extent that a transfer of liabilities forming part of the Cars & Vans Hive-down Assets (including uncertain liabilities, regardless of whether or not provisions have been made for them) by way of hive-down is not permitted or not possible, Mercedes-Benz AG, as joint and several debtor, accedes to all obligations of Daimler AG arising from the respective (uncertain) liability and indemnified Daimler AG from such (uncertain) liability in full in their internal relationship, with the consequence that this (uncertain) liability is exclusively included in the balance sheet of Mercedes-Benz AG ("discharging accession to debt").

15. Liabilities from company pensions, partial retirement and long-term accounts, insolvency protection

- 15.1 Notwithstanding the consequences of the hive-down for the employees as described in Clauses 52 et seqq., the Cars & Vans Hive-down Assets shall include all pension obligations existing at Daimler AG (from pension liabilities and future entitlements) vis-à-vis the Transferred Employees Cars & Vans (as defined in Clause 20.1), including such obligations vis-à-vis surviving dependants entitled under the pension obligations and persons entitled to compensation and including those from deferred compensation (Future Capital and Future Capital LFK) (hereinafter the "**Transferred Pension Obligations Cars & Vans**"), as well as all rights relating thereto.

For part of these Transferred Pension Obligations Cars & Vans, Daimler AG has created a security based on the trust agreement between Daimler AG and Daimler Pension Trust e.V. (hereinafter the "**DPT**") dated 23 December 1999, as amended on 20 December 2013, including the amendments made by subsequent accession declarations dated 26 June 2018 (accession to debt Daimler Brand & IP Management GmbH & Co. KG), dated 16 November 2018 (DUK pension obligations) and dated 7 December 2018 (claims pursuant to § 1 para. 1 sent. 3 BetrAVG) (hereinafter the "**Trust Agreement 'old bAV'**" – **Annex 15.1a**), which consists of the trust assets defined in § 2 of the Trust Agreement 'old bAV' (hereinafter the "**Trust Assets 'old bAV'**") held by DPT as security trustee for the secured pension beneficiaries.

For another part of these Transferred Pension Obligations Cars & Vans, Daimler AG has created a security based on the trust agreement between Daimler AG and DPT dated 13 December 2012, including the amendments made by subsequent accession declaration dated 19 December 2013 (hereinafter the "**Trust Agreement 'new bAV'**" – **Annex 15.1b**) which consists of the trust assets defined in § 2 of the Trust Agreement 'new bAV' (hereinafter the "**Trust Assets 'new bAV'**") held by DPT as security trustee for the secured pension beneficiaries.

For a further part of these Transferred Pension Obligations Cars & Vans, Daimler AG has created a security based on the trust agreement between Daimler AG and Allianz Treuhand GmbH (hereinafter the "**ATG**") dated 11 December 2012, as amended on 19 December 2013 (hereinafter the "**Trust Agreement 'Future Capital'**" – **Annex 15.1c**), which consists of the trust assets defined in § 2 of the Trust Agreement 'new bAV' (hereinafter the "**Trust Assets 'Future Capital'**") held by ATG as security trustee for the secured pension beneficiaries.

Daimler AG shall transfer to Mercedes-Benz AG the security created by the Trust Agreement 'old BAV', the Trust Agreement 'new BAV' and the Trust Agreement 'Future Capital' for the Transferred Pension Obligations Cars & Vans secured by these trust agreements (hereinafter in each case the "**Security to be Transferred Cars & Vans**") in accordance with Clauses 15.1 to 15.6.

15.2 For the transfer of the security for the Transferred Pension Obligations Cars & Vans, which are secured by the Trust Agreement 'old bAV', Daimler AG, Mercedes-Benz AG and DPT shall conclude another agreement including Daimler Truck AG (hereinafter the "**Agreement for the Partial Assumption of the Trust Agreement 'old bAV'**") under which Mercedes-Benz AG, subject to the condition precedent of the hive-down taking effect, shall assume the rights and obligations of Daimler AG under the Trust Agreement 'old bAV' with discharging effect, to the extent that these rights and obligations relate to the Transferred Pension Obligations Cars & Vans (the agreement between Mercedes-Benz AG and DPT resulting in this respect from the Agreement for the Partial Assumption of the Trust Agreement 'old bAV' hereinafter also the "**Trust Agreement Mercedes-Benz AG 'old bAV'**").

- (a) In the Agreement for the Partial Assumption of the Trust Agreement 'old bAV', the Parties shall put each other in a position as if the security for the Transferred Pension Obligations Cars & Vans had been transferred with economic effect as from the Hive-down Effective Date.
- (b) With regard to the Trust Assets 'old bAV', the value of the Security to be Transferred Cars & Vans shall be equal to the coverage ratio of the defined benefit obligation under IFRS of the Transferred Pension Obligations Cars & Vans as at the Hive-down Effective Date, provided that the defined benefit obligation of all pension obligations secured by DPT under the Trust Agreement 'old bAV' as at the Hive-down Effective Date is higher than the value of these pension obligations under HGB, otherwise equal to the coverage ratio under HGB.
- (c) The object of the Security to be Transferred Cars & Vans shall be that part of the trust assets with the required value to which the Trust Agreement Mercedes-Benz AG 'old bAV' extends. The Security to be Transferred Cars & Vans must meet the requirements for an equivalent security as defined by § 11 (7) of the Trust Agreement 'old bAV' (hereinafter the "**Equivalent Security**").
- (d) With regard to the Trust Assets 'old bAV', the following assets of the Trust Assets 'old bAV' are to be allocated to the trust assets under the Trust Agreement Mercedes-Benz AG 'old bAV' on the Hive-down Effective Date, to the extent possible and going beyond the requirements for the Equivalent Security:
 - (i) to the extent the assets held in the Trust Assets 'old bAV' are divisible, that portion corresponding in each case to the portion of the obligation value of the Transferred Pension Obligations Cars & Vans as defined in § 5 Trust Agreement 'old bAV' in relation to the total obligation value as defined in § 11 (2) Trust Agreement 'old bAV', unless divisible assets have been allocated exclusively to one of the respective Trust Assets

'old bAV' held by DPT on behalf of Daimler AG, Mercedes-Benz AG or Daimler Truck AG;

- (ii) individual assets to the extent that the assets held in the Trust Assets are not divisible;
- (iii) if the required coverage ratio is not achieved, a fractional settlement in the form of divisible assets or in cash.

With regard to Daimspain S.L., that portion is allocated to the trust assets under the Trust Agreement Mercedes-Benz AG 'old bAV' which, at the Hive-down Effective Date, corresponds to the portion of the obligation value of the Transferred Pension Obligations Cars & Vans as defined in § 5 Trust Agreement 'old bAV' in respect of the total obligation value as defined in § 11 (2) Trust Agreement 'old bAV'. The assets to be allocated in such way to the trust assets under the Trust Agreement Mercedes-Benz AG 'old bAV' are listed in **Annex 15.2**. Any employees who may validly object pursuant to § 613a para. 6 BGB (*Bürgerliches Gesetzbuch* – German Civil Code) cannot yet be taken into account in Annex 15.2. The list in Annex 15.2 shall be updated until the Consummation Date and shall then contain, to the extent possible and going beyond the requirements of the Equivalent Security, the assets of the Trust Assets 'old bAV' which are to be allocated to the trust assets under the Trust Agreement Mercedes-Benz AG 'old bAV' at the Consummation Date and which are required under the Trust Agreement 'old bAV' for securing the Transferred Pension Obligations Cars & Vans. With respect to these assets and any fractional settlement in the form of divisible assets or in cash that is required at the Consummation Date, Daimler AG, Mercedes-Benz AG and DPT shall each put each other in a position as if the securities for the Transferred Pension Obligations Cars & Vans existed from the Hive-down Effective Date.

- (e) Until the Consummation Date, Daimler AG may instruct DPT to divide, replace or restructure in any other suitable form the items of the Trust Assets 'old bAV' for the purpose of, but not limited to, transferring them at the Consummation Date, taking into account not only the Security Cars & Vans to be transferred to Mercedes-Benz AG, but also the Security to be Transferred Trucks & Buses (as defined in Clause 34.1) to Daimler Truck AG and the security remaining with Daimler AG.

15.3 For the transfer of the security for the Transferred Pension Obligations Cars & Vans, which are secured by the Trust Agreement 'new bAV', Daimler AG, Mercedes-Benz AG and DPT shall further conclude another agreement including Daimler Truck AG (hereinafter the "**Agreement for the Partial Assumption of the Trust Agreement 'new bAV'**") under which Mercedes-Benz AG, subject to the condition precedent of the hive-down taking effect, shall assume the rights and obligations of Daimler AG under the Trust Agreement 'new bAV', to the extent that these rights and obligations relate to the Transferred Pension Obligations Cars & Vans (the agreement between Mercedes-Benz AG and DPT resulting in this respect from the Agreement for the Partial Assump-

tion of the Trust Agreement 'new bAV' hereinafter also the "**Trust Agreement Mercedes-Benz AG 'new bAV'**").

- (a) In the Agreement for the Partial Assumption of the Trust Agreement 'new bAV', the Parties shall put each other in a position as if the security for the Transferred Pension Obligations Cars & Vans had been transferred with economic effect as from the Hive-down Effective Date.
- (b) With regard to the Trust Assets 'new bAV', the value of the Security to be Transferred Cars & Vans shall be equal to the coverage ratio of the defined benefit obligation under IFRS of the Transferred Pension Obligations Cars & Vans as at the Hive-down Effective Date, provided that the defined benefit obligation of all pension obligations secured by DPT under the Trust Agreement 'new bAV' as at the Hive-down Effective Date is higher than the value of the pension obligations under HGB, otherwise equal to the coverage ratio under HGB. Going beyond the requirements for an Equivalent Security, the value of the Security to be Transferred Cars & Vans shall be increased in respect of the Trust Assets 'new bAV' by the value at the Hive-down Effective Date of those divisible assets which are not allocated to individual pension accounts (in particular, cash and deposits serving operational management, e.g. for making corrections to pension accounts), namely by the amount of the value at the Hive-down Effective Date of that part of the divisible assets corresponding in each case to the portion of the obligation value of the Transferred Pension Obligations Cars & Vans as defined in § 5 Trust Agreement 'new bAV' in relation to the total obligation value as defined in § 11 (2) Trust Agreement 'new bAV'.
- (c) The object of the Security to be Transferred Cars & Vans shall be that part of the trust assets with the required value to which the Trust Agreement Mercedes-Benz AG 'new bAV' extends. The Security to be Transferred Cars & Vans must meet the requirements for an equivalent security as defined by § 11 (7) of the Trust Agreement 'new bAV' (also referred to as "**Equivalent Security**").
- (d) With regard to the Trust Assets 'new bAV', the pension assets allocated to the individual pension accounts of the Transferred Pension Obligations Cars & Vans are intended to be allocated to the trust assets under the Trust Agreement Mercedes-Benz AG 'new bAV' on the Hive-down Effective Date, going beyond the requirements for an Equivalent Security. To the extent the Trust Assets 'new bAV' include divisible assets that are not allocated to individual pension accounts (in particular, cash and deposits that serve operational management, e.g. for making corrections to pension accounts), the portion corresponding in each case to the portion of the obligation value of the Transferred Pension Obligations Cars & Vans as defined in § 5 Trust Agreement 'new bAV' in relation to the total obligation value as defined in § 11 (2) Trust Agreement 'new bAV' shall be allocated to the trust assets under the Trust Agreement Mercedes-Benz AG 'new bAV'.

The assets to be allocated in such way to the trust assets under the Trust Agreement Mercedes-Benz AG 'new bAV' are listed in **Annex 15.3**. Any employees who may validly object pursuant to § 613a para. 6 BGB cannot yet be taken into account in Annex 15.3. The list in Annex 15.3 shall be updated until the Consummation Date and shall then contain, going beyond the requirements of the Equivalent Security, the assets of the Trust Assets 'new bAV' which are to be allocated to the trust assets under the Trust Agreement Mercedes-Benz AG 'new bAV' at the Consummation Date and which are required under the Trust Agreement 'new bAV' for securing the Transferred Pension Obligations Cars & Vans.

- (e) Until the Consummation Date, Daimler AG may instruct DPT to divide, replace or restructure in any other suitable form the items of the Trust Assets 'new bAV' for the purpose of, but not limited to, transferring them at the Consummation Date, taking into account not only the Security Cars & Vans to be transferred to Mercedes-Benz AG, but also the Security to be Transferred Trucks & Buses (as defined in Clause 34.1) to Daimler Truck AG and the security remaining with Daimler AG.

15.4 For the transfer of the security for the Transferred Pension Obligations Cars & Vans created by means of the Trust Agreement 'Future Capital', which are secured by the Trust Agreement 'Future Capital', Mercedes-Benz AG shall conclude a new trust agreement with ATG until the Consummation Date in accordance with the Trust Agreement 'Future Capital' and for the creation of an equivalent security as defined in the Trust Agreement 'Future Capital' (hereinafter the "**Trust Agreement Mercedes-Benz AG 'Future Capital'**") and shall instruct ATG in writing to allocate – in accordance with § 12 (1) of the Trust Agreement 'Future Capital' – that portion of the Trust Assets 'Future Capital' to the Trust Agreement Mercedes-Benz AG 'Future Capital' as of the Consummation Date which secures the Transferred Pension Obligations Cars & Vans. Daimler AG and Mercedes-Benz AG agree that in this respect they shall put each other in such positions as if the security had been transferred with economic effect as of the Hive-down Effective Date. The portion of the Trust Assets 'Future Capital' that secures the Transferred Pension Obligations Cars & Vans is shown in **Annex 15.4** as of the Hive-down Effective Date. Any employees who may validly object pursuant to § 613a para. 6 BGB cannot be taken into account in Annex 15.4. The list in Annex 15.4 shall be updated until the Consummation Date and shall then contain, to the extent possible and going beyond the requirements of an Equivalent Security, the assets of the Trust Assets 'Future Capital' which are to be allocated to the trust assets under the Trust Agreement Mercedes-Benz AG 'Future Capital' at the Consummation Date and which are required under the Trust Agreement 'Future Capital' for securing the Transferred Pension Obligations Cars & Vans.

15.5 The Cars & Vans Hive-down Assets shall also include all pension obligations existing at Daimler AG (from pension liabilities and future entitlements) vis-à-vis the Employees Cars & Vans and New Employees Cars & Vans (as defined in Clause 20.1) whose employment relationships have ended or will end in the period between the Hive-down Effective Date and the Consummation Date and which were allocated to the Cars & Vans Division at the time of their leaving the company (Former Employees Cars & Vans as

defined in Clause 20.2), including such obligations vis-à-vis surviving dependants entitled under the pension obligations and persons entitled to compensation and including those from deferred compensation (Future Capital and Future Capital LFK) (also referred to as "**Transferred Pension Obligations Cars & Vans**"), as well as all rights relating thereto. With regard to the transfer to Mercedes-Benz AG of the security existing in this respect, which has been created for these Transferred Pension Obligations Cars & Vans on the basis of the Trust Agreement 'old bAV', the Trust Agreement 'new bAV' and the Trust Agreement 'Future Capital', Clauses 15.2 to 15.4 above shall apply.

15.6 The Cars & Vans Hive-down Assets shall further include all pension obligations existing at Daimler AG vis-à-vis company pensioners who already left the company before the Hive-down Effective Date and vested pension expectants who left the company before the Hive-down Effective Date (including such rights and obligations vis-à-vis surviving dependants entitled under the pension obligations and persons entitled to compensation, including those from deferred compensation (Future Capital and Future Capital LFK) and including those from deferred claims, e.g. Pursuant to § 1 para. 1 sent. 3 BetrAVG) who were allocated to the Cars & Vans Division at the time of their leaving the company (also referred to as "**Transferred Pension Obligations Cars & Vans**") as well as any rights related thereto, namely with regard to the company pensioners who already left the company before the Hive-down Effective Date in the following cases:

- (a) where the pension obligations vis-à-vis the beneficiary company pensioners have not been transferred to Daimler Pensionsfonds AG, i.e. to the extent that Daimler Pensionsfonds AG has not undertaken to implement benefit commitments pursuant to § 1 para. 1 sent. 1 or para. 2 no. 1 BetrAVG that were granted by Daimler AG as direct commitments;
- (b) if the pension obligations vis-à-vis the beneficiary company pensioners have been transferred to Daimler Pensionsfonds AG by agreement dated 7 December 2018 (hereinafter the "**Pension Fund Agreement**") (assumption of the implementation of benefit commitments pursuant to § 1 para. 1 sent. 1 or para. 2 no. 1 BetrAVG which were granted by Daimler AG as direct commitments), to the extent, if any, that (deferred) claims of the beneficiary company pensioners exist against Daimler AG (e.g. under § 1 para. 1 sent. 3 BetrAVG).

These company pensioners, vested pension expectants who have left the company and other beneficiaries are listed in **Annexes 15.6a** and **15.6b**, with a reference to the pension numbers or other identification numbers; the lists shall be updated until the Consummation Date. With regard to the transfer to Mercedes-Benz AG of the security existing in respect of these Transferred Pension Obligations Cars & Vans, which has been created for these Transferred Pension Obligations Cars & Vans on the basis of the Trust Agreement 'old bAV', the Trust Agreement 'new bAV' and the Trust Agreement 'Future Capital', the Clauses 15.2 to 15.4 above shall apply.

15.7 To the extent that Daimler Pensionsfonds AG asserts claims against Daimler AG in respect of pension obligations to be performed by Daimler Pensionsfonds AG pursuant to Clause 2.1 of the Pension Fund Agreement, Mercedes-Benz AG shall be obliged to

indemnify Daimler AG in respect of such claim to the extent that the claim relates to company pensioners who left the company before the Hive-down Effective Date (including surviving dependants entitled under the pension obligations and persons entitled to compensation) and who were allocated to the Cars & Vans Division at the time of the transfer of their pension obligations to Daimler Pensionsfonds AG pursuant to Clause 15.6(b). This claim shall be deemed to have been satisfied to the extent that, in order to fulfil the obligation to make subsequent contributions, amounts from the trust assets administered under the Trust Agreement Mercedes-Benz AG 'old bAV' are made available in accordance with the following paragraph.

To the extent that Daimler Pensionsfonds AG asserts claims against Daimler AG because of the assumption of the implementation of benefit commitments in accordance with the Pension Fund Agreement and Daimler AG is entitled in this respect to an indemnification claim against Mercedes-Benz AG pursuant to the preceding paragraph, Daimler AG may require Mercedes-Benz AG to demand from DPT to provide the amount required to meet the subsequent funding obligation from the trust assets which are administered under the Trust Agreement Mercedes-Benz AG 'old bAV', in the amount resulting from the ratio of the benefit commitments vis-à-vis retired employees of the Cars & Vans Division assumed by Daimler Pensionsfonds AG to the total benefit obligations assumed by Daimler Pensionsfonds AG as at the cut-off date of the Closing Balance Sheet. Daimler AG and Mercedes-Benz AG undertake to enter into an agreement to this effect in the Agreement for the Partial Assumption of the Trust Agreement 'old bAV'; if this agreement is not concluded because DPT does not agree to it, Mercedes-Benz AG shall be obliged to put Daimler AG in a position as if the agreement had been concluded.

If there is a surplus cover at Daimler Pensionsfonds AG which allows for a (re)transfer of assets by Daimler Pensionsfonds AG pursuant to § 3b (1) Trust Agreement 'old bAV', Daimler AG shall be obliged to ensure that Daimler Pensionsfonds AG transfers the assets to be released directly to DPT for the account of Mercedes-Benz AG and for the purpose of financing the pension obligations secured under the Trust Agreement Mercedes-Benz AG 'old bAV' in the amount of the portion paid by Mercedes-Benz AG to Daimler Pensionsfonds AG in relation to all amounts paid by Mercedes-Benz AG, Daimler Truck AG and Daimler AG to Daimler Pensionsfonds AG as a subsequent contribution; § 3b (1) Trust Agreement 'old bAV' shall apply accordingly.

If there is a surplus cover at Daimler Pensionsfonds AG which allows for a (re)transfer of assets by Daimler Pensionsfonds AG to Daimler AG which exceeds the retransfer obligation stipulated in the preceding paragraph, Daimler AG shall be obliged to ensure that Daimler Pensionsfonds AG transfers a portion of the assets to be released directly to DPT for the account of Mercedes-Benz AG and for the purpose of financing the pension obligations secured under the Trust Agreement Mercedes-Benz AG 'old bAV'; this portion shall be calculated based on the relation of the obligation value of the pension obligations transferred to Daimler Pensionsfonds AG, which were allocated to the Cars & Vans Division, to the obligation value of all pension obligations transferred to Daimler Pensionsfonds AG as at the cut-off date of the Closing Balance Sheet.

- 15.8 Irrespective of the consequences described in Clauses 52 et seqq. of the hive-down for the employees, the Cars & Vans Hive-down Assets shall further include all obligations of Daimler AG under partial retirement and long-term accounts vis-à-vis the Transferred Employees Cars & Vans (as defined in Clause 20.1) as well as any rights relating thereto. Daimler AG fulfils its statutory obligations regarding protection against insolvency pursuant to § 8a AltTZG (*Altersteilzeitgesetz* – German Partial Retirement Act) and § 7e SGB IV (*Sozialgesetzbuch, Band 4* – German Social Code, Vol. 4) by assigning fleet and demonstration vehicles to DPT as security on the basis of a trust agreement between Daimler AG and DPT dated 1 July 2004, in the version applicable at the time of conclusion of this Hive-down Agreement of 15 November 2011 (hereinafter – in the respective applicable version and including any amendments Daimler AG and DPT may agree until the Consummation Date – the **"Time Accounts CTA Trust Agreement"**). The Time Accounts CTA Trust Agreement also provides insolvency protection for obligations of EvoBus GmbH, Mercedes-Benz Ludwigsfelde GmbH and Daimler Brand & IP Management GmbH & Co. KG vis-à-vis their employees arising from partial retirement accounts and long-term accounts; in this context, Daimler AG has entered into an agency agreement in each case with EvoBus GmbH and Mercedes-Benz Ludwigsfelde GmbH on 1 July 2004 and with Daimler Brand & IP Management GmbH & Co. KG on 26 June 2018 and into a supplementary agreement to the agency agreements of 1 July 2004 with EvoBus GmbH and Mercedes-Benz Ludwigsfelde GmbH on 10 December 2018 (hereinafter together with the related supplementary agreement the **"Time Account Agency Agreements"**). The Time Account CTA Trust Agreement and the Time Account Agency Agreements shall form part of the Cars & Vans Hive-down Assets.
- 15.9 Mercedes-Benz AG and Daimler AG will enter into a further agency agreement, which will regulate the obligations of Mercedes-Benz AG as the new trustor with regard to the obligations to employees of Daimler AG arising from partial retirement accounts and long-term accounts from the hive-down taking effect. In addition, Mercedes-Benz AG and Daimler Truck AG will enter into another agency agreement in good time before 1 January 2022, which will regulate the obligations of Mercedes-Benz AG as the new trustor with respect to the obligations to employees of Daimler Truck AG arising from partial retirement accounts and long-term accounts from 1 January 2022. Mercedes-Benz AG and Daimler Truck AG hereby agree the following for the period from the Consummation Date until 31 December 2021: Daimler Truck AG hereby commissions Mercedes-Benz AG until 31 December 2021 to protect the claims of the employees of Daimler Truck AG pursuant to § 8a AltTZG, including the employer's portion of the total social insurance contribution attributable thereto, and the claims of the employees of Daimler Truck AG from working time accounts, including the employer's portion of the total social insurance contribution attributable thereto, against the risk of insolvency of Daimler Truck AG on the basis of the Time Accounts CTA Trust Agreement. Mercedes-Benz AG accepts the commission. Mercedes-Benz AG shall receive a remuneration for the performance of this commission. Such remuneration shall amount to 0.3% of the protection volume as of 30 June and 0.3% of the protection volume as of 31 December and shall be due for payment on the 25th day of the month following the issuing of the invoice. For the year 2019, the *pro rata* remuneration for the period from the Consummation Date to 31 December 2019 shall be a one-time amount of 0.3% of the protection volume as of 31 December 2019. Mercedes-Benz AG

and Daimler Truck AG shall be entitled to mutually change the agreed remuneration of 0.3% of the security volume, to the extent they consider such an adjustment necessary or expedient in order to agree on an arm's length remuneration. At the request of Mercedes-Benz AG, Daimler Truck AG shall provide the information required to calculate the value credit to be protected. Daimler Truck AG and Mercedes-Benz AG may terminate this commission, which shall expire on 31 December 2021, before 31 December 2021 at any time with six months' notice to the end of the month. This shall not affect the right to terminate the agreement for good cause. At the end of the commission, the rights and obligations of the Parties under this commission shall end.

16. Agreements and other legal relationships

- 16.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all agreements, offers of agreements and other obligatory and legal relationships to be allocated to the Cars & Vans Division, including the pertaining rights and obligations. This shall also include legal relationships which are conditional, limited in time, not yet fully effective or have already been fulfilled, as well as those which supplement, change, extend, terminate or replace a legal relationship forming part of the Cars & Vans Hive-down Assets. This shall further cover all ancillary agreements made or to be made prior to or in connection with the conclusion of the agreement in question, or agreements of any kind whatsoever made or to be made in connection with the performance of the agreements in question. To the extent that agreements that relate not only to the Cars & Vans Division, but also to the Trucks & Buses Division, are not already allocated otherwise in this Hive-down Agreement to the Cars & Vans Hive-down Assets or to the Trucks & Buses Hive-down Assets or are expressly excluded from the transfer pursuant to Clause 16.7, they shall be included in the Cars & Vans Hive-down Assets if they are to be allocated to the Cars & Vans Division according to the focus of their use. The transfer of the employment relationships and employee-related Assets shall be governed by Clause 20.
- 16.2 The Cars & Vans Hive-down Assets shall include, among other items, the following agreements to be allocated to the Cars & Vans Division:
- (a) purchase and procurement agreements,
 - (b) distribution agreements,
 - (c) service agreements and agreements for work with third parties that are not companies of the Daimler Group,
 - (d) license agreements or other agreements concerning the granting of rights of use to third parties or by third parties,
 - (e) rental and lease agreements for real property and/or buildings,
 - (f) cooperation and partnership agreements,

- (g) agreements with temporary employment agencies and other employee-related agreements with third parties,
- (h) certifications under private law (unless included in other categories), and
- (i) agreements governing relationships for the intra-group provision of goods and services and similar agreements with companies of Daimler Group.

This shall include, in particular, the agreements allocated to the Cars & Vans Division in Daimler AG's central agreement database, the Daimler Contract Repository (hereinafter the "**DCR**"), and listed in **Annex 16.2** with the agreement number assigned to them in the DCR. To the extent agreements are listed in Annex 16.2 that do not exclusively relate to the Cars & Vans Division, the provisions in Clause 16.8(a) shall apply accordingly.

16.3 In particular, the Cars & Vans Hive-down Assets shall also include the agreements and other legal relationships listed in **Annex 16.3** with the agreement number assigned to them in the DCR, which, in addition to other divisions, in any case also concern the Cars & Vans Division.

16.4 The Cars & Vans Hive-down Assets shall further include the agreements and other legal relationships of the following categories to be allocated to the Cars & Vans Division exclusively or according to the focus of their use:

- (a) agreements for the sale of new, demonstration or used vehicles sold under the brands specified in lit. E of the Preamble to this Hive-down Agreement to end customers (including employees of Daimler AG or its affiliated companies);
- (b) agreements with Daimler Financial Services AG or its affiliated companies relating to leasing and service agreements concluded by them for new or used vehicles sold under the brands specified in lit. E of the Preamble to this Hive-down Agreement;
- (c) repurchase agreements for vehicles in connection with a "Plus3 financing", the expiry of an external lease or a free purchase;
- (d) vouchers for services, accessories, products and other services of Daimler AG and its affiliated companies;
- (e) agreements for the granting of volume-based discounts or other direct or indirect price reductions on the purchase of certain services, accessories or products of Daimler AG or its affiliated companies;
- (f) applications by partners of Daimler AG for the granting of special conditions, in particular special discounts, which are submitted and decided on via the "Special Business Tool", and

- (g) agreements and other declarations by Daimler AG with regard to the allocation, deletion or modification of customer discount codes (CDC) in connection with the conclusion of customer-specific discount agreements.

To the extent the agreements or other legal relationships of these categories do not exclusively concern the Cars & Vans Division and are to be allocated to this Division according to the focus of their use, the provisions in Clause 16.8(a) shall apply accordingly.

16.5 The Cars & Vans Hive-down Assets shall further include the following agreements and other legal relationships to be allocated to the Cars & Vans Division that are managed by the Treasury Group function (hereinafter the **"Treasury Agreements Cars & Vans"**):

- (a) loan agreements between Daimler AG and the European Investment Bank relating to the Cars & Vans Division (the **"EIB Loan Agreements Cars & Vans"**);
- (b) forfaiting, factoring and reverse factoring agreements (e.g. supply chain finance) for receivables from supply or performance agreements or liabilities from purchase agreements of the Cars & Vans Division and related agreements with banks, financial institutions and other third parties;
- (c) suretyships, guarantees and other securities in favor of Daimler AG as collateral for current or future claims of the Cars & Vans Division that are transferred to Mercedes-Benz AG;
- (d) insurance cover for trade credit insurance and government export credit insurance (e.g. Euler Hermes) for current or future claims of the Cars & Vans Division transferred to Mercedes-Benz AG and all agreements and declarations by Daimler AG relating thereto;
- (e) agreements and declarations made by Daimler AG to government export credit insurers and financing banks within the framework of financial credit cover in connection with supply or performance agreements of the Cars & Vans Division, if the respective supply or performance agreements are transferred from Daimler AG to Mercedes-Benz AG;
- (f) investment guarantees of the Federal Republic of Germany in favor of Daimler AG for Equity Interests Cars & Vans;
- (g) suretyships, guarantees and other liability declarations of Daimler AG in favor of a Daimler Financial Services company to secure liabilities of third parties in connection with supply or performance agreements of the Cars & Vans Division (the **"Financial Services Risk Sharing Agreements Cars & Vans"**), and
- (h) extensions of payment periods and deferral agreements with regard to trade receivables in accordance with Clause 12.1(a).

This shall include, in particular, the Treasury Agreements Cars & Vans to be allocated to the Cars & Vans Division listed in **Annex 16.5a** in a structure according to the specified categories. In addition, the Cars & Vans Hive-down Assets shall also include all rights and obligations from the bank and account agreements with regard to the accounts listed in **Annex 16.5b** (the "**Industrial Accounts Cars & Vans**").

- 16.6 The Cars & Vans Hive-down Assets shall further include all legal positions arising from procurements subject to public tender regulations to be allocated to the Cars & Vans Division.
- 16.7 The following shall not be included in the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG:
- (a) agreements and other legal relationships, rights or obligations which, in addition to the Cars & Vans Division, also relate to business activities remaining with Daimler AG (including Daimler Financial Services) or which, for other reasons, are to continue to be administered by Daimler AG, in particular those agreements allocated to Daimler AG in the DCR and listed in **Annex 16.7(a)** with the agreement number assigned to them, also including such agreements that are not transferred to Mercedes-Benz AG due to transfer restrictions,
 - (b) claims for damages under antitrust law against suppliers and agreements concluded in connection therewith (e.g. waiver of limitation or settlement agreements), including the further rights arising from these agreements,
 - (c) the Trust Agreement 'old bAV' and the Trust Agreement 'new bAV' between Daimler AG and Daimler Pension Trust e.V. (as defined in Clause 15.1) as well as the Trust Agreement 'Future Capital' between Daimler AG and Allianz Treuhand GmbH (as defined in Clause 15.1),
 - (d) all D&O insurance agreements of Daimler AG with the contract numbers Y551511580, Y551513898, Y551513638, Y551514954, Y551515137 for the benefit of its members of corporate bodies and executive employees as well as for the benefit of the members of corporate bodies and executive employees of companies affiliated with Daimler AG, including the Equity Interests Cars & Vans forming part of the Cars & Vans Hive-down Assets, as well as the corporate protection agreement with the insurance policy number HV.KRG.8000666,
 - (e) all memberships and other legal positions and duties of Daimler AG towards associations, groups and organizations, as well as
 - (f) all framework agreements as well as engagements and advisory relationships with attorneys.
- 16.8 With regard to the following agreements and other legal relationships which are not to be allocated exclusively to the Cars & Vans Division, the Parties make the further provisions set out below:

- (a) With regard to the agreements forming part of the Cars & Vans Hive-down Assets pursuant to Clauses 16.1 sent. 4 and 16.3, which are not rental or lease agreements, Mercedes-Benz AG and Daimler Truck AG shall consult each other as to whether the respective contractual partner is to be requested to amend these agreements or to conclude new agreements in such a way that in the future Mercedes-Benz AG and Daimler Truck AG are both entitled and obliged under the relevant agreement or each solely under its own agreement. Until the time of any change of the agreement, the rights and obligations arising from the agreements transferred pursuant to Clauses 16.1 sent. 4 and 16.3 shall, to the extent legally permissible, be exercised externally by Mercedes-Benz AG. Mercedes-Benz AG and Daimler Truck AG shall put each other in such positions internally that with effect as of the Hive-down Effective Date the rights and obligations arising from these agreements shall be allocated to Daimler Truck AG proportionally to the extent they are to be allocated to the Trucks & Buses Division, unless the circumstances indicate otherwise. The provisions of this Clause 16.8(a) shall apply to all rights and obligations (i.e. both primary and secondary rights and obligations) arising out of or in connection with the agreement in question, including all opportunities and risks arising from related litigation or other proceedings.
 - (b) With regard to the agreements not forming part of the Cars & Vans Hive-down Assets pursuant to Clause 16.7(a), which are not rental or lease agreements, Daimler AG and Mercedes-Benz AG shall consult each other as to whether to request the respective contractual partner to amend these agreements not transferred or to conclude new agreements in such a way that in the future Daimler AG and Mercedes-Benz AG are both entitled and obliged under the relevant agreement or each solely under its own agreement. Until the time of any change of the agreement, the rights and obligations arising from the agreements remaining with Daimler AG shall continue to be exercised by Daimler AG in the external relationship. Daimler AG and Mercedes-Benz AG shall put each other in such positions internally that with effect as of the Hive-down Effective Date the rights and obligations arising from these agreements shall be allocated to Mercedes-Benz AG proportionally to the extent they are to be allocated to the Cars & Vans Division, unless the circumstances indicate otherwise. The provisions of this Clause 16.8(b) shall apply to all rights and obligations (i.e. both primary and secondary rights and obligations) arising out of or in connection with the agreement in question, including all opportunities and risks arising from related litigation or other proceedings.
- 16.9 With regard to the claims and other rights not forming part of the Cars & Vans Hive-down Assets pursuant to Clause 16.7(b), the parties shall put each other in such positions internally as if these claims and rights had been transferred – to the extent that they are to be allocated to the Cars & Vans Division – to Mercedes-Benz AG with economic effect from the Hive-down Effective Date and Daimler AG shall act on behalf of Mercedes-Benz AG. Accordingly, Mercedes-Benz AG alone is entitled to all proceeds generated in connection with these claims and other rights to be allocated to the Cars & Vans Division, and Daimler AG shall hold, manage and exploit these claims and other rights in its own name in relation to third parties, but exclusively on behalf of

Mercedes-Benz AG. Mercedes-Benz AG may terminate this arrangement in writing at any time without notice. This shall not affect Daimler AG's right to issue instructions under the control and profit and loss transfer agreement concluded between Daimler AG and Mercedes-Benz AG.

16.10 With regard to the rental and lease agreements transferred or not transferred to Mercedes-Benz AG under this Hive-down Agreement, the provisions set out below shall apply:

- (a) With regard to the rental and/or lease agreements forming part of the Cars & Vans Hive-down Assets pursuant to Clause 16.3, (i) Mercedes-Benz AG and Daimler AG shall enter into the sub-lease agreements enclosed in **Annex 16.10(a)/1**, and (ii) Mercedes-Benz AG and Daimler Truck AG shall enter into the sub-lease agreements enclosed in **Annex 16.10(a)/2**.
- (b) With regard to the rental and/or lease agreements not included in the Cars & Vans Hive-down Assets pursuant to Clause 16.7(a), Daimler AG and Mercedes-Benz AG shall enter into the sub-lease agreements enclosed in **Annex 16.10(b)**.
- (c) The Parties shall not be prevented by the sub-lease agreements referred to in the preceding lit. (a) and (b) to change or terminate the respective agreements and to regulate their relations by other agreements in the future.

16.11 With regard to Derivatives which pursuant to Clause 3.6(a)(vii) do not form part of the Cars & Vans Hive-down Assets, Daimler AG and Mercedes-Benz AG agree that the Derivatives listed in **Annex 16.11** and the respective rights and obligations shall be transferred to Mercedes-Benz AG economically, but not with legal effect, in accordance with the distribution key laid down in Annex 16.11. Mercedes-Benz AG and Daimler AG shall put each other in such positions in their internal relationship as if all rights and obligations arising from the Derivatives listed in Annex 16.11 had already been transferred to Mercedes-Benz AG in accordance with the specified distribution key with effect as of the Hive-down Effective Date at the applicable fair value as at that date, which according to the Parties' intent shall be equal to the acquisition costs. With regard to the rights and obligations arising from Bank Guarantees which pursuant to Clause 3.6(a)(iv) are not part of the Cars & Vans Hive-down Assets, but relate to agreements or obligations of Daimler AG that are transferred to Mercedes-Benz AG, Daimler AG and Mercedes-Benz AG agree that the respective rights and obligations, to the extent they relate to the Cars & Vans Division, shall be transferred to Mercedes-Benz AG in conjunction with these Bank Guarantees economically, but not with legal effect. In this respect, too, Mercedes-Benz AG and Daimler AG shall put each other in such positions in their internal relationship as if all rights and obligations of Daimler AG in relation to the aforementioned Bank Guarantees had been transferred to Mercedes-Benz AG with effect as of the Hive-down Effective Date. Clause 42.1 shall apply accordingly.

16.12 To the extent receivables and (certain as well as uncertain) liabilities from agreements and other legal relationships are recognized in the Cars & Vans Accounting Groups, in

the event of a deviation the allocation of these receivables and (certain as well as uncertain) liabilities to the Cars & Vans Hive-down Assets made in this way shall take precedence over the allocation of the underlying contractual or other legal relationships in the following manner:

- (a) Receivables and (certain as well as uncertain) liabilities recognized in the Cars & Vans Accounting Groups and to be allocated to the Cars & Vans Division shall form part of the Cars & Vans Hive-down Assets even if the underlying contractual or other legal relationship does not form part of the Cars & Vans Hive-down Assets;
- (b) Receivables and (certain as well as uncertain) liabilities not recognized in the Cars & Vans Accounting Groups that are not be allocated to the Cars & Vans Division do not form part of the Cars & Vans Hive-down Assets even if the underlying contractual or other legal relationship forms part of the Cars & Vans Hive-down Assets.

To the extent a receivable forms part of the Cars & Vans Hive-down Assets pursuant to Clause 12.1, but the underlying contractual relationship is not transferred, and conversely to the extent a receivable is not transferred, but the underlying contractual relationship forms part of the Cars & Vans Hive-down Assets pursuant to Clauses 16.1 to 16.6, the contracting party to whom the contractual relationship is allocated shall not change it or exercise rights under it in a manner that impairs the receivable allocated to the other contracting party.

17. Public law authorizations

- 17.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all rights and obligations of Daimler AG to be allocated to the Cars & Vans Division arising from public law authorizations, in particular from approvals, permits, grantings, admissions, exemptions, certificates, concessions, allocations, notifications and similar authorizations as well as public law agreements and other public law orders, decrees, decisions, confirmations and other sovereign measures of any kind whatsoever. This shall also include public law authorizations which are conditional, limited in time or not yet fully effective, as well as those which supplement, change, extend, terminate or replace an authorization forming part of the Cars & Vans Hive-down Assets.
- 17.2 The Cars & Vans Hive-down Assets shall include, among other items, all rights and obligations of Daimler AG to be allocated to the Cars & Vans Division arising from
 - (a) any and all public law authorizations for the plants subject to approval transferred to Mercedes-Benz AG under this Hive-down Agreement, including building permits, approvals under the Federal Immission Control Act (*Bundes-Immissionsschutzgesetz*) and plant-related approvals under water law,

- (b) any and all domestic and foreign public-law authorizations with respect to products of Daimler AG and other property, plant and equipment as defined in Clause 9.1 transferred to Mercedes-Benz AG under this Hive-down Agreement,
- (c) national and foreign type approvals and all other official approvals and certifications of vehicles, systems, components, component groups and manufactured products,
- (d) declarations and notifications vis-à-vis the competent authorities relating to plants, machinery, items of plant and office equipment, products or components thereof and other property, plant and equipment as defined in Clause 9.1, and
- (e) public-law agreements with respect to the property, plant and equipment as defined in Clause 9.1 transferred to Mercedes-Benz AG under this Hive-down Agreement.

This shall include, in particular, the public-law authorizations that are allocated to the Cars & Vans Division in the DCR and listed in **Annex 17.2** with the DCR ID assigned to them in the DCR. To the extent public-law authorizations are listed in Annex 17.2 that do not exclusively relate to the Cars & Vans Division, the provisions in Clause 17.5 shall apply accordingly.

- 17.3 To the extent that public-law authorizations as defined in Clause 17.1 which are not already allocated elsewhere in this Hive-down Agreement to the Cars & Vans Hive-down Assets or to the Trucks & Buses Hive-down Assets, or which are expressly excluded from the transfer pursuant to Clause 17.7, relate not only to the Cars & Vans Division, but also to the Trucks & Buses Division or to the business activities remaining with Daimler AG, they shall form part of the Cars & Vans Hive-down Assets if they are to be allocated primarily to the Cars & Vans Division. To the extent the public-law authorizations do not primarily serve the Cars & Vans Division, they shall not form part of the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG.
- 17.4 With regard to the public-law authorizations forming part of the Cars & Vans Hive-down Assets, Daimler AG and Mercedes-Benz AG shall agree on the necessary procedural steps for the implementation of the transfer of these authorizations and for the assumption of all associated obligations, and shall agree on a procedure that is economically acceptable and reasonable for both sides.
- 17.5 With regard to the public-law authorizations forming part of the Cars & Vans Hive-down Assets pursuant to Clause 17.3 sent. 1, the rights and obligations arising from the transferred public-law authorizations shall be exercised externally by Mercedes-Benz AG. Mercedes-Benz AG shall put Daimler AG and Daimler Truck AG, respectively, in such position in their internal relationship that the rights and obligations arising from these public-law authorizations accrue to Daimler AG and Daimler Truck AG, respectively, on a *pro rata* basis, i.e. to the extent allocatable to the business activities remaining with Daimler AG or the Trucks & Buses Division. With regard to these public

law authorizations, the Parties shall agree on the necessary procedural steps for the implementation of the compensation in their internal relationship and agree on a procedure that is economically acceptable and reasonable for all sides.

- 17.6 With regard to public law authorizations within the meaning of Clause 17.3 sent. 2 which, in addition to the Cars & Vans Division, primarily relate to business activities remaining with Daimler AG, the rights and obligations arising from the authorizations remaining with Daimler AG shall continue to be exercised externally by Daimler AG. Daimler AG and Mercedes-Benz AG shall put each other in such positions internally as if the public law authorizations had been transferred to Mercedes-Benz AG to the extent necessary for its operations. Within the internal relationship, the rights and obligations arising from these authorizations shall accrue to Mercedes-Benz AG on a *pro rata* basis, i.e. to the extent allocatable to the Cars & Vans Division. With regard to these public law authorizations, Daimler AG and Mercedes-Benz AG shall agree on the necessary procedural steps for the implementation of the compensation in their internal relationship and agree on a procedure that is economically acceptable and reasonable for all sides. The foregoing sentences of this Clause 17.6 shall not apply if holding of the authorizations is necessary for the operational functioning and legal permissibility of the economic operations of Mercedes-Benz AG and Mercedes-Benz AG therefore will acquire or has acquired the authorizations itself.
- 17.7 Public-law authorizations to be allocated to the Cars & Vans Division which relate to an enterprise, are personal or activity-related shall not form part of the Cars & Vans Hive-down Assets and, accordingly, shall not be transferred to Mercedes-Benz AG, as is the case with authorizations whose transfer is excluded by law, in particular the authorizations listed in **Annex 17.7** with the DCR ID assigned to them in the DCR. This shall include all rights and obligations of Daimler AG arising from
- (a) certifications of management systems,
 - (b) official registrations of the appointment of officers, responsible persons and authorized representatives,
 - (c) water law permits, permits and authorizations for the use of water bodies and the discharge of waste water containing dangerous substances into public sewage systems, to the extent the requirements of any legal successorships are not fulfilled,
 - (d) notifications under waste law, permits, identification numbers, proofs of disposal, findings with regard to recycling and tender obligations, exemptions from obligations to keep records or registers,
 - (e) recognition as a plant fire brigade and workshop for the performance of exhaust gas inspections and safety tests as well as from workshop cards,
 - (f) the notifications of a trade and from trade registrations as well as from permits under the Restaurant Act (*Gaststättengesetz*),

- (g) permits under the Weapons Act (*Waffengesetz*), approvals to set up a central procurement office under the Pharmaceuticals Act (*Arzneimittelgesetz*) and from notifications and approvals under the Explosives Act (*Sprengstoffgesetz*), the X-Ray Ordinance (*Röntgenverordnung*) and the Radiation Protection Ordinance (*Strahlenschutzverordnung*),
 - (h) permits under the Energy Tax Act (*Energiesteuergesetz*) and approved monitoring plans under the Greenhouse Gas Emissions Trading Act (*Treibhausgas-Emissionshandelsgesetz*), and
 - (i) aviation law approvals as a known consignor and foreign trade approvals within the scope of simplified customs declarations.
- 17.8 To the extent that the public law authorizations as defined in Clause 17.1 that are required for the operational functioning and legal permissibility of the economic operations are not transferable or the transfer of the authorizations is excluded by law and the authorizations therefore do not form part of the Cars & Vans Hive-down Assets pursuant to Clause 17.7, Daimler AG shall support Mercedes-Benz AG in obtaining these authorizations itself. The same shall apply accordingly to the extent such public law authorizations do not primarily serve the Cars & Vans Division and do not form part of the Cars & Vans Hive-down Assets pursuant to Clause 17.3 sent. 2.

18. Grants

- 18.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Cars & Vans Hive-down Assets shall include all receivables, rights and obligations of Daimler AG arising from subsidies, state aid, sponsorship, financial aid, allowances, benefits and other state grants to be allocated to the Cars & Vans Division. This shall also include grants which are conditional, limited in time or not yet fully effective, as well as those which supplement, change, extend, terminate or replace a grant forming part of the Cars & Vans Hive-down Assets.
- 18.2 The Cars & Vans Hive-down Assets shall include, among other items, all receivables, rights and obligations of Daimler AG to be allocated to the Cars & Vans Division arising from
- (a) EU research funding based on standardized agreement templates, so-called Model Grant Agreements,
 - (b) national research funding at federal level, and
 - (c) other grants, including non-EU foreign grants.

This shall include, in particular, the grants that are allocated to the Cars & Vans Division in the DCR and listed in **Annex 18.2** with the DCR ID assigned to them in the DCR. To the extent grants are listed in Annex 18.2 that do not exclusively relate to the Cars & Vans Division, the provisions in Clause 18.5 shall apply accordingly.

- 18.3 To the extent that grants as defined in Clause 18.1 which are not already allocated elsewhere in this Hive-down Agreement to the Cars & Vans Hive-down Assets or to the Trucks & Buses Hive-down Assets, or which are expressly excluded from the transfer pursuant to Clause 18.7, relate not only to the Cars & Vans Division, but also to the Trucks & Buses Division or to the business activities remaining with Daimler AG, they shall form part of the Cars & Vans Hive-down Assets if they are to be allocated primarily to the Cars & Vans Division. To the extent the grants do not primarily serve the Cars & Vans Division, they shall not form part of the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG.
- 18.4 With regard to the grants forming part of the Cars & Vans Hive-down Assets, Daimler AG and Mercedes-Benz AG shall agree on the necessary procedural steps for the implementation of the transfer of these grants and for the assumption of all associated obligations, and shall agree on a procedure that is economically acceptable and reasonable for both sides.
- 18.5 With regard to the grants forming part of the Cars & Vans Hive-down Assets pursuant to Clause 18.3 sent. 1, the rights and obligations arising from the transferred grants shall be exercised externally by Mercedes-Benz AG. Mercedes-Benz AG shall put Daimler AG and Daimler Truck AG, respectively, in such position in their internal relationship that the receivables, rights and obligations arising from these grants accrue to Daimler AG and Daimler Truck AG, respectively, on a *pro rata* basis, i.e. to the extent allocatable to the business activities remaining with Daimler AG or the Trucks & Buses Division. With regard to these grants, the Parties shall agree on the necessary procedural steps for the implementation of the compensation in their internal relationship and agree on a procedure that is economically acceptable and reasonable for all sides.
- 18.6 With regard to grants within the meaning of Clause 18.3 sent. 2 which, in addition to the Cars & Vans Division, primarily relate to business activities remaining with Daimler AG, the rights and obligations arising from the grants remaining with Daimler AG shall continue to be exercised externally by Daimler AG. Daimler AG and Mercedes-Benz AG shall put each other in such positions internally as if the grants had been transferred to the necessary extent. Within the internal relationship, the receivables, rights and obligations arising from these grants shall accrue to Mercedes-Benz AG on a *pro rata* basis, i.e. to the extent allocatable to the Cars & Vans Division. With regard to these grants, Daimler AG and Mercedes-Benz AG shall agree on the necessary procedural steps for the implementation of the compensation in their internal relationship and agree on a procedure that is economically acceptable and reasonable for both sides.
- 18.7 Any and all receivables, rights and obligations of Daimler AG arising from grants which are tied to personal requirements which Mercedes-Benz AG does not fulfil shall not form part of the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG.

19. Litigation and legal proceedings

- 19.1 The Cars & Vans Hive-down Assets shall include all litigation and legal proceedings relating to Assets forming part of the Cars & Vans Hive-down Assets or otherwise to be allocated exclusively to the Cars & Vans Division, in particular (i) civil proceedings (including dunning proceedings, independent evidence proceedings, proceedings for injunctive relief and foreclosure proceedings) and arbitration proceedings, (ii) administrative proceedings (including all official proceedings and investigations) and proceedings before administrative courts, (iii) other procedural legal relationships, (iv) procedural legal positions vis-à-vis third parties, (v) contractual agreements with third parties regarding the recognition and/or implementation of the results of such proceedings or the assertion of rights reserved for the parties to the proceedings, as well as (vi) enforceable titles from dunning procedures and other procedural legal relationships that have been finally concluded at the Consummation Date, irrespective in each case of whether Daimler AG is involved as a party or in any other way, and including the rights and obligations of Daimler AG asserted in each case in these litigation and procedural relationships. The material litigation and procedural relationships forming part of the Cars & Vans Hive-down Assets are listed in **Annex 19.1** by means of a file number from the internal file management system of Daimler AG.
- 19.2 To the extent that under the provisions of the relevant applicable procedural rules the complete transfer of the status as a party from Daimler AG to Mercedes-Benz AG depends on other circumstances (such as the consent of other parties to the proceedings), Daimler AG and Mercedes-Benz AG shall agree on whether they will endeavor to ensure that such circumstances occur and that there is a change of party or participant.
- 19.3 If there is neither a statutory nor a voluntary change of party or participant in the litigation and procedural relationships forming part of the Cars & Vans Hive-down Assets pursuant to Clause 19.1, Daimler AG shall continue to conduct all litigation and procedural relationships initially without such continuation putting into doubt the transfer of rights and obligations under this Hive-down Agreement. Daimler AG and Mercedes-Benz AG shall put each other in such positions internally as if the litigation and procedural relationships had been transferred as of the Hive-down Effective Date. In this regard, Daimler AG shall continue the proceedings in accordance with the requirements stipulated by Mercedes-Benz AG. Daimler AG shall not conduct any procedural acts (in particular, settlement, waiver, acknowledgement, confession, withdrawal or amendment of actions) without the prior consent of Mercedes-Benz AG. This shall not affect Daimler AG's right to issue instructions under the control and profit and loss transfer agreement concluded between Daimler AG and Mercedes-Benz AG. Mercedes-Benz AG shall indemnify Daimler AG against all liabilities and costs arising from these proceedings, including those arising from the retaining of legal counsel or advisers. The expenses incurred by Daimler AG in conducting the proceedings shall be reimbursed by Mercedes-Benz AG.

20. Personal assets

20.1 Irrespective of the consequences described in sections 52 et seqq. of the hive-down for the employees, the Cars & Vans Hive-down Assets shall include the employment relationships, including all rights and obligations resulting therefrom, with all employees of Daimler AG who

- (a) were allocated to the Cars & Vans Division on the Hive-down Effective Date (hereinafter the "**Employees Cars & Vans**"), or
- (b) are allocated to the Cars & Vans Division in the period from the Hive-down Effective Date to the Consummation Date (hereinafter the "**New Employees Cars & Vans**"),

in each case to the extent that the employees referred to in lit. (a) and (b) continue to be allocated to the Cars & Vans Division at the Consummation Date and do not object to the transfer of their employment relationship pursuant to § 613a para. 6 BGB (collectively the "**Transferred Employees Cars & Vans**"). The Group identification numbers of the Employees Cars & Vans are specified in **Annex 20.1**. The list shall be updated up to the Consummation Date and shall contain as of the Consummation Date the Group identification numbers of the Transferred Employees Cars & Vans (subject to any valid objections declared pursuant to § 613a para. 6 BGB after the Consummation Date). In the event of an employee's objection pursuant to § 613a para. 6 BGB and in the event of a change of an employee to a functional area to be allocated to Daimler AG or Daimler Truck AG, Clause 48 shall govern the economic compensation in the internal relationship between the Parties.

20.2 The Cars & Vans Hive-down Assets shall also include all rights and obligations arising from terminated employment relationships with Employees Cars & Vans and New Employees Cars & Vans whose employment relationships have ended or will end in the period between the Hive-down Effective Date and the Consummation Date and which were allocated to the Cars & Vans Division at the time of their leaving the company (the "**Former Employees Cars & Vans**"). Until the Consummation Date, the Former Employees Cars & Vans shall be included in a list corresponding to the structure of Annex 20.1.

20.3 The Cars & Vans Hive-down Assets shall also include all rights and obligations from terminated employment relationships with employees who left the company before the Hive-down Effective Date and who were allocated to the Cars & Vans Division at the time of their leaving the company.

20.4 The Cars & Vans Hive-down Assets shall also include all other agreements and other legal relationships associated with the employment relationships of the Transferred Employees Cars & Vans and with the terminated employment relationships of the Former Employees Cars & Vans.

- 20.5 The transfer of pension obligations as well as obligations from partial retirement and long-term accounts and the transfer of the related security is regulated separately in Clause 15. These provisions in Clause 15 shall remain unaffected.

21. Other assets of the Cars & Vans Division

- 21.1 The following Assets of the Mercedes-Benz Classic Archive department (hereinafter "**MS/MCA**") shall also form part of the Cars & Vans Hive-down Assets:

- (a) all items of plant and office equipment and
- (b) the items from the vehicle collection at MS/MCA booked on the accounts of the Cars & Vans Accounting Groups specified in Annex 9.1.

- 21.2 The following company- and product-related archival records of MS/MCA shall not be included in the Cars & Vans Hive-down Assets and shall therefore not be transferred to Mercedes-Benz AG, in particular

- (a) all archival records of the corporate archives including files, minutes, records of the history of the company, statistics of Daimler AG and its original companies, advertisements and advertising posters, press kits and press releases,
- (b) all archival records of the media archive affiliated to the corporate archive and the archive library, including photos and films as well as books and magazines on automotive, economic, corporate, product and motorsport history,
- (c) all archival records of the product archive, including product catalogues, price lists, color and upholstery samples, operating instructions, spare parts lists, workshop literature, commission books and data cards, design drawings, test and development reports as well as
- (d) all archival records of the motorsport archive affiliated to the product archive, including files on motorsport history with information on drivers, vehicles and races.

- 21.3 With regard to the company- and product-related archival records of MS/MCA that do not form part of the Cars & Vans Hive-down Assets, Daimler AG grants Mercedes-Benz AG a right of inspection and use, to the extent that Mercedes-Benz AG requires these within the scope of its business activities and Daimler AG's legitimate interests do not contradict the inspection and use by Mercedes-Benz AG.

III. Trucks & Buses Hive-down Assets

22. Object of the hive-down

- 22.1 The Assets to be hived down to Daimler Truck AG shall include all tangible and intangible Assets of Daimler AG that are to be allocated to the Trucks & Buses Division and, in particular, that are described in more detail in the following Clauses 22.2 to 40 of

this Hive-down Agreement, unless they are expressly excluded from the transfer (the **"Trucks & Buses Hive-down Assets"**).

- 22.2 The hive-down of the Assets of the Trucks & Buses Division shall include the transfer of the establishments or partial establishments listed in **Annex 22.2**.
- 22.3 The Trucks & Buses Hive-down Assets shall include, in particular, the assets and liabilities recognized in the hive-down balance sheet for the Trucks & Buses Division as at 0:00 a.m. on 1 January 2019, developed from the Closing Balance Sheet; in addition, the hive-down balance sheet developed in this way recognizes further assets and liabilities items that have their basis in the agreements concluded between Daimler Truck AG and Daimler AG in this Hive-down Agreement in connection with the Trucks & Buses Division and that also transfer to Daimler Truck AG upon the hive-down taking effect at the Consummation Date (hereinafter the **"Trucks & Buses Hive-down Balance Sheet"** – **Annex 22.3**). Insofar as the extent of use by the Trucks & Buses Division or the other divisions or functional departments of Daimler AG is decisive for the allocation of an Asset to the Trucks & Buses Hive-down Assets under this Hive-down Agreement, the extent of use on the cut-off date of the Closing Balance Sheet shall be decisive unless this Hive-down Agreement contains any provisions to the contrary. To the extent appropriate for the Asset in question, an appropriate period prior to the cut-off date of the Closing Balance Sheet shall be used to determine the extent of use as at cut-off date of the Closing Balance Sheet. The provisions in Clause 42 shall remain unaffected.
- 22.4 The Trucks & Buses Hive-down Assets shall include, in particular, (i) all functionally essential operating bases of the Trucks & Buses partial establishment for tax purposes (*steuerlicher Teilbetrieb*) of Daimler AG and the Assets (in particular as shown in the Daimler Trucks and Daimler Buses divisions in the segment reporting of the consolidated financial statements of Daimler AG as at 31 December 2018) that are to be allocated to the Trucks & Buses Division according to their economic context, including the goodwill attributable to the Trucks & Buses partial establishment for tax purposes, as well as (ii) all functionally essential operating bases of the special tax-related assets (*Sonderbetriebsvermögen*) of Daimler AG in the case of equity interests in partnerships which for tax purposes constitute a tax partnership (*Mitunternehmerschaft*) and pursuant to Clause 30.2 form part of the Trucks & Buses Hive-down Assets. This shall also apply if
- (a) the Assets are not expressly specified in Clauses 23 to 40 and the related Annexes,
 - (b) they only became the legal or economic property of Daimler AG after the cut-off date of the Closing Balance Sheet, but before the Consummation Date,
 - (c) it was not recognized in good time, despite extensive efforts to obtain appropriate information to this end, that the Assets in question constitute functionally essential operational bases or assets that can be allocated according to economic contexts, or

- (d) it was not recognized in good time, despite extensive efforts to obtain appropriate information to this end, that the Assets in question constitute functionally essential operational bases of the special tax-related assets of Daimler AG at equity interests in partnerships that constitute a tax partnership for tax purposes.
- 22.5 The Trucks & Buses Hive-down Assets shall further include, in particular, all Assets that are included in the NACOS Accounting System as of 1 January 2019 in the accounting groups and subordinated business areas listed in **Annex 22.5** (hereinafter in relation to 1 January 2019 the "**Trucks & Buses Accounting Groups**"). For the purposes of clarification and delineation, Annex 3.5b contains the accounting groups of Daimler AG in which the Assets are shown that remain with Daimler AG and therefore do not form part of the Trucks & Buses Hive-down Assets.
- 22.6 The following shall not be included in the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG
- (a) the Assets listed below that are not to be allocated to the Trucks & Buses partial establishment for tax purposes (*steuerlicher Teilbetrieb*), some of which relate to the Trucks & Buses and/or Cars & Vans Divisions in some respects, but are managed by the Group Treasury function:
 - (i) all deposits with banks, financial institutions and other third parties as well as all bank and account agreements and related agreements (e.g. remittance conditions, fax agreements, etc.), with the exception of the Industrial Accounts Trucks & Buses specified in Clause 35.5, as well as their credit balances or overdrafts and with the exception of the credit balance specified in Clause 31.1(d);
 - (ii) all overdraft, loan and surety bond agreements with banks, financial institutions or other third parties, with the exception of EIB Loan Agreements Trucks & Buses specified in Clause 35.5(a);
 - (iii) all suretyships, guarantees, letters of comfort and other declarations of liability of Daimler AG in favor of third parties, with the exception of the Financial Services Risk Sharing Agreements Trucks & Buses specified in Clause 35.5(g);
 - (iv) all rights and obligations of Daimler AG with respect to Bank Guarantees (as defined in Clause 3.6(a)(iv));
 - (v) all suretyships, guarantees and other securities in favor of Daimler AG as collateral for current or future claims that are not transferred to Daimler Truck AG;
 - (vi) all Capital Issues (as defined in Clause 3.6(a)(vi)) of Daimler AG as well as all guarantees, suretyships, letters of comfort and other declarations

of liability of Daimler AG in favor of third parties for Capital Issues of affiliates;

- (vii) all Derivatives (as defined in Clause 3.6(a)(vii));
- (viii) all cash pool and cash management agreements concluded between Daimler AG and a third party outside the Group or between Daimler AG and one of its affiliates;
- (ix) all agreements relating to the financing of affiliates of Daimler Group (e.g. IC loans and loans to affiliates) and the financing of Daimler AG by affiliates;
- (b) all control agreements, profit and loss transfer agreements as well as control and profit and loss transfer agreements of Daimler AG with affiliates, and
- (c) Assets that for tax purposes constitute special tax-related assets (*Sonderbetriebsvermögen*) of Daimler AG at partnerships that are not part of the Trucks & Buses Hive-down Assets, with the exception of the Equity Interests in Corporations Trucks & Buses specified in Annex 30.1.

23. Intellectual property rights

23.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include the intellectual property rights to be allocated exclusively to the Trucks & Buses Division as well as applications for the registration of intellectual property rights, in particular registered and non-registered industrial property rights as well as copyrights and related property rights, with the exception of rights to computer programs and comparable works as defined in Clause 25 of this Hive-down Agreement, and rights of use (such as image rights, film rights, music rights, etc.) relating thereto (hereinafter the "**Single-use Marks and IP Rights Trucks & Buses**"), in particular

- (a) the marks listed in **Annex 23.1(a)**, in particular word marks, figurative marks and word and figurative marks, in the respective classes of goods and services and, in addition, other non-registered identification rights which have arisen through the reputation or use of the marks, in each case including the associated "goodwill",
- (b) the designs and registered designs listed in **Annex 23.1(b)**, as well as
- (c) the domain names listed in **Annex 23.1(c)** including all existing rights to these domain names.

23.2 Such intellectual property rights do not form part of the Trucks & Buses Hive-down Assets and are therefore not transferred to Daimler Truck AG that are or could be used simultaneously by several divisions (Cars & Vans, Trucks & Buses, Daimler Financial

Services), in particular the Multi-use Marks and IP Rights listed in Clause 4.2 and the pertinent Annexes.

- 23.3 By way of supplement to this Hive-down Agreement, Daimler AG and Daimler Truck AG shall enter into the IP Trust and Allocation Agreement enclosed as **Annex 23.3** with regard to a number of the Single-use Marks and IP Rights Trucks & Buses assigned by Clause 23.1. Under this IP Trust and Allocation Agreement, Daimler Truck AG revocably commissions Daimler AG with the comprehensive fiduciary management of the Single-use Marks and IP Rights Trucks & Buses assigned to it. In addition, the IP Trust and Allocation Agreement contains provisions relating to future intellectual property rights generated by, at or for Daimler Truck AG. The purpose of these provisions of the IP Trust and Allocation Agreement is to ensure that all industrial property rights eligible for registration, including employee inventions, are allocated – from a formal legal perspective – to Daimler AG throughout Daimler Group, irrespective of their economic ownership. To the extent that inventions are made at Daimler Truck AG or otherwise come under its control, e.g. through employee inventions, inventions by contracted service providers and/or subsidiaries, it is intended that Daimler Truck AG will assign all rights to these inventions to Daimler AG upon request under the IP Trust and Allocation Agreement.

24. Know-how

- 24.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include the technical, scientific or other information (including information licensed in or purchased), including information and knowledge relating to unpatented and non-registered inventions (whether patentable or not), discoveries, developments, improvements, trade and business secrets, technologies, aids, methods, processes, practices, formulas, guidelines, instructions, techniques, written ideas, technical improvements, designs, drawings, production and manufacturing processes, organizational rules, devices, specifications, results as well as safety, manufacturing and quality control information, if to be allocated exclusively to the Trucks & Buses Division.
- 24.2 The Trucks & Buses Hive-down Assets shall comprise, in particular:
- (a) the information relating to the objects transferred pursuant to Clause 28,
 - (b) information to be allocated exclusively to the Trucks & Buses Division's research and development activities at Daimler AG, including information and knowledge relating to product-related, component-related or process-related unpatented and non-registered inventions (whether patentable or not) and developments, and pertinent test and trial results, arrangements and documents,
 - (c) all information in connection with the intellectual property rights to be hived down pursuant to Clause 23.1,
 - (d) the product know-how to be allocated exclusively to the Trucks & Buses Division, including product specifications, component specifications, parts lists,

product design topologies, CAD drawings, assembly drawings, production drawings and other drawings, whether two-dimensional or three-dimensional, quality features, quality tests, product instructions and operating manuals,

- (e) the manufacturing and assembly know-how to be allocated exclusively to the Trucks & Buses Division, including manufacturing and assembly processes and methods, related instructions, formulae, recipes, compositions of substances, limits, schedules and tolerances, manufacturing and assembly plans, organizational plans and procedures, training and further education plans and documents,
- (f) the supplier and purchasing know-how to be allocated exclusively to the Trucks & Buses Division, including information on suppliers, dealers, intermediaries, manufacturers, body manufacturers, their offers, prices, quantities and other contractual conditions, material sources, procurement options, purchasing conditions, logistics and procedures, and
- (g) the sales and marketing know-how, distribution and sales figures, sales and revenue forecasts, price developments, product life cycles, cost and price calculations, market information, sales strategies, sales channels, marketing materials, including photographs, audio-visual media, flyers, brochures, price lists and websites, to be allocated exclusively to the Trucks & Buses Division.

25. Software

25.1 The Trucks & Buses Division uses the types of software defined in Clause 6.1.

25.2 The Trucks & Buses Hive-down Assets shall include all of the rights and agreements specified below which on the cut-off date of the Closing Balance Sheet are used solely by the Trucks & Buses Division or which have been procured or concluded for this purpose:

- (a) Rights to production software and product software with regard to which (i) Daimler AG is the owner of all property rights, in particular those directly created or currently being created by employees of Daimler AG (e.g. as defined in § 69b UrhG (*Urhebergesetz* – German Copyright Act)), or with regard to which (ii) exclusive rights of use have been conferred, transferred or otherwise granted or provided to Daimler AG by way of *in rem* copyrights or other contractual rights;
- (b) Rights to production software and product software to which Daimler AG has been conferred, transferred or otherwise granted or provided non-exclusive rights of use, in particular all rights to use the corresponding copies for its own purposes of any kind and related rights on the basis of a non-contractual tolerance of use by the holder of the rights, and
- (c) Agreements, agreement offers and other obligatory and legal relationships in which Daimler AG has been or is to be conferred or otherwise granted or pro-

vided rights that entitle Daimler AG with regard to production software or product software, in any manner whatsoever, (i) to reproduce them, (ii) edit, redesign, translate, arrange or otherwise adapt them, (iii) integrate, incorporate or otherwise combine them with its own works or products, or (iv) to sell, rent or otherwise disseminate and/or display or make them available in a non-physical manner to the public or make available to third parties, in the original or the edited, redesigned, translated, arranged or otherwise adapted version, in isolation or together with own works or products, related rights on the basis of a non-contractual tolerance of use by the holder of the rights.

This shall include, in particular, the computer programs and similar works listed in **Annex 25.2**, in each case including the related rights and information regarding further developments, adaptations and settings, in particular through work on customizing and parameterization, which are contractually granted or to which Daimler AG is otherwise entitled.

25.3 The following shall not form part of the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG: (i) all rights to computer programs and comparable works in accordance with Annexes 6.4, 6.7 and 6.8, in particular rights to enterprise software, to production software and to product software covered by Clause 25.4, and (ii) all related agreements. In this respect, rights shall be granted and usage be facilitated in accordance with the provisions of Clauses 25.4, 25.7 and 25.8.

25.4 Daimler AG shall grant Daimler Truck AG non-exclusive rights of use, unlimited in terms of time, place and content, to production and product software with effect as of the Hive-down Effective Date, and with *in rem* copyright effect, with regard to which

- (a) Daimler AG is the owner of all property rights, in particular such software which was directly created or is currently being created by employees of Daimler AG (e.g. as defined in § 69b UrhG), or
- (b) exclusive rights of use have been conferred, transferred or otherwise granted or provided to Daimler AG by way of *in rem* copyrights or other contractual rights,

in particular with regard to the computer programs and similar works listed in **Annex 6.4**, provided that on the cut-off date of the Closing Balance Sheet these were used within the former Daimler AG also, but not exclusively, by the Trucks & Buses Division or were procured or concluded for this purpose to the extent Daimler AG is entitled to such use.

This granting of rights shall include, in particular, (i) any form of reproduction as defined in § 69c no. 1 UrhG, (ii) any kind of translation, editing, arrangement or other modification, including the duplication of the results obtained within the meaning of § 69c no. 2 UrhG, (iii) the right to integrate, incorporate or otherwise combine them with own works or products, (iv) to sell, rent and otherwise disseminate them to third parties as defined in § 69c no. 3 UrhG, in the original or the edited, redesigned, trans-

lated, arranged or otherwise adapted version, in isolation or together with own works or products, and (v) display and make them available in a non-physical manner to the public as defined in § 69c no. 4 UrhG.

25.5 Furthermore, Daimler AG irrevocably and indefinitely undertakes, from the Consummation Date,

- (a) subject to the provision in sentence 2, to waive the use and exercise of all rights in the production software and product software as defined in Clause 25.4 for its own purposes, and,
- (b) irrespective of the granting of rights of use of the same content to Mercedes-Benz AG, to confer, otherwise grant or provide to or tolerate the use by a third party of any rights in the production software and product software as defined in Clause 25.4 only upon instruction from Mercedes-Benz AG or Daimler Truck AG.

This shall not include the production software and/or product software listed in **Annex 6.5**, in respect of which Daimler AG reserves the right to continue to use and exercise the rights to which it is entitled, (i) to the extent this serves to safeguard the interests of the Daimler Group, such as to establish or maintain general security, to check compliance with the regulations within the Daimler Group or to perform comparable tasks to safeguard and enforce the principles of corporate governance within the Daimler Group, or (ii) to the extent such use is limited exclusively to those elements of this production software or product software which in their own right would be considered computer programs and comparable works as defined in Clause 6.1(c) or 6.1(d).

25.6 Daimler AG further hereby authorizes Daimler Truck AG to assert and defend in its own name the rights granted to it pursuant to Clause 25.4 in disputes of any kind against third parties, in particular to assert all rights arising from unauthorized use by third parties, and undertakes to grant Daimler Truck AG upon request all authorizations and other declarations necessary therefor and to support Mercedes-Benz AG in asserting these rights.

25.7 If at the cut-off date of the Closing Balance Sheet other production software, product software or enterprise software that in whole or part are not covered by a provision in Clauses 25.2 or 25.4 were used within the former Daimler AG also, but not exclusively, by the Trucks & Buses Division, have been procured for this purpose or corresponding contracts have been concluded for this purpose, in particular the computer programs and similar works listed in **Annex 6.7**, Daimler AG undertakes to enable Daimler Truck AG to use these programs or similar works with effect from the Hive-down Effective Date for as long as and to the extent that Daimler AG is entitled to do so. Should the consent of third parties be required for this in individual cases, Daimler AG shall endeavor to obtain such consent with effect as of the Hive-down Effective Date. To the extent that a third party does not grant the required consent, the Parties shall agree on other suitable measures to enable Daimler Truck AG to continue using the computer programs or comparable works concerned with effect from the Hive-down Effective Date.

25.8 Daimler AG further undertakes to enable Daimler Truck AG, with effect from the Hive-down Effective Date, to use the special software listed in **Annex 6.8**, for as long as and to the extent that Daimler AG is entitled to do so.

25.9 The provisions of this Clause 25 shall apply irrespective of Clause 35 and shall take precedence over the provisions of Clause 35 (including the pertinent Annexes).

26. Databases and customer base

26.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all contents of technical databases, customer databases and other databases to be allocated to the Trucks & Buses Division (hereinafter the "**Trucks & Buses Database Contents**"). Databases may also contain exclusive content for other Daimler AG units, divisions or functional departments. It shall therefore be ensured by suitable measures (including access and authorization concepts) that Daimler Truck AG only has access to the Trucks & Buses Database Contents, even if they are stored together with the database contents of other units, divisions and functional departments, unless otherwise stipulated in the following provisions.

26.2 The Trucks & Buses Hive-down Assets shall include, in particular, all customer master data resulting from the agreements and legal relationships forming part of the Trucks & Buses Hive-down Assets pursuant to Clause 35. With regard to these customer master data, the provisions in Clause 26.1 shall apply accordingly.

26.3 The following restrictions shall apply to database contents (including customer master data) that are related to agreements and legal relationships that do not form part of the Trucks & Buses Hive-down Assets pursuant to Clause 35.7. Daimler Truck AG shall be entitled to access and use such Database Contents (including customer master data) in compliance with data protection and other legal requirements which are connected to agreements or legal relationships for which an internal settlement including Daimler Truck AG has been agreed pursuant to Clauses 35.8 or 35.10 and which are at least also to be allocated to the Trucks & Buses Division. This shall be ensured by suitable measures (such as access and authorization concepts).

26.4 The Parties shall be at liberty to agree, with effect as of the Consummation Date or a later point in time, that access to Database Contents or the customer master data of another Party shall be granted for specific purposes and in compliance with data protection and other legal requirements, provided that these purposes do not conflict with the transfer of the Trucks & Buses Division to Daimler Truck AG.

27. Other intangible assets

Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all other intangible assets recognized in the Trucks & Buses Accounting Groups or otherwise to be exclusively allocated to the Trucks & Buses Division.

28. Property, plant and equipment

28.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all property, plant and equipment recognized in the Trucks & Buses Accounting Groups or otherwise to be allocated to the Trucks & Buses Division. This shall include the following items, if to be allocated to the Trucks & Buses Division

- (a) technical equipment and machines as well as tools, devices and gauges, also where they are in the possession of third parties,
- (b) other fixtures, fittings and office equipment,
- (c) leased objects, in particular vehicles, and
- (d) rights and legal interests, in particular claims from advance payments made on property, plant and equipment and property, plant and equipment under construction.

This shall include, in particular, property, plant and equipment items to be allocated to the Trucks & Buses Division listed in **Annex 28.1** with the account numbers from the NACOS Accounting System.

28.2 The Trucks & Buses Hive-down Assets shall further include all low-value assets to be allocated to the Trucks & Buses Division. This shall comprise, in particular, the low-value assets regularly used by the functional areas listed in **Annex 22.2** with their respective brief job description that are transferred to Daimler Truck AG.

29. Limited personal easements and other land register rights

29.1 The Trucks & Buses Hive-down Assets shall include all limited personal easements and other land register rights (in particular rights of first refusal *in rem* and ownership priority notices) entered in the land register for the benefit of Daimler AG or one of its legal predecessors and which secure the construction, use or development of items of the Trucks & Buses Hive-down Assets or which otherwise relate to items of the Trucks & Buses Hive-down Assets (in particular rental and/or lease agreements and rights and claims arising therefrom).

29.2 The Trucks & Buses Hive-down Assets shall include, in particular, the limited personal easements and other land register rights for the benefit of Daimler AG or one of its legal predecessors as well as the claims for registration of a limited personal easement, a right of first refusal or any other land register right secured by a priority notice which are listed in **Annex 29.2** relating to the real property or buildings listed therein.

29.3 To the extent that the limited personal easements and other land register rights covered by Clause 29 are not already transferred to Daimler Truck AG by operation of law upon entry of the hive-down in the Commercial Register, Daimler AG undertakes to transfer these limited personal easements and other land register rights to Daimler

Truck AG. Daimler Truck AG undertakes to accept such transfer. Daimler AG and Daimler Truck AG shall put each other in such positions in their internal relationship as if all limited personal easements and other land register rights covered by Clause 29 had already been transferred to Daimler Truck AG on the Hive-down Effective Date. In particular, Daimler AG shall transfer to Daimler Truck AG the exercise of the limited personal easements and other land register rights. To the extent that Daimler AG or a company affiliated with Daimler AG also requires the limited personal easements or other land register rights to secure, establish, use or develop its Assets or has promised them to a third party for exercise, Daimler Truck AG shall grant Daimler AG a corresponding right of joint use upon request.

30. Equity interests

- 30.1 The Trucks & Buses Hive-down Assets shall include all shares and equity interests held by Daimler AG in the corporations listed in **Annex 30.1** (hereinafter the "**Equity Interests in Corporations Trucks & Buses**").
- 30.2 In addition, the Trucks & Buses Hive-down Assets shall include all shares and equity interests held by Daimler AG in the partnerships listed in **Annex 30.2a** (hereinafter the "**Equity Interests in Partnerships Trucks & Buses**" and, together with the Equity Interests in Corporations Trucks & Buses, the "**Equity Interests Trucks & Buses**"). To the extent Equity Interests in Partnerships Trucks & Buses are to be regarded as tax partnerships (*Mitunternehmerschaften*) for tax purposes, Assets forming part of the special tax-related assets (*Sonderbetriebsvermögen*) of Daimler AG at the respective tax partnership shall be included in the Trucks & Buses Hive-down Assets to the extent they constitute functionally essential operating bases. This shall also include all shares and equity interests held by Daimler AG in the corporations listed in **Annex 30.2b**.
- 30.3 Unless expressly provided otherwise in this Hive-down Agreement, the allocation of an equity interest to the Trucks & Buses Hive-down Assets shall include all pertaining rights and obligations, including any entitlement to a share in profits and undertakings for the assumption of losses. The same applies accordingly with respect to syndication agreements and other shareholder agreements connected with or relating to such equity interests, and also, in the event that the equity interest is not vested in company law, but is merely an economic interest (e.g. through a trust relationship), with respect to the legal position conferring the economic interest.
- 30.4 The shares and equity interests in the corporations and partnerships specified in **Annex 11.4** (including their respective subsidiaries and equity interests) shall not form part of the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG.

31. Receivables

- 31.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all receivables recognized in the Trucks & Buses Accounting Groups or otherwise to be allocated to the Trucks & Buses

Division. This shall include the following items, if to be allocated to the Trucks & Buses Division

- (a) operating trade receivables, including receivables from affiliated companies and from companies in which an interest is held,
- (b) Receivables from tax authorities arising from wage and church taxes on the respective wages and salaries of the Transferred Employees Trucks & Buses (as defined in Clause 39.1) and of the Former Employees Trucks & Buses (as defined in Clause 39.2),
- (c) cash in hand and balances on Industrial Accounts Trucks & Buses (as defined in Clause 35.5),
- (d) credit balances booked to the NACOS account 16212000 in accounting group 0120 resulting from, inter alia, the netting of receivables and liabilities prematurely fulfilled in December 2018 which are to be allocated to the Trucks & Buses Division and which would have been transferred to Daimler Truck AG as part of the hive-down if they had not been fulfilled before the Hive-down Effective Date, and which are used to settle obligations arising from Derivatives transferred pursuant to Clause 35.11,
- (e) letters of credit, bills of exchange, cheques and other payment instruments in favor of Daimler AG, and
- (f) other receivables and other assets.

This shall include, in particular, receivables to be allocated to the Trucks & Buses Division listed in **Annex 31.1** with the account numbers from the NACOS Accounting System. The securities granted for an account receivable forming part of the Trucks & Buses Hive-down Assets shall also form part of the Trucks & Buses Hive-down Assets.

31.2 The following shall not be included in the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG

- (a) all receivables resulting from the agreements excluded from transfer to Daimler Truck AG pursuant to Clause 22.6, as well as
- (b) all other tax receivables (i.e. those not falling under Clause 31.1(b)).

32. Inventories and other current assets and prepaid expenses

Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all inventories and other current assets recognized in the Trucks & Buses Accounting Groups or otherwise to be allocated to the Trucks & Buses Division. This shall include the following items, if to be allocated to the Trucks & Buses Division

- (a) inventories, in particular raw materials, consumables and supplies, work in progress, finished goods and merchandise, in each case including all rights and legal positions, in particular claims, from advance payments made and received, and
- (b) legal relationships underlying the prepaid expenses.

This shall include, in particular, inventories and other current assets to be allocated to the Trucks & Buses Division listed in **Annex 32** with the account numbers from the NACOS Accounting System, as well as the prepaid expenses booked.

33. Liabilities and obligations, risks and burdens

33.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all liabilities and obligations recognized in the Trucks & Buses Accounting Groups or otherwise to be allocated to the Trucks & Buses Division, including uncertain liabilities, contingent liabilities and future liabilities of Daimler AG whose legal basis has already been established, irrespective of whether or not these liabilities are eligible for recognition in the balance sheet. This shall include the following items, if to be allocated to the Trucks & Buses Division

- (a) operating trade payables, including those liabilities to affiliated companies or companies in which a participating interest is held,
- (b) liabilities to tax authorities arising from wage and church taxes on the respective wages and salaries of the Transferred Employees Trucks & Buses (as defined in Clause 39.1) and of the Former Employees Trucks & Buses (as defined in Clause 39.2) as well as liabilities arising from withholding taxes,
- (c) other liabilities, including overdrafts on Industrial Accounts Trucks & Buses (as defined in Clause 35.5),
- (d) contingent liabilities, obligations and burdens underlying the provisions made, including contingent liabilities and obligations from existing Daimler AG Performance Phantom Share Plans to (i) Transferred Employees Trucks & Buses (as defined in Clause 39.1), (ii) Former Employees Trucks & Buses (as defined in Clause 39.2), and (iii) the employees and company pensioners specified in **Annex 33.1(d)** with reference to the Group identification numbers who left the company before the Hive-down Effective Date and who were allocated to the Trucks & Buses Division at the time of their leaving the company (in this respect, pension liabilities shall be governed by the procedures specified in Clause 34) as well as
- (e) legal relationships underlying the deferred income.

This shall include, in particular, the liabilities and deferred income booked to be allocated to the Trucks & Buses Division listed in **Annex 33.1a** with the account numbers from the NACOS Accounting System as well as the uncertain liabilities and obligations

to be allocated to the Trucks & Buses Division listed in **Annex 33.1b** with the account numbers from the NACOS Accounting System applicable to the relevant provisions as well as other risks and burdens.

33.2 The following shall not be included in the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG

- (a) all liabilities and obligations (including uncertain and future liabilities as well as contingent liabilities) resulting from the agreements excluded from transfer to Daimler Truck AG pursuant to Clause 22.6,
- (b) pension obligations to employees who remain with Daimler AG (due to allocation or an objection to the transfer of the employment relationship),
- (c) all other certain and uncertain tax liabilities (i.e. those not falling under Clause 33.1(b)) as well as
- (d) uncertain liabilities and obligations as well as risks and burdens, to the extent that these are based on allegedly incorrect capital market information provided by Daimler AG.

33.3 If and to the extent that a transfer of liabilities forming part of the Trucks & Buses Hive-down Assets (including uncertain liabilities, regardless of whether or not provisions have been made for them) by way of hive-down is not permitted or not possible, Daimler Truck AG, as joint and several debtor, accedes to all obligations of Daimler AG arising from the respective (uncertain) liability and indemnified Daimler AG from such (uncertain) liability in full in their internal relationship, with the consequence that this (uncertain) liability is exclusively included in the balance sheet of Daimler Truck ("discharging accession to debt").

34. Liabilities from company pensions, partial retirement and long-term accounts, insolvency protection

34.1 Notwithstanding the consequences of the hive-down for the employees as described in Clauses 52 et seqq., the Trucks & Buses Hive-down Assets shall include all pension obligations existing at Daimler AG (from pension liabilities and future entitlements) vis-à-vis the Transferred Employees Trucks & Buses (as defined in Clause 39.1), including such obligations vis-à-vis surviving dependants entitled under the pension obligations and persons entitled to compensation and including those from deferred compensation (Future Capital and Future Capital LFK) (hereinafter the "**Transferred Pension Obligations Trucks & Buses**"), as well as all rights relating thereto.

For part of these Transferred Pension Obligations Trucks & Buses, Daimler AG has created a security based on the trust agreements referred to in Clause 15.1 (Trust Agreement 'old bAV', Trust Agreement 'new bAV' and Trust Agreement 'Future Capital') which consists of the trust assets also referred to in this clause (Trust Assets 'old bAV', Trust Assets 'new bAV' and Trust Assets Future Capital) held by DPT and ATG, respectively, as security trustees for the secured pension beneficiaries.

Daimler AG shall transfer to Daimler Truck AG the security created by the Trust Agreement 'old BAV', the Trust Agreement 'new BAV' and the Trust Agreement 'Future Capital' for the Transferred Pension Obligations Trucks & Buses secured by these trust agreements (hereinafter in each case the "**Security to be Transferred Trucks & Buses**") in accordance with Clauses 34.1 to 34.6.

- 34.2 For the transfer of the security for the Transferred Pension Obligations Trucks & Buses, which are secured by the Trust Agreement 'old bAV', Daimler AG, Daimler Truck AG and DPT, also including Mercedes-Benz AG, shall conclude the Agreement for the Partial Assumption of the Trust Agreement 'old bAV', under which Daimler Truck AG, subject to the condition precedent of the hive-down taking effect, shall assume the rights and obligations of Daimler AG under the Trust Agreement 'old bAV' with discharging effect, to the extent that these rights and obligations relate to the Transferred Pension Obligations Trucks & Buses (the agreement between Daimler Truck AG and DPT resulting in this respect from the Agreement for the Partial Assumption of the Trust Agreement 'old bAV' hereinafter also the "**Trust Agreement Daimler Truck AG 'old bAV'**").
- (a) In the Agreement for the Partial Assumption of the Trust Agreement 'old bAV', the Parties shall put each other in a position as if the security for the Transferred Pension Obligations Trucks & Buses had been transferred with economic effect as from the Hive-down Effective Date.
 - (b) With regard to the Trust Assets 'old bAV', the value of the Security to be Transferred Trucks & Buses shall be equal to the coverage ratio of the defined benefit obligation under IFRS of the Transferred Pension Obligations Trucks & Buses as at the Hive-down Effective Date, provided that the defined benefit obligation of all pension obligations secured by DPT under the Trust Agreement 'old bAV' as at the Hive-down Effective Date is higher than the value of these pension obligations under HGB, otherwise equal to the coverage ratio under HGB.
 - (c) The object of the Security to be Transferred Trucks & Buses shall be that part of the trust assets with the required value to which the Trust Agreement Daimler Truck AG 'old bAV' extends. The Security to be Transferred Trucks & Buses must meet the requirements for an Equivalent Security as defined by § 11 (7) of the Trust Agreement 'old bAV'.
 - (d) With regard to the Trust Assets 'old bAV', the following assets of the Trust Assets 'old bAV' are to be allocated to the trust assets under the Trust Agreement Daimler Truck AG 'old bAV' on the Hive-down Effective Date, to the extent possible and going beyond the requirements for the Equivalent Security:
 - (i) to the extent the assets held in the Trust Assets 'old bAV' are divisible, that portion corresponding in each case to the portion of the obligation value of the Transferred Pension Obligations Trucks & Buses as defined in § 5 Trust Agreement 'old bAV' in relation to the total obligation value as defined in § 11 (2) Trust Agreement 'old bAV', unless divisible assets have been allocated exclusively to one of the respective Trust Assets

'old bAV' held by DPT on behalf of Daimler AG, Mercedes-Benz AG or Daimler Truck AG;

- (ii) individual assets to the extent that the assets held in the Trust Assets are not divisible;
- (iii) if the required coverage ratio is not achieved, a fractional settlement in the form of divisible assets or in cash.

With regard to Daimspain S.L., that portion is allocated to the trust assets under the Trust Agreement Daimler Truck AG 'old bAV' which, at the Hive-down Effective Date, corresponds to the portion of the obligation value of the Transferred Pension Obligations Trucks & Buses as defined in § 5 Trust Agreement 'old bAV' in respect of the total obligation value as defined in § 11 (2) Trust Agreement 'old bAV'. The assets to be allocated in such way to the trust assets under the Trust Agreement Daimler Truck AG 'old bAV' are listed in **Annex 34.2**. Any employees who may validly object pursuant to § 613a para. 6 BGB cannot yet be taken into account in Annex 34.2. The list in Annex 34.2 shall be updated until the Consummation Date and shall then contain, to the extent possible and going beyond the requirements of the Equivalent Security, the assets of the Trust Assets 'old bAV' which are to be allocated to the trust assets under the Trust Agreement Daimler Truck AG 'old bAV' at the Consummation Date and which are required under the Trust Agreement 'old bAV' for securing the Transferred Pension Obligations Trucks & Buses. With respect to these assets and any fractional settlement in the form of divisible assets or in cash that is required at the Consummation Date, Daimler AG, Daimler Truck AG and DPT shall each put each other in a position as if the securities for the Transferred Pension Obligations Trucks & Buses existed from the Hive-down Effective Date.

- (e) Until the Consummation Date, Daimler AG may instruct DPT to divide, replace or restructure in any other suitable form the items of the Trust Assets 'old bAV' for the purpose of, but not limited to, transferring them at the Consummation Date, taking into account not only the Security Trucks & Buses to be transferred to Daimler Truck AG, but also the Security to be Transferred Cars & Vans (as defined in Clause 15.1) to Mercedes-Benz AG and the security remaining with Daimler AG.

34.3 For the transfer of the security for the Transferred Pension Obligations Trucks & Buses, which are secured by the Trust Agreement 'new bAV', Daimler AG, Daimler Truck AG and DPT, also including Mercedes-Benz AG, shall further conclude the Agreement for the Partial Assumption of the Trust Agreement 'new bAV', under which Daimler Truck AG, subject to the condition precedent of the hive-down taking effect, shall assume the rights and obligations of Daimler AG under the Trust Agreement 'new bAV', to the extent that these rights and obligations relate to the Transferred Pension Obligations Trucks & Buses (the agreement between Daimler Truck AG and DPT resulting in this respect from the Agreement for the Partial Assumption of the Trust Agreement 'new bAV' hereinafter also the "**Trust Agreement Daimler Truck AG 'new bAV'**").

- (a) In the Agreement for the Partial Assumption of the Trust Agreement 'new bAV', the Parties shall put each other in a position as if the security for the Transferred Pension Obligations Trucks & Buses had been transferred with economic effect as from the Hive-down Effective Date.
- (b) With regard to the Trust Assets 'new bAV', the value of the Security to be Transferred Trucks & Buses shall be equal to the coverage ratio of the defined benefit obligation under IFRS of the Transferred Pension Obligations Trucks & Buses as at the Hive-down Effective Date, provided that the defined benefit obligation of all pension obligations secured by DPT under the Trust Agreement 'new bAV' as at the Hive-down Effective Date is higher than the value of the pension obligations under HGB, otherwise equal to the coverage ratio under HGB. Going beyond the requirements for an Equivalent Security, the value of the Security to be Transferred Trucks & Buses shall be increased in respect of the Trust Assets 'new bAV' by the value at the Hive-down Effective Date of those divisible assets which are not allocated to individual pension accounts (in particular, cash and deposits serving operational management, e.g. for making corrections to pension accounts), namely by the amount of the value at the Hive-down Effective Date of that part of the divisible assets corresponding in each case to the portion of the obligation value of the Transferred Pension Obligations Trucks & Buses as defined in § 5 Trust Agreement 'new bAV' in relation to the total obligation value as defined in § 11 para. 2 Trust Agreement 'new bAV'.
- (c) The object of the Security to be Transferred Trucks & Buses shall be that part of the trust assets with the required value to which the Trust Agreement Daimler Truck AG 'new bAV' extends. The Security to be Transferred Trucks & Buses must meet the requirements for an Equivalent Security as defined by § 11 (7) of the Trust Agreement 'new bAV'.
- (d) With regard to the Trust Assets 'new bAV', the pension assets allocated to the individual pension accounts of the Transferred Pension Obligations Trucks & Buses are intended to be allocated to the trust assets under the Trust Agreement Daimler Truck AG 'new bAV' on the Hive-down Effective Date, going beyond the requirements for an Equivalent Security. To the extent the Trust Assets 'new bAV' include divisible assets that are not allocated to individual pension accounts (in particular, cash and deposits that serve operational management, e.g. for making corrections to pension accounts), the portion corresponding in each case to the portion of the obligation value of the Transferred Pension Obligations Trucks & Buses as defined in § 5 Trust Agreement 'new bAV' in relation to the total obligation value as defined in § 11 (2) Trust Agreement 'new bAV' shall be allocated to the trust assets under the Trust Agreement Daimler Truck AG 'new bAV'.

The assets to be allocated in such way to the trust assets under the Trust Agreement Daimler Truck AG 'new bAV' are listed in **Annex 34.3**. Any employees who may validly object pursuant to § 613a para. 6 BGB cannot yet be taken into account in Annex 34.3. The list in Annex 34.3 shall be updated until the

Consummation Date and shall then contain, going beyond the requirements of the Equivalent Security, the assets of the Trust Assets 'new bAV' which are to be allocated to the trust assets under the Trust Agreement Daimler Truck AG 'new bAV' at the Consummation Date and which are required under the Trust Agreement 'new bAV' for securing the Transferred Pension Obligations Trucks & Buses.

- (e) Until the Consummation Date, Daimler AG may instruct DPT to divide, replace or restructure in any other suitable form the items of the Trust Assets 'new bAV' for the purpose of, but not limited to, transferring them at the Consummation Date, taking into account not only the Security Trucks & Buses to be transferred to Daimler Truck AG, but also the Security to be Transferred Cars & Vans (as defined in Clause 15.1) to Mercedes-Benz AG and the security remaining with Daimler AG.

34.4 For the transfer of the security for the Transferred Pension Obligations Trucks & Buses created by means of the Trust Agreement 'Future Capital', which are secured by the Trust Agreement 'Future Capital', Daimler Truck AG shall conclude a new trust agreement with ATG until the Consummation Date in accordance with the Trust Agreement 'Future Capital' and for the creation of an equivalent security as defined in the Trust Agreement 'Future Capital' (hereinafter the "**Trust Agreement Daimler Truck AG 'Future Capital'**") and shall instruct ATG in writing to allocate – in accordance with § 12 (1) of the Trust Agreement 'Future Capital' – that portion of the Trust Assets 'Future Capital' to the Trust Agreement Daimler Truck AG 'Future Capital' as of the Consummation Date which secures the Transferred Pension Obligations Trucks & Buses. Daimler AG and Daimler Truck AG agree that in this respect they shall put each other in such positions as if the security had been transferred with economic effect as of the Hive-down Effective Date. The portion of the Trust Assets 'Future Capital' that secures the Transferred Pension Obligations Trucks & Buses is shown in **Annex 34.4** as of the Hive-down Effective Date. Any employees who may validly object pursuant to § 613a para. 6 BGB cannot be taken into account in Annex 34.4. The list in Annex 34.4 shall be updated until the Consummation Date and shall then contain, to the extent possible and going beyond the requirements of an Equivalent Security, the assets of the Trust Assets 'Future Capital' which are to be allocated to the trust assets under the Trust Agreement Daimler Truck AG 'Future Capital' at the Consummation Date and which are required under the Trust Agreement 'Future Capital' for securing the Transferred Pension Obligations Trucks & Buses.

34.5 The Trucks & Buses Hive-down Assets shall also include all pension obligations existing at Daimler AG (from pension liabilities and future entitlements) vis-à-vis the Employees Trucks & Buses and New Employees Trucks & Buses (as defined in Clause 39.1) whose employment relationships have ended or will end in the period between the Hive-down Effective Date and the Consummation Date and which were allocated to the Trucks & Buses Division at the time of their leaving the company (Former Employees Trucks & Buses as defined in Clause 39.2), including such obligations vis-à-vis surviving dependants entitled under the pension obligations and persons entitled to compensation and including those from deferred compensation (Future Capital and Future Capital LFK) (also referred to as "**Transferred Pension Obligations**")

Trucks & Buses"), as well as all rights relating thereto. With regard to the transfer to Daimler Truck AG of the security existing in this respect, which has been created for these Transferred Pension Obligations Trucks & Buses on the basis of the Trust Agreement 'old bAV', the Trust Agreement 'new bAV' and the Trust Agreement 'Future Capital', Clauses 34.2 to 34.4 above shall apply.

34.6 The Trucks & Buses Hive-down Assets shall further include all pension obligations existing at Daimler AG vis-à-vis company pensioners who already left the company before the Hive-down Effective Date and vested pension expectants who left the company before the Hive-down Effective Date (including such rights and obligations vis-à-vis surviving dependants entitled under the pension obligations and persons entitled to compensation, including those from deferred compensation (Future Capital and Future Capital LFK) and including those from deferred claims, e.g. Pursuant to § 1 para. 1 sent. 3 BetrAVG) who were allocated to the Trucks & Buses Division at the time of their leaving the company (also referred to as "**Transferred Pension Obligations Trucks & Buses**") as well as any rights related thereto, namely with regard to the company pensioners who already left the company before the Hive-down Effective Date in the following cases:

- (a) where the pension obligations vis-à-vis the beneficiary company pensioners have not been transferred to Daimler Pensionsfonds AG, i.e. to the extent that Daimler Pensionsfonds AG has not undertaken to implement benefit commitments pursuant to § 1 para. 1 sent. 1 or para. 2 no. 1 BetrAVG that were granted by Daimler AG as direct commitments;
- (b) if the pension obligations vis-à-vis the beneficiary company pensioners have been transferred to Daimler Pensionsfonds AG in accordance with the Pension Fund Agreement (assumption of the implementation of benefit commitments pursuant to § 1 para. 1 sent. 1 or para. 2 no. 1 BetrAVG which were granted by Daimler AG as direct commitments), to the extent, if any, that (deferred) claims of the beneficiary company pensioners exist against Daimler AG (e.g. under § 1 para. 1 sent. 3 BetrAVG).

These company pensioners, vested pension expectants who have left the company and other beneficiaries are listed in **Annexes 34.6a** and **34.6b**, with a reference to the pension numbers or other identification numbers; the lists shall be updated until the Consummation Date. With regard to the transfer to Daimler Truck AG of the security existing in respect of these Transferred Pension Obligations Trucks & Buses, which has been created for these Transferred Pension Obligations Trucks & Buses on the basis of the Trust Agreement 'old bAV', the Trust Agreement 'new bAV' and the Trust Agreement 'Future Capital', the Clauses 34.2 to 34.4 above shall apply.

34.7 To the extent that Daimler Pensionsfonds AG asserts claims against Daimler AG in respect of pension obligations to be performed by Daimler Pensionsfonds AG pursuant to Clause 2.1 of the Pension Fund Agreement, Daimler Truck AG shall be obliged to indemnify Daimler AG in respect of such claim to the extent that the claim relates to company pensioners who left the company before the Hive-down Effective Date (including surviving dependants entitled under the pension obligations and persons enti-

tled to compensation) and who were allocated to the Trucks & Buses Division at the time of the transfer of their pension obligations to Daimler Pensionsfonds AG pursuant to Clause 34.6(b). This claim shall be deemed to have been satisfied to the extent that, in order to fulfil the obligation to make subsequent contributions, amounts from the trust assets administered under the Trust Agreement Daimler Truck AG 'old bAV' are made available in accordance with the following paragraph.

To the extent that Daimler Pensionsfonds AG asserts claims against Daimler AG because of the assumption of the implementation of benefit commitments in accordance with the Pension Fund Agreement and Daimler AG is entitled in this respect to an indemnification claim against Daimler Truck AG pursuant to the preceding paragraph, Daimler AG may require Daimler Truck AG to demand from DPT to provide the amount required to meet the subsequent funding obligation from the trust assets which are administered under the Trust Agreement Daimler Truck AG 'old bAV', in the amount resulting from the ratio of the benefit commitments vis-à-vis retired employees of the Trucks & Buses Division assumed by Daimler Pensionsfonds AG to the total benefit obligations assumed by Daimler Pensionsfonds AG as at the cut-off date of the Closing Balance Sheet. Daimler AG and Daimler Truck AG undertake to enter into an agreement to this effect in the Agreement for the Partial Assumption of the Trust Agreement 'old bAV'; if this agreement is not concluded because DPT does not agree to it, Daimler Truck AG shall be obliged to put Daimler AG in a position as if the agreement had been concluded.

If there is a surplus cover at Daimler Pensionsfonds AG which allows for a (re)transfer of assets by Daimler Pensionsfonds AG pursuant to § 3b (1) Trust Agreement 'old bAV', Daimler AG shall be obliged to ensure that Daimler Pensionsfonds AG transfers the assets to be released directly to DPT for the account of Daimler Truck AG and for the purpose of financing the pension obligations secured under the Trust Agreement Daimler Truck AG 'old bAV' in the amount of the portion paid by Daimler Truck AG to Daimler Pensionsfonds AG in relation to all amounts paid by Mercedes-Benz AG, Daimler Truck AG and Daimler AG to Daimler Pensionsfonds AG as a subsequent contribution; § 3b (1) Trust Agreement 'old bAV' shall apply accordingly.

If there is a surplus cover at Daimler Pensionsfonds AG which allows for a (re)transfer of assets by Daimler Pensionsfonds AG to Daimler AG which exceeds the retransfer obligation stipulated in the preceding paragraph, Daimler AG shall be obliged to ensure that Daimler Pensionsfonds AG transfers a portion of the assets to be released directly to DPT for the account of Daimler Truck AG and for the purpose of financing the pension obligations secured under the Trust Agreement Daimler Truck AG 'old bAV'; this portion shall be calculated based on the relation of the obligation value of the pension obligations transferred to Daimler Pensionsfonds AG, which were allocated to the Trucks & Buses Division, to the obligation value of all pension obligations transferred to Daimler Pensionsfonds AG as at the cut-off date of the Closing Balance Sheet.

- 34.8 Irrespective of the consequences described in Clauses 52 et seqq. of the hive-down for the employees, the Trucks & Buses Hive-down Assets shall further include all obligations of Daimler AG under partial retirement and long-term accounts vis-à-vis the Transferred Employees Trucks & Buses (as defined in Clause 39.1) as well as any

rights relating thereto. With regard to the Time Accounts CTA Trust Agreement transferred to Mercedes-Benz AG, Mercedes-Benz AG and Daimler Truck AG enter into the agreements contained in Clause 15.9.

35. Agreements and other legal relationships

- 35.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all agreements, offers of agreements and other obligatory and legal relationships to be allocated to the Trucks & Buses Division, including the pertaining rights and obligations. This shall also include legal relationships which are conditional, limited in time, not yet fully effective or have already been fulfilled, as well as those which supplement, change, extend, terminate or replace a legal relationship forming part of the Trucks & Buses Hive-down Assets. This shall further cover all ancillary agreements made or to be made prior to or in connection with the conclusion of the agreement in question, or agreements of any kind whatsoever made or to be made in connection with the performance of the agreements in question. To the extent that agreements that relate not only to the Trucks & Buses Division, but also to the Cars & Vans Division, are not already allocated otherwise in this Hive-down Agreement to the Trucks & Buses Hive-down Assets or to the Cars & Vans Hive-down Assets or are expressly excluded from the transfer pursuant to Clause 35.7, they shall be included in the Trucks & Buses Hive-down Assets if they are to be allocated to the Trucks & Buses Division according to the focus of their use. The transfer of the employment relationships and employee-related Assets shall be governed by Clause 39.
- 35.2 The Trucks & Buses Hive-down Assets shall include, among other items, the following agreements to be allocated to the Trucks & Buses Division:
- (a) purchase and procurement agreements,
 - (b) distribution agreements,
 - (c) service agreements and agreements for work with third parties that are not companies of the Daimler Group,
 - (d) license agreements or other agreements concerning the granting of rights of use to third parties or by third parties,
 - (e) rental and lease agreements for real property and/or buildings,
 - (f) cooperation and partnership agreements,
 - (g) agreements with temporary employment agencies and other employee-related agreements with third parties,
 - (h) certifications under private law (unless included in other categories), and

- (i) agreements governing relationships for the intra-group provision of goods and services and similar agreements with companies of Daimler Group.

This shall include, in particular, the agreements that are allocated to the Trucks & Buses Division in the DCR and listed in **Annex 35.2** with the agreement number assigned to them in the DCR. To the extent agreements are listed in Annex 35.2 that do not exclusively relate to the Trucks & Buses Division, the provisions in Clause 35.8(a) shall apply accordingly.

35.3 In particular, the Trucks & Buses Hive-down Assets shall also include the agreements and other legal relationships listed in **Annex 35.3** with the agreement number assigned to them in the DCR, which, in addition to other divisions, in any case also concern the Trucks & Buses Division.

35.4 The Trucks & Buses Hive-down Assets shall further include the agreements and other legal relationships of the following categories to be allocated to the Trucks & Buses Division exclusively or according to the focus of their use:

- (a) agreements for the sale of new, demonstration or used vehicles sold under the brands specified in lit. F of the Preamble to this Hive-down Agreement to end customers (including employees of Daimler AG or its affiliated companies);
- (b) agreements with Daimler Financial Services AG or its affiliated companies relating to leasing and service agreements concluded by them for new or used vehicles sold under the brands specified in lit. F of the Preamble to this Hive-down Agreement;
- (c) repurchase agreements for vehicles in connection with a "Plus3 financing", the expiry of an external lease or a free purchase;
- (d) vouchers for services, accessories, products and other services of Daimler AG and its affiliated companies;
- (e) agreements for the granting of volume-based discounts or other direct or indirect price reductions on the purchase of certain services, accessories or products of Daimler AG or its affiliated companies;
- (f) Applications by partners of Daimler AG for the granting of special conditions, in particular special discounts, which are submitted and decided on via the "Special Business Tool", and
- (g) agreements and other declarations by Daimler AG with regard to the allocation, deletion or modification of customer discount codes (CDC) in connection with the conclusion of customer-specific discount agreements.

To the extent the agreements or other legal relationships of these categories do not exclusively concern the Trucks & Buses Division and are to be allocated to this Division

according to the focus of their use, the provisions in Clause 35.8(a) shall apply accordingly.

35.5 The Trucks & Buses Hive-down Assets shall further include the following agreements and other legal relationships to be allocated to the Trucks & Buses Division that are managed by the Treasury Group function (hereinafter the "**Treasury Agreements Trucks & Buses**"):

- (a) Loan agreements between Daimler AG and the European Investment Bank relating to the Trucks & Buses Division (the "**EIB Loan Agreements Trucks & Buses**");
- (b) forfaiting, factoring and reverse factoring agreements (e.g. supply chain finance) for receivables from supply or performance agreements or liabilities from purchase agreements of the Trucks & Buses Division and related agreements with banks, financial institutions and other third parties;
- (c) suretyships, guarantees and other securities in favor of Daimler AG as collateral for current or future claims of the Trucks & Buses Division that are transferred to Daimler Truck AG;
- (d) insurance cover for trade credit insurance and government export credit insurance (e.g. Euler Hermes) for current or future claims of the Trucks & Buses Division transferred to Daimler Truck AG and all agreements and declarations by Daimler AG relating thereto;
- (e) agreements and declarations made by Daimler AG to government export credit insurers and financing banks within the framework of financial credit cover in connection with supply or performance agreements of the Trucks & Buses Division, if the respective supply or performance agreements are transferred from Daimler AG to Daimler Truck AG;
- (f) investment guarantees of the Federal Republic of Germany in favor of Daimler AG for Equity Interests Trucks & Buses;
- (g) suretyships, guarantees and other liability declarations of Daimler AG in favor of a Daimler Financial Services company to secure liabilities of third parties in connection with supply or performance agreements of the Trucks & Buses Division (the "**Financial Services Risk Sharing Agreements Trucks & Buses**"), and
- (h) extensions of payment periods and deferral agreements with regard to trade receivables in accordance with Clause 31.1(a).

This shall include, in particular, the Treasury Agreements Trucks & Buses to be allocated to the Trucks & Buses Division listed in **Annex 35.5a** in a structure according to the specified categories. In addition, the Trucks & Buses Hive-down Assets shall also

include all rights and obligations from the bank and account agreements with regard to the accounts listed in **Annex 35.5b** (the "**Industrial Accounts Trucks & Buses**").

- 35.6 The Trucks & Buses Hive-down Assets shall further include all legal positions arising from procurements subject to public tender regulations to be allocated to the Trucks & Buses Division.
- 35.7 The following shall not be included in the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG:
- (a) agreements and other legal relationships, rights or obligations which, in addition to the Trucks & Buses Division, also relate to business activities remaining with Daimler AG (including Daimler Financial Services) or which, for other reasons, are to continue to be administered by Daimler AG, in particular those agreements allocated to Daimler AG in the DCR and listed in **Annex 16.7(a)** with the agreement number assigned to them, also including such agreements that are not transferred to Daimler Truck AG due to transfer restrictions,
 - (b) claims for damages under antitrust law against suppliers and agreements concluded in connection therewith (e.g. waiver of limitation or settlement agreements), including the further rights arising from these agreements,
 - (c) the Trust Agreement 'old bAV' and the Trust Agreement 'new bAV' between Daimler AG and Daimler Pension Trust e.V. (as defined in Clause 15.1) as well as the Trust Agreement 'Future Capital' between Daimler AG and Allianz Treuhand GmbH (as defined in Clause 15.1),
 - (d) all D&O insurance agreements of Daimler AG with the contract numbers Y551511580, Y551513898, Y551513638, Y551514954, Y551515137 for the benefit of its members of corporate bodies and executive employees as well as for the benefit of the members of corporate bodies and executive employees of companies affiliated with Daimler AG, including the Equity Interests Trucks & Buses forming part of the Trucks & Buses Hive-down Assets, as well as the corporate protection agreement with the insurance policy number HV.KRG.8000666,
 - (e) all memberships and other legal positions and duties of Daimler AG towards associations, groups and organizations, as well as
 - (f) all framework agreements as well as engagements and advisory relationships with attorneys.
- 35.8 With regard to the following agreements and other legal relationships which are not to be allocated exclusively to the Trucks & Buses Division, the Parties make the further provisions set out below:
- (a) With regard to the agreements forming part of the Trucks & Buses Hive-down Assets pursuant to Clauses 35.1 sent. 4 and 35.3, which are not rental or lease

agreements, Daimler Truck AG and Mercedes-Benz AG shall consult each other as to whether the respective contractual partner is to be requested to amend these agreements or to conclude new agreements in such a way that in the future Daimler Truck AG and Mercedes-Benz AG are both entitled and obliged under the relevant agreement or each solely under its own agreement. Until the time of any change of the agreement, the rights and obligations arising from the agreements transferred pursuant to Clauses 35.1 sent. 4 and 35.3 shall, to the extent legally permissible, be exercised externally by Daimler Truck AG. Daimler Truck AG and Mercedes-Benz AG shall put each other in such positions internally that with effect as of the Hive-down Effective Date the rights and obligations arising from these agreements shall be allocated to Mercedes-Benz AG proportionally to the extent they are to be allocated to the Cars & Vans Division, unless the circumstances indicate otherwise. The provisions of this Clause 35.8(a) shall apply to all rights and obligations (i.e. both primary and secondary rights and obligations) arising out of or in connection with the agreement in question, including all opportunities and risks arising from related litigation or other proceedings.

- (b) With regard to the agreements not forming part of the Trucks & Buses Hive-down Assets pursuant to Clause 35.7(a), which are not rental or lease agreements, Daimler AG and Daimler Truck AG shall consult each other as to whether to request the respective contractual partner to amend these agreements not transferred or to conclude new agreements in such a way that in the future Daimler AG and Daimler Truck AG are both entitled and obliged under the relevant agreement or each solely under its own agreement. Until the time of any change of the agreement, the rights and obligations arising from the agreements remaining with Daimler AG shall continue to be exercised by Daimler AG in the external relationship. Daimler AG and Daimler Truck AG shall put each other in such positions internally that with effect as of the Hive-down Effective Date the rights and obligations arising from these agreements shall be allocated to Daimler Truck AG proportionally to the extent they are to be allocated to the Trucks & Buses Division, unless the circumstances indicate otherwise. The provisions of this Clause 35.8(b) shall apply to all rights and obligations (i.e. both primary and secondary rights and obligations) arising out of or in connection with the agreement in question, including all opportunities and risks arising from related litigation or other proceedings.

- 35.9 With regard to the claims and other rights not forming part of the Trucks & Buses Hive-down Assets pursuant to Clause 35.7(b), the parties shall put each other in such positions internally as if these claims and rights had been transferred – to the extent that they are to be allocated to the Trucks & Buses Division – to Daimler Truck AG with economic effect from the Hive-down Effective Date and Daimler AG shall act on behalf of Daimler Truck AG. Accordingly, Daimler Truck AG alone is entitled to all proceeds generated in connection with these claims and other rights to be allocated to the Trucks & Buses Division, and Daimler AG shall hold, manage and exploit these claims and other rights in its own name in relation to third parties, but exclusively on behalf of Daimler Truck AG. Daimler Truck AG may terminate this arrangement in writing at any time without notice. This shall not affect Daimler AG's right to issue instructions

under the control and profit and loss transfer agreement concluded between Daimler AG and Daimler Truck AG.

35.10 With regard to the rental and lease agreements transferred or not transferred to Daimler Truck AG under this Hive-down Agreement, the provisions set out below shall apply:

- (a) With regard to the rental and/or lease agreements forming part of the Trucks & Buses Hive-down Assets pursuant to Clause 35.3, (i) Daimler Truck AG and Daimler AG shall enter into the sub-lease agreements enclosed in **Annex 35.10(a)/1**, and (ii) Daimler Truck AG and Mercedes-Benz AG shall enter into the sub-lease agreements enclosed in **Annex 35.10(a)/2**.
- (b) With regard to the rental and/or lease agreements not included in the Trucks & Buses Hive-down Assets pursuant to Clause 35.7(a), Daimler AG and Daimler Truck AG shall enter into the sub-lease agreements enclosed in **Annex 35.10(b)**.
- (c) The Parties shall not be prevented by the sub-lease agreements referred to in the preceding lit. (a) and (b) to change or terminate the respective agreements and to regulate their relations by other agreements in the future.

35.11 With regard to Derivatives which pursuant to Clause 22.6(a)(vii) do not form part of the Trucks & Buses Hive-down Assets, Daimler AG and Daimler Truck AG agree that the Derivatives listed in **Annex 16.11** and the respective rights and obligations shall be transferred to Daimler Truck AG economically, but not with legal effect, in accordance with the distribution key laid down in Annex 16.11. Daimler Truck AG and Daimler AG shall put each other in such positions in their internal relationship as if all rights and obligations arising from the Derivatives listed in Annex 16.11 had already been transferred to Daimler Truck AG in accordance with the specified distribution key with effect as of the Hive-down Effective Date at the applicable fair value as at that date, which according to the parties' intent shall be equal to the acquisition costs. With regard to the rights and obligations arising from Bank Guarantees which pursuant to Clause 22.6(a)(iv) are not part of the Trucks & Buses Hive-down Assets, but relate to agreements or obligations of Daimler AG that are transferred to Daimler Truck AG, Daimler AG and Daimler Truck AG agree that the respective rights and obligations, to the extent they relate to the Trucks & Buses Division, shall be transferred to Daimler Truck AG in conjunction with these Bank Guarantees economically, but not with legal effect. In this respect, too, Daimler Truck AG and Daimler AG shall put each other in such positions in their internal relationship as if all rights and obligations of Daimler AG in relation to the aforementioned Bank Guarantees had been transferred to Daimler Truck AG with effect as of the Hive-down Effective Date. Clause 42.1 shall apply accordingly.

35.12 To the extent receivables and (certain as well as uncertain) liabilities from agreements and other legal relationships are recognized in the Trucks & Buses Accounting Groups, in the event of a deviation the allocation of these receivables and (certain as well as uncertain) liabilities to the Trucks & Buses Hive-down Assets made in this way shall

take precedence over the allocation of the underlying contractual or other legal relationships in the following manner:

- (a) Receivables and (certain as well as uncertain) liabilities recognized in the Trucks & Buses Accounting Groups and to be allocated to the Trucks & Buses Division shall form part of the Trucks & Buses Hive-down Assets even if the underlying contractual or other legal relationship does not form part of the Trucks & Buses Hive-down Assets;
- (b) Receivables and (certain as well as uncertain) liabilities not recognized in the Trucks & Buses Accounting Groups that are not be allocated to the Trucks & Buses Division do not form part of the Trucks & Buses Hive-down Assets even if the underlying contractual or other legal relationship forms part of the Trucks & Buses Hive-down Assets.

To the extent a receivable forms part of the Trucks & Buses Hive-down Assets pursuant to Clause 31.1, but the underlying contractual relationship is not transferred, and conversely to the extent a receivable is not transferred, but the underlying contractual relationship forms part of the Trucks & Buses Hive-down Assets pursuant to Clauses 35.1 to 35.6, the contracting party to whom the contractual relationship is allocated shall not change it or exercise rights under it in a manner that impairs the receivable allocated to the other contracting party.

36. Public law authorizations

- 36.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all rights and obligations of Daimler AG to be allocated to the Trucks & Buses Division arising from public law authorizations, in particular from approvals, permits, grantings, admissions, exemptions, certificates, concessions, allocations, notifications and similar authorizations as well as public law agreements and other public law orders, decrees, decisions, confirmations and other sovereign measures of any kind whatsoever. This shall also include public law authorizations which are conditional, limited in time or not yet fully effective, as well as those which supplement, change, extend, terminate or replace an authorization forming part of the Trucks & Buses Hive-down Assets.
- 36.2 The Trucks & Buses Hive-down Assets shall include, among other items, all rights and obligations of Daimler AG to be allocated to the Trucks & Buses Division arising from
 - (a) any and all public law authorizations for the plants subject to approval transferred to Daimler Truck AG under this Hive-down Agreement, including building permits, approvals under the Federal Immission Control Act (*Bundes-Immissionsschutzgesetz*) and plant-related approvals under water law,
 - (b) any and all domestic and foreign public-law authorizations with respect to products of Daimler AG and other property, plant and equipment as defined in Clause 28.1 transferred to Daimler Truck AG under this Hive-down Agreement,

- (c) national and foreign type approvals and all other official approvals and certifications of vehicles, systems, components, component groups and manufactured products,
- (d) declarations and notifications vis-à-vis the competent authorities relating to plants, machinery, items of plant and office equipment, products or components thereof and other property, plant and equipment as defined in Clause 28.1, and
- (e) public-law agreements with respect to the property, plant and equipment as defined in Clause 28.1 transferred to Daimler Truck AG under this Hive-down Agreement.

This shall include, in particular, the public-law authorizations that are allocated to the Trucks & Buses Division in the DCR and listed in **Annex 36.2** with the DCR ID assigned to them in the DCR. To the extent public-law authorizations are listed in Annex 36.2 that do not exclusively relate to the Trucks & Buses Division, the provisions in Clause 36.5 shall apply accordingly.

- 36.3 To the extent that public-law authorizations as defined in Clause 36.1 which are not already allocated elsewhere in this Hive-down Agreement to the Trucks & Buses Hive-down Assets or to the Cars & Vans Hive-down Assets, or which are expressly excluded from the transfer pursuant to Clause 36.7, relate not only to the Trucks & Buses Division, but also to the Cars & Vans Division or to the business activities remaining with Daimler AG, they shall form part of the Trucks & Buses Hive-down Assets if they are to be allocated primarily to the Trucks & Buses Division. To the extent the public-law authorizations do not primarily serve the Trucks & Buses Division, they shall not form part of the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG.
- 36.4 With regard to the public-law authorizations forming part of the Trucks & Buses Hive-down Assets, Daimler AG and Daimler Truck AG shall agree on the necessary procedural steps for the implementation of the transfer of these authorizations and for the assumption of all associated obligations, and shall agree on a procedure that is economically acceptable and reasonable for both sides.
- 36.5 With regard to the public-law authorizations forming part of the Trucks & Buses Hive-down Assets pursuant to Clause 36.3 sent. 1, the rights and obligations arising from the transferred public-law authorizations shall be exercised externally by Daimler Truck AG. Daimler Truck AG shall put Daimler AG and Mercedes-Benz AG, respectively, in such position in their internal relationship that the rights and obligations arising from these public-law authorizations accrue to Daimler AG and Mercedes-Benz AG, respectively, on a *pro rata* basis, i.e. to the extent allocatable to the business activities remaining with Daimler AG or the Cars & Vans Division. With regard to these public law authorizations, the Parties shall agree on the necessary procedural steps for the implementation of the compensation in their internal relationship and agree on a procedure that is economically acceptable and reasonable for all sides.

- 36.6 With regard to public law authorizations within the meaning of Clause 36.3 sent. 2 which, in addition to the Trucks & Buses Division, primarily relate to business activities remaining with Daimler AG, the rights and obligations arising from the authorizations remaining with Daimler AG shall continue to be exercised externally by Daimler AG. Daimler AG and Daimler Truck AG shall put each other in such positions internally as if the public law authorizations had been transferred to Daimler Truck AG to the extent necessary for its operations. Within the internal relationship, the rights and obligations arising from these authorizations shall accrue to Daimler Truck AG on a *pro rata* basis, i.e. to the extent allocatable to the Trucks & Buses Division. With regard to these public law authorizations, Daimler AG and Daimler Truck AG shall agree on the necessary procedural steps for the implementation of the compensation in their internal relationship and agree on a procedure that is economically acceptable and reasonable for all sides. The foregoing sentences of this Clause 36.6 shall not apply if holding of the authorizations is necessary for the operational functioning and legal permissibility of the economic operations of Daimler Truck AG and Daimler Truck AG therefore will acquire or has acquired the authorizations itself.
- 36.7 Public-law authorizations to be allocated to the Trucks & Buses Division which relate to an enterprise, are personal or activity-related shall not form part of the Trucks & Buses Hive-down Assets and, accordingly, shall not be transferred to Daimler Truck AG, as is the case with authorizations whose transfer is excluded by law, in particular the authorizations listed in **Annex 36.7** with the DCR ID assigned to them in the DCR. This shall include all rights and obligations of Daimler AG arising from
- (a) certifications of management systems,
 - (b) official registrations of the appointment of officers, responsible persons and authorized representatives,
 - (c) water law permits, permits and authorizations for the use of water bodies and the discharge of waste water containing dangerous substances into public sewage systems, to the extent the requirements of any legal successorships are not fulfilled,
 - (d) notifications under waste law, permits, identification numbers, proofs of disposal, findings with regard to recycling and tender obligations, exemptions from obligations to keep records or registers,
 - (e) recognition as a plant fire brigade and workshop for the performance of exhaust gas inspections and safety tests as well as from workshop cards,
 - (f) the notifications of a trade and from trade registrations as well as from permits under the Restaurant Act (*Gaststättengesetz*),
 - (g) permits under the Weapons Act (*Waffengesetz*), approvals to set up a central procurement office under the Pharmaceuticals Act (*Arzneimittelgesetz*) and from notifications and approvals under the Explosives Act (*Sprengstoffgesetz*),

the X-Ray Ordinance (*Röntgenverordnung*) and the Radiation Protection Ordinance (*Strahlenschutzverordnung*),

- (h) permits under the Energy Tax Act (*Energiesteuergesetz*) and approved monitoring plans under the Greenhouse Gas Emissions Trading Act (*Treibhausgas-Emissionshandelsgesetz*), and
- (i) aviation law approvals as a known consignor and foreign trade approvals within the scope of simplified customs declarations.

36.8 To the extent that the public law authorizations as defined in Clause 36.1 that are required for the operational functioning and legal permissibility of the economic operations are not transferable or the transfer of the authorizations is excluded by law and the authorizations therefore do not form part of the Trucks & Buses Hive-down Assets pursuant to Clause 36.7, Daimler AG shall support Daimler Truck AG in obtaining these authorizations itself. The same shall apply accordingly to the extent such public law authorizations do not primarily serve the Trucks & Buses Division and do not form part of the Trucks & Buses Hive-down Assets pursuant to Clause 36.3 sent. 2.

37. Grants

37.1 Unless otherwise expressly stipulated in this Hive-down Agreement, the Trucks & Buses Hive-down Assets shall include all receivables, rights and obligations arising from subsidies, state aid, sponsorship, financial aid, allowances, benefits and other state grants to be allocated to the Trucks & Buses Division. This shall also include grants which are conditional, limited in time or not yet fully effective, as well as those which supplement, change, extend, terminate or replace a grant forming part of the Trucks & Buses Hive-down Assets.

37.2 The Trucks & Buses Hive-down Assets shall include, among other items, all receivables, rights and obligations of Daimler AG to be allocated to the Trucks & Buses Division arising from

- (a) EU research funding based on standardized agreement templates, so-called Model Grant Agreements,
- (b) national research funding at federal level, and
- (c) other grants, including non-EU foreign grants.

This shall include, in particular, the grants that are allocated to the Trucks & Buses Division in the DCR and listed in **Annex 37.2** with the DCR ID assigned to them in the DCR. To the extent grants are listed in Annex 37.2 that do not exclusively relate to the Trucks & Buses Division, the provisions in Clause 37.5 shall apply accordingly.

37.3 To the extent that grants as defined in Clause 37.1 which are not already allocated elsewhere in this Hive-down Agreement to the Trucks & Buses Hive-down Assets or to the Cars & Vans Hive-down Assets, or which are expressly excluded from the transfer

pursuant to Clause 37.7, relate not only to the Trucks & Buses Division, but also to the Cars & Vans Division or to the business activities remaining with Daimler AG, they shall form part of the Trucks & Buses Hive-down Assets if they are to be allocated primarily to the Trucks & Buses Division. To the extent the grants do not primarily serve the Trucks & Buses Division, they shall not form part of the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG.

- 37.4 With regard to the grants forming part of the Trucks & Buses Hive-down Assets, Daimler AG and Daimler Truck AG shall agree on the necessary procedural steps for the implementation of the transfer of these grants and for the assumption of all associated obligations, and shall agree on a procedure that is economically acceptable and reasonable for both sides.
- 37.5 With regard to the grants forming part of the Trucks & Buses Hive-down Assets pursuant to Clause 37.3 sent. 1, the rights and obligations arising from the transferred grants shall be exercised externally by Daimler Truck AG. Daimler Truck AG shall put Daimler AG and Mercedes-Benz AG, respectively, in such position in their internal relationship that the receivables, rights and obligations arising from these grants accrue to Daimler AG and Mercedes-Benz AG, respectively, on a *pro rata* basis, i.e. to the extent allocatable to the business activities remaining with Daimler AG or the Cars & Vans Division. With regard to these grants, the Parties shall agree on the necessary procedural steps for the implementation of the compensation in their internal relationship and agree on a procedure that is economically acceptable and reasonable for all sides.
- 37.6 With regard to grants within the meaning of Clause 37.3 sent. 2 which, in addition to the Trucks & Buses Division, primarily relate to business activities remaining with Daimler AG, the rights and obligations arising from the grants remaining with Daimler AG shall continue to be exercised externally by Daimler AG. Daimler AG and Daimler Truck AG shall put each other in such positions internally as if the grants had been transferred to the necessary extent. Within the internal relationship, the receivables, rights and obligations arising from these grants shall accrue to Daimler Truck AG on a *pro rata* basis, i.e. to the extent allocatable to the Trucks & Buses Division. With regard to these grants, Daimler AG and Daimler Truck AG shall agree on the necessary procedural steps for the implementation of the compensation in their internal relationship and agree on a procedure that is economically acceptable and reasonable for both sides.
- 37.7 Any and all receivables, rights and obligations of Daimler AG arising from grants which are tied to personal requirements which Daimler Truck AG does not fulfil shall not form part of the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG.

38. Litigation and legal proceedings

- 38.1 The Trucks & Buses Hive-down Assets shall include all litigation and legal proceedings relating to Assets forming part of the Trucks & Buses Hive-down Assets or otherwise to be allocated exclusively to the Trucks & Buses Division, in particular (i) civil proceedings (including dunning proceedings, independent evidence proceedings, proceedings

for injunctive relief and foreclosure proceedings) and arbitration proceedings, (ii) administrative proceedings (including all official proceedings and investigations) and proceedings before administrative courts, (iii) other procedural legal relationships, (iv) procedural legal positions vis-à-vis third parties, (v) contractual agreements with third parties regarding the recognition and/or implementation of the results of such proceedings or the assertion of rights reserved for the parties to the proceedings, as well as (vi) enforceable titles from dunning procedures and other procedural legal relationships that have been finally concluded at the Consummation Date, irrespective in each case of whether Daimler AG is involved as a party or in any other way, and including the rights and obligations of Daimler AG asserted in each case in these litigation and procedural relationships. The material litigation and procedural relationships forming part of the Trucks & Buses Hive-down Assets are listed in **Annex 38.1** by means of a file number from the internal file management system of Daimler AG.

- 38.2 To the extent that under the provisions of the relevant applicable procedural rules the complete transfer of the status as a party from Daimler AG to Daimler Truck AG depends on other circumstances (such as the consent of other parties to the proceedings), Daimler AG and Daimler Truck AG shall agree on whether they will endeavor to ensure that such circumstances occur and that there is a change of party or participant.
- 38.3 If there is neither a statutory nor a voluntary change of party or participant in the litigation and procedural relationships forming part of the Trucks & Buses Hive-down Assets pursuant to Clause 38.1, Daimler AG shall continue to conduct all litigation and procedural relationships initially without such continuation putting into doubt the transfer of rights and obligations under this Hive-down Agreement. Daimler AG and Daimler Truck AG shall put each other in such positions internally as if the litigation and procedural relationships had been transferred as of the Hive-down Effective Date. In this regard, Daimler AG shall continue the proceedings in accordance with the requirements stipulated by Daimler Truck AG. Daimler AG shall not conduct any procedural acts (in particular, settlement, waiver, acknowledgement, confession, withdrawal or amendment of actions) without the prior consent of Daimler Truck AG. This shall not affect Daimler AG's right to issue instructions under the control and profit and loss transfer agreement concluded between Daimler AG and Daimler Truck AG. Daimler Truck AG shall indemnify Daimler AG against all liabilities and costs arising from these proceedings, including those arising from the retaining of legal counsel or advisers. The expenses incurred by Daimler AG in conducting the proceedings shall be reimbursed by Daimler Truck AG.

39. Personal assets

- 39.1 Irrespective of the consequences described in sections 52 et seqq. of the hive-down for the employees, the Trucks & Buses Hive-down Assets shall include the employment relationships, including all rights and obligations resulting therefrom, with all employees of Daimler AG who
- (a) were allocated to the Trucks & Buses Division on the Hive-down Effective Date (hereinafter the "**Employees Trucks & Buses**"), or

- (b) are allocated to the Trucks & Buses Division in the period from the Hive-down Effective Date to the Consummation Date (hereinafter the "**New Employees Trucks & Buses**"),

in each case to the extent that the employees referred to in lit. (a) and (b) continue to be allocated to the Trucks & Buses Division at the Consummation Date and do not object to the transfer of their employment relationship pursuant to § 613a para. 6 BGB (collectively the "**Transferred Employees Trucks & Buses**"). The Group identification numbers of the Employees Trucks & Buses are specified in **Annex 39.1**. The list shall be updated up to the Consummation Date and shall contain as of the Consummation Date the Group identification numbers of the Transferred Employees Trucks & Buses (subject to any valid objections declared pursuant to § 613a para. 6 BGB after the Consummation Date). In the event of an employee's objection pursuant to § 613a para. 6 BGB and in the event of a change of an employee to a functional area to be allocated to Daimler AG or Daimler Truck AG, Clause 48 shall govern the economic compensation in the internal relationship between the Parties.

- 39.2 The Trucks & Buses Hive-down Assets shall also include all rights and obligations arising from terminated employment relationships with Employees Trucks & Buses and New Employees Trucks & Buses whose employment relationships have ended or will end in the period between the Hive-down Effective Date and the Consummation Date and which were allocated to the Trucks & Buses Division at the time of their leaving the company (the "**Former Employees Trucks & Buses**"). Until the Consummation Date, the Former Employees Trucks & Buses shall be included in a list corresponding to the structure of Annex 39.1.
- 39.3 The Trucks & Buses Hive-down Assets shall also include all rights and obligations from terminated employment relationships with employees who left the company before the Hive-down Effective Date and who were allocated to the Trucks & Buses Division at the time of their leaving the company.
- 39.4 The Trucks & Buses Hive-down Assets shall also include all other agreements and other legal relationships associated with the employment relationships of the Transferred Employees Trucks & Buses and with the terminated employment relationships of the Former Employees Trucks & Buses.
- 39.5 The transfer of pension obligations as well as obligations from partial retirement and long-term accounts and the transfer of the related security is regulated separately in Clause 34. These provisions in Clause 34 shall remain unaffected.

40. Other Assets of the Trucks & Buses Division

- 40.1 The Trucks & Buses Hive-down Assets shall also include the items from the vehicle collection at MS/MCA booked on the accounts of the Trucks & Buses Accounting Groups specified in Annex 28.1.

- 40.2 The company- and product-related archival records of MS/MCA described in Clause 21.2 shall not be included in the Trucks & Buses Hive-down Assets and shall therefore not be transferred to Daimler Truck AG.
- 40.3 With regard to the company- and product-related archival records of MS/MCA that do not form part of the Trucks & Buses Hive-down Assets, Daimler AG grants Daimler Truck AG a right of inspection and use, to the extent that Daimler Truck AG requires these within the scope of its business activities and Daimler AG's legitimate interests do not contradict the inspection and use by Daimler Truck AG.

IV. Modalities and further agreements in connection with the transfer of the Hive-down Assets

41. Consummation

- 41.1 The transfer of the Cars & Vans Hive-down Assets and of the Trucks & Buses Hive-down Assets shall take place with effect *in rem* at the point in time of the registration of the hive-down in the commercial register of Daimler AG (the "**Consummation Date**").
- 41.2 Possession of the movable and immovable property forming of the respective Hive-down Assets shall pass to the respective acquiring legal entity at the Consummation Date. To the extent that any property included in the hive-down is in the possession of third parties, the relevant claim for surrender shall also form part of the Hive-down Assets.
- 41.3 At the Consummation Date, Mercedes-Benz AG and Daimler Truck AG shall receive all documents attributable to or kept by Daimler AG in connection with the Cars & Vans Division and the Trucks & Buses Division, in particular contract and approval documents, operating regulations, design and construction plans, operating manuals and personnel documents (hereinafter the "**Business Documents**"). Mercedes-Benz AG and Daimler Truck AG shall also receive all deeds and instruments required to assert the respective rights transferred to them. Mercedes-Benz AG and Daimler Truck AG shall keep the books and other records on behalf of Daimler AG within the statutory retention periods and ensure that Daimler AG can inspect these Business Documents and make copies. Business and company secrets shall be treated confidentially and any other statutory requirements, in particular under data protection law, shall be observed. Mercedes-Benz AG and Daimler Truck AG shall grant each other rights of inspection and use with regard to the respective Business Documents transferred to them, provided that the Business Documents also relate to the respective other division and the inspection and use are necessary in the ordinary course of business. The Parties shall coordinate the practical handling of the Business Documents and take appropriate measures regarding the handling of Business Documents in the interest of all Parties.

42. Additions and retirements before the Consummation Date

- 42.1 The extent of the Asset transfer shall be determined by the scope of the Hive-down Assets at the Consummation Date. The additions and retirements of Assets during the period up to the Consummation Date shall be taken into account in the transfer. Accordingly, unless otherwise expressly stipulated in this Hive-down Agreement, the respective Hive-down Assets shall also include those Assets to be allocated to the Cars & Vans Division or, respectively, to the Trucks & Buses Division according to their origin and purpose which were acquired by the Cars & Vans Division or the Trucks & Buses Division or came into existence in the respective Division in the period up to the Consummation Date. In particular, this shall apply to all Assets included in the Cars & Vans or Trucks & Buses Accounting Groups, respectively, as from the Hive-down Effective Date and all Assets resulting from actions of employees of the Cars & Vans or Trucks & Buses Divisions or from other legal actions expressly or impliedly conducted on behalf of the respective Division as from the Hive-down Effective Date. This shall also apply in the event of an increase in an equity interest by way of a capital increase or the acquisition of interests from a co-shareholder/partner. Accordingly, those Assets to be allocated to the Cars & Vans Division or the Trucks & Buses Division under this Hive-down Agreement that are sold or otherwise transferred in the period up to the Consummation Date or no longer exist at that point in time shall not be transferred to Mercedes-Benz AG or Daimler Truck AG, respectively. In their place, the surrogates *in rem* or under the law of obligations existing at the Consummation Date shall form part of the respective Hive-down Assets. Surrogates *in rem* or under the law of obligations of such Assets that do not form part of the Hive-down Assets under this Hive-down Agreement shall not be transferred to Mercedes-Benz AG or Daimler Truck AG, respectively.
- 42.2 Credit balances or overdrafts on the Industrial Accounts Cars & Vans or, respectively, the Industrial Accounts Trucks & Buses that are withdrawn or added by cash pooling between the Hive-down Effective Date and the Consummation Date shall be credited or debited to the respective intercompany account of Mercedes-Benz AG or of Daimler Truck AG, respectively, at the Consummation Date.
- 42.3 The Parties undertake to record additions and retirements to and from the Hive-down Assets from the Hive-down Effective Date until the Consummation Date for evidence purposes and to update the Annexes to this Hive-down Agreement (drawn up as per the Hive-down Effective Date) and the underlying statements as well as the Cars & Vans and Trucks & Buses Accounting Groups.
- 42.4 The above provisions shall apply accordingly to changes in the scope of use of Asset items.

43. Expectant rights, claims for surrender and joint ownership

To the extent that the Hive-down Assets are subject to the retention of title of third parties at the Consummation Date or Daimler AG has transferred ownership of them to third parties as security, the Hive-down Assets shall include all rights and obligations to which Daimler AG is entitled in connection therewith, including expectant rights and

claims for surrender. To the extent that the Hive-down Assets are held in joint ownership at the Consummation Date, the joint ownership share of Daimler AG shall be included in the Hive-down Assets.

44. Obstacles to transfer and fall-back clause

- 44.1 To the extent that individual Assets or other rights and obligations that are to be transferred to Mercedes-Benz AG or Daimler Truck AG under this Hive-down Agreement are not transferred or are not transferred to the extent provided for by operation of law upon registration of the hive-down, Daimler AG shall transfer these Assets and other rights and obligations separately to Mercedes-Benz AG or Daimler Truck AG, respectively, in accordance with the provisions applicable in each case and with the proviso that the transfer takes place in their internal relationship with effect as of the Hive-down Effective Date. Mercedes-Benz AG and Daimler Truck AG undertake to consent to such separate transfer. In the event that in the external relationship a transfer to Mercedes-Benz AG or Daimler Truck AG is not possible or only possible with disproportionately high efforts or not appropriate, the Parties shall put each other in a position in the internal relationship as if in the external relationship the transfer had also taken place as of the Hive-down Effective Date. In both cases, Mercedes-Benz AG or Daimler Truck AG, respectively, shall bear the economic burden and receive the economic benefit of the respective item from the Hive-down Effective Date. Daimler AG shall grant to Mercedes-Benz AG or Daimler Truck AG, respectively, all necessary and legally permissible powers of attorney to represent the former with regard to the item not transferred and particularly to assert the rights that pursuant to this Hive-down Agreement are to be transferred to Mercedes-Benz AG or Daimler Truck AG, respectively, on behalf of Daimler AG. To the extent that Mercedes-Benz AG or Daimler Truck AG is unable to exercise a legal position with external effect, Daimler AG shall act on behalf of Mercedes-Benz AG or Daimler Truck AG, respectively, with the consequence that expenses and income in connection with the item that has not been transferred will be exclusively attributable to Mercedes-Benz AG or Daimler Truck AG, respectively.
- 44.2 To the extent that the transfer of individual Assets or of other rights and obligations or the accession to contractual agreements requires the consent of third parties or a public law approval or other legal act, the Parties shall endeavor to procure such consent, approval or act. If the consent or approval cannot be obtained or can only be obtained at a disproportionately high expense, the provisions of Clause 44.1 sent. 3 to 6 shall apply accordingly in the internal relationship between the Parties.
- 44.3 To the extent that individual Assets or other rights and obligations are not to be transferred under this Hive-down Agreement, but are transferred for legal reasons, in particular because they have been mistakenly allocated to the Cars & Vans Division or the Trucks & Buses Division, the relevant acquiring legal entity shall be obliged to retransfer the Assets or other rights or, if applicable, to indemnify Daimler AG; Daimler AG shall be obliged to consent to the retransfer or, if applicable, indemnify the relevant acquiring legal entity. In this context, the Parties shall take all necessary or expedient measures and cooperate in all necessary or expedient legal acts to retransfer the Assets back to Daimler AG. If an inadvertent misallocation to a division is discovered be-

fore the Consummation Date, the Parties shall be entitled to correct such inadvertent misallocation by mutual agreement before the Consummation Date. In their internal relationship, the Parties shall put each other in such positions as if the Assets specified in sentence 1 had not been transferred.

- 44.4 Clause 44.3 shall apply accordingly to the extent that individual Assets that are to be allocated to the Cars & Vans Division or the Trucks & Buses Division and should therefore have been transferred to Mercedes-Benz AG or Daimler Truck AG under this Hive-down Agreement have been mistakenly allocated to the wrong acquiring legal entity or have been transferred to the wrong acquiring legal entity for other legal reasons. With regard to the Assets retransferred to Daimler AG pursuant to this Clause 44.4, Clause 44.1 shall apply accordingly.
- 44.5 If the interpretation of this Hive-down Agreement, including its Annexes, does not facilitate the determination of which party is to be allocated an Asset, Daimler AG shall decide on the allocation in accordance with § 315 BGB.
- 44.6 By means of the above provisions, it is intended to effect at least the transfer of beneficial ownership within the meaning of § 39 para. 2 no. 1 sent. 1 AO (German Tax Code – *Abgabenordnung*) in respect of the items of the respective Hive-down Assets as allocated to Mercedes-Benz AG or Daimler Truck AG, respectively, under this Hive-down Agreement.

45. General duties to cooperate

- 45.1 The Parties shall make all declarations, execute all deeds and perform any other acts that may still be necessary or appropriate in connection with the transfer of the Hive-down Assets.
- 45.2 In official proceedings, in particular tax field audits and tax-related and other legal disputes concerning the Hive-down Assets, the Parties shall render support to each other. In particular, they shall provide to each other any and all information and documents that are necessary or appropriate to meet tax-related or other administrative requirements or to provide evidence to tax authorities or any other authorities or courts, and shall mutually work towards providing appropriate support through their employees.

46. Future intra-group relationships

- 46.1 With economic effect from the Hive-down Effective Date, Daimler AG shall continue to provide the goods and services previously provided within Daimler AG for the Mercedes-Benz Cars and Mercedes-Benz Vans divisions and for the Daimler Trucks and Daimler Buses divisions – to the extent they are not discontinued by mutual consent – or, to the extent the relevant goods and services are provided by subsidiaries of Daimler AG, shall ensure that the subsidiaries continue to provide the relevant goods and services. Mercedes-Benz AG and Daimler Truck AG shall accept the goods and services.

- 46.2 With economic effect from the Hive-down Effective Date, Mercedes-Benz AG shall continue to provide the goods and services previously provided within Daimler AG to other divisions or functional departments by the departments of Mercedes-Benz Cars and Mercedes-Benz Vans forming part of the Cars & Vans Hive-down Assets or by other divisions which are allocated for the first time to the Cars & Vans Division in the course of the hive-down – to the extent they are not discontinued by mutual agreement. Daimler AG and Daimler Truck AG shall accept the goods and services.
- 46.3 With economic effect from the Hive-down Effective Date, Daimler Truck AG shall continue to provide the goods and services previously provided within Daimler AG to other divisions or functional departments by the departments of Daimler Trucks and Daimler Buses forming part of the Trucks & Buses Hive-down Assets or by other divisions which are allocated for the first time to the Trucks & Buses Division in the course of the hive-down – to the extent they are not discontinued by mutual agreement. Daimler AG and Mercedes-Benz AG shall accept the goods and services.
- 46.4 The Parties shall agree on provisions for the supply and service relationships described in this Clause 46 by concluding appropriate agreements in accordance with the requirements applicable within the Daimler Group. In this regard, the Parties shall not be prevented from making further arrangements in the future regarding the structure of their supply and service relationships.

47. Protection of creditors and internal compensation

- 47.1 To the extent that no other distribution of burdens and liabilities derives from this Hive-down Agreement, the following provisions shall apply.
- 47.2 If and to the extent that Daimler AG is held liable based on the provisions in § 133 UmwG or any other domestic or foreign provisions by creditors for obligations which under the provisions of this Hive-down Agreement are intended to be transferred to Mercedes-Benz AG or Daimler Truck AG, respectively, or is held liable for liabilities under future statutory obligatory relationships which arise in connection with previous or future business activities of the Cars & Vans Division or the Trucks & Buses Division (including a possible liability of Daimler AG as quasi-manufacturer for the products manufactured by Mercedes-Benz AG or Daimler Truck AG, respectively), Mercedes-Benz AG or Daimler Truck AG, respectively, shall indemnify Daimler AG on first demand with regard to the relevant obligation. The same shall apply in case Daimler AG is held liable by such creditors for granting security.
- 47.3 Conversely, if and to the extent that Mercedes-Benz AG or Daimler Truck AG is held liable by creditors based on the provisions of § 133 UmwG or other domestic or foreign provisions for obligations that are not intended to be transferred to Mercedes-Benz AG or Daimler Truck AG under this Hive-down Agreement, but are to remain with Daimler AG, or is held liable for obligations arising from future statutory obligations that arise in connection with the past or future business activities of the functional areas remaining with Daimler AG (including any liability for allegedly incorrect capital market information by Daimler AG in connection with information relating to the Cars & Vans Division or the Trucks & Buses Division, respectively), Daimler AG shall indemnify Mer-

cedes-Benz AG or Daimler Truck AG, respectively, on first demand with regard to the relevant obligation. The same shall apply in case Mercedes-Benz AG or Daimler Truck AG, respectively, is held liable by such creditors for granting security.

- 47.4 If and to the extent that Mercedes-Benz AG or Daimler Truck AG, respectively, are held liable by creditors on the basis of the provisions of § 133 UmwG or other domestic or foreign provisions for obligations that in accordance with the provisions of this Hive-down Agreement are intended to be transferred to the respective other acquiring legal entity, or if they are held liable for obligations arising from future statutory obligations that arise in connection with the past or future business activities of the division hived down to the respective other acquiring legal entity, Mercedes-Benz AG and Daimler Truck AG shall mutually indemnify each other upon first demand with regard to the respective obligation. The same shall apply in case Mercedes-Benz AG or Daimler Truck AG, respectively, is held liable by such creditors for granting security.

48. Economic compensation in the case of objecting employees as well as of changing employee allocations

- 48.1 If Employees Cars & Vans or New Employees Cars & Vans or Employees Trucks & Buses or New Employees Trucks & Buses object to the transfer of their employment relationship pursuant to § 613a para. 6 BGB, Mercedes-Benz AG or Daimler Truck AG, respectively, shall indemnify Daimler AG against all reasonable costs or expenses incurred by Daimler AG from the Hive-down Effective Date due to these objecting employees, provided and for as long as such employees continue to work for Mercedes-Benz AG or Daimler Truck AG, respectively. This includes the remuneration of the objecting employees, all other personnel expenses relating to the employment relationship as well as the costs and expenses of an early termination of the employment relationship (e.g. due to partial retirement).
- 48.2 In addition to the indemnity provided for in Clause 48.1, Mercedes-Benz AG and Daimler Truck AG shall indemnify Daimler AG, at Daimler AG's request, with regard to the payment to DPT of the funds provided under the Trust Agreement 'old bAV' to further secure the pension obligations of the objecting employees specified in Clause 48.1, to the respective extent to which Daimler AG increases the securities and thus the coverage ratio under the Trust Agreement 'old bAV' of Daimler AG, provided that and for as long as such objecting employees continue to work for Mercedes-Benz AG or Daimler Truck AG, respectively, or have retired in this working capacity, and for as long as they continue to receive pension benefits from Daimler AG thereunder. To the extent that Mercedes-Benz AG and Daimler Truck AG pay funds to DPT for the Trust Assets 'old bAV' due to the obligation to indemnify Daimler AG, and to the extent that these funds are definitely not required to meet the pension obligations of the objecting employees, these funds shall be returned by Daimler AG to Mercedes-Benz AG and Daimler Truck AG, provided that Daimler AG has a retransfer claim against DPT and this retransfer claim has been fulfilled by DPT.
- 48.3 To the extent that in the period from the Hive-down Effective Date to the Consummation Date Employees Cars & Vans or Employees Trucks & Buses transfer to a functional area remaining with Daimler AG, the Parties shall economically put each other in such

positions internally as if the respective employment relationship, including all related rights and obligations, had initially existed with Mercedes-Benz AG or Daimler Truck AG, respectively, on the Hive-down Effective Date and then again with Daimler AG from the time of the transfer. Conversely, to the extent that employees assigned to a functional area remaining with Daimler AG on the Hive-down Effective Date transfer to the Cars & Vans Division or the Trucks & Buses Division in the period between the Hive-down Effective Date and the Consummation Date, the Parties shall economically put each other in such positions internally as if the respective employment relationship, including all related rights and obligations, had only existed with Mercedes-Benz AG or Daimler Truck AG, respectively, from the date of the transfer. The same shall apply if (i) employees are newly hired or their employment relationship is transferred to Daimler AG in the period after the Hive-down Effective Date and (ii) a change takes place until the Consummation Date.

- 48.4 To the extent that in the period from the Hive-down Effective Date to the Consummation Date Employees Cars & Vans transfer to the Trucks & Buses Division or that in the period from the Hive-down Effective Date to the Consummation Date Employees Trucks & Buses transfer to the Cars & Vans Division, Mercedes-Benz AG and Daimler Truck AG shall economically put each other in such positions internally as if the respective employment relationship, including all related rights and obligations, had initially existed with Mercedes-Benz AG or Daimler Truck AG, respectively, on the Hive-down Effective Date and then with the respective other acquiring legal entity from the time of the transfer. The same shall apply if (i) employees are newly hired or their employment relationship is transferred to Daimler AG in the period after the Hive-down Effective Date and (ii) a change takes place until the Consummation Date.
- 48.5 The above Clauses 48.3 and 48.4 shall apply accordingly if, in the period from the Hive-down Effective Date to the Consummation Date, employees transfer several times between a functional division remaining with Daimler AG, the Cars & Vans Division and/or the Trucks & Buses Division, i.e. the Parties shall put each other in such positions economically as if the respective employment relationship, including all rights and obligations, had existed with that legal entity whose division the employee is allocated to in the respective period.

49. Exclusion of claims

Any claims and rights of the Acquiring Entities against Daimler AG based on the condition and existence of the items transferred by Daimler AG pursuant to this Hive-down Agreement as well as of the Hive-down Assets as a whole, regardless of their nature and regardless of the legal basis, shall herewith be expressly excluded, to the extent legally permissible. This shall also apply, in particular, to claims arising from pre-contractual or contractual breaches of duty and breaches of statutory obligations.

V. Consideration and capital measures

50. Granting of no-par value shares and capital measures

- 50.1 As consideration for the transfer of the Cars & Vans Hive-down Assets to Mercedes-Benz AG in accordance with the provisions of this Hive-down Agreement, Daimler AG as sole shareholder of Mercedes-Benz AG shall receive 999,950,000 new no-par value registered shares of Mercedes-Benz AG (each one "**New Mercedes-Benz Share**" and collectively the "**New Mercedes-Benz Shares**"). To implement the hive-down, Mercedes-Benz AG will therefore increase its share capital by EUR 999,950,000. Each New Mercedes-Benz Share will thus represent a portion of EUR 1.00 of the increased share capital. For each of the Equity Interests in Corporations Cars & Vans (as defined in Annex 11.1) and for each of the Equity Interests in Partnerships Cars & Vans (as defined in Annex 11.2), at least one New Mercedes-Benz Share will be issued (in each case in the amount of the equity interests held at the Consummation Date). This shall also apply to the surrogate within the meaning of Clause 42.1, if the equity interest no longer exists or no longer exists in full by the Consummation Date.
- 50.2 As consideration for the transfer of the Trucks & Buses Hive-down Assets to Daimler Truck AG in accordance with the provisions of this Hive-down Agreement, Daimler AG as sole shareholder of Daimler Truck AG shall receive 299,950,000 new no-par value registered shares of Daimler Truck AG (each one "**New Daimler Truck Share**" and collectively the "**New Daimler Truck Shares**"). To implement the hive-down, Daimler Truck AG will therefore increase its share capital by EUR 299,950,000. Each New Daimler Truck Share will thus represent a portion of EUR 1.00 of the increased share capital. For each of the Equity Interests in Corporations Trucks & Buses (as defined in Annex 30.1) and for each of the Equity Interests in Partnerships Trucks & Buses (as defined in Annex 30.2a), at least one New Daimler Truck Share will be issued (in each case in the amount of the equity interests held at the Consummation Date). This shall also apply to the surrogate within the meaning of Clause 42.1, if the equity interest no longer exists or no longer exists in full by the Consummation Date.
- 50.3 The new shares shall be granted in each case with an entitlement to participation in profits for the financial years from (and including) 1 January 2019. If the Hive-down Effective Date is postponed pursuant to Clause 2.5, the beginning of the profit participation entitlement of the new shares shall be postponed accordingly.
- 50.4 The respective contribution in kind will be made by transfer of the respective Hive-down Assets in accordance with the provisions of this Hive-down Agreement. To the extent that the value at which the contribution in kind made by Daimler AG is acquired by Mercedes-Benz AG or Daimler Truck AG, respectively, exceeds the amount of the respective share capital increase specified in Clause 50.1 or Clause 50.2, such excess amount shall be transferred to the respective capital reserve of Mercedes-Benz AG or Daimler Truck AG pursuant to § 272 para. 2 no. 1 HGB.

51. Special rights and benefits

- 51.1 There are no plans for a granting of rights or other measures for individual shareholders or for holders of special rights within the meaning of § 126 para. 1 no. 7 UmwG, with the exception of the provision in Clause 14.1(d) and Clause 33.1(d) for Performance Phantom Share Plans.
- 51.2 Other than the circumstances described below, no special benefits within the meaning of § 126 para. 1 no. 8 UmwG will be granted to acting members of the Board of Management or of the Supervisory Board of the companies participating in the hive-down or to any auditor of financial statements of one of the companies participating in the hive-down.
- (a) It is intended that Wilfried Porth will be appointed to the Supervisory Board of Mercedes-Benz AG by the General Meeting of Mercedes-Benz AG prior to the hive-down taking effect, in addition to his membership on the Board of Management of Daimler AG, which is not affected by the hive-down.
 - (b) It is intended that the following members of the Supervisory Board of Daimler AG will be appointed to the Supervisory Board of Mercedes-Benz AG by the General Meeting of Mercedes-Benz AG prior to the hive-down taking effect, in addition to their membership on the Supervisory Board of Daimler AG, which is not affected by the hive-down:
 - (i) Dr. Manfred Bischoff (subject to the decision of the Supervisory Board of Mercedes-Benz AG, his election as Chairman of the Supervisory Board and member of the Presidential Committee is intended),
 - (ii) Petraea Heynike,
 - (iii) Joe Kaeser,
 - (iv) Dr. Bernd Pischetsrieder,
 - (v) Marie Wieck,
 - (vi) Michael Brecht,
 - (vii) Michael Häberle,
 - (viii) Ergun Lümali,
 - (ix) Sibylle Wankel,
 - (x) Dr. Frank Weber.
 - (c) It is intended that – subject to the decision of the Supervisory Board of Mercedes-Benz AG, which is enlarged to 20 members – the following members of

the Board of Management of Daimler AG will be appointed to the Board of Management of Mercedes-Benz AG prior to the hive-down taking effect, in addition to their membership on the Board of Management of Daimler AG, which is not affected by the hive-down:

- (i) Ola Källenius (subject to the decision of the Supervisory Board of Mercedes-Benz AG, his appointment as Chairman of the Board of Management is intended),
 - (ii) Renata Jungo Brüngger,
 - (iii) Britta Seeger.
- (d) It is intended that the following members of the Board of Management of Daimler AG will be appointed to the Supervisory Board of Daimler Truck AG by the General Meeting of Daimler Truck AG prior to the hive-down taking effect, in addition to their membership on the Board of Management of Daimler AG, which is not affected by the hive-down:
- (i) Ola Källenius (subject to the decision of the Supervisory Board of Daimler Truck AG, his appointment as Chairman of the Supervisory Board and member of the Presidential Committee is intended),
 - (ii) Wilfried Porth,
 - (iii) Hubertus Troska.
- (e) It is intended that the following members of the Supervisory Board of Daimler AG will be appointed to the Supervisory Board of Daimler Truck AG by the General Meeting of Daimler Truck AG prior to the hive-down taking effect, in addition to their membership on the Supervisory Board of Daimler AG, which is not affected by the hive-down:
- (i) Bader M. Al Saad,
 - (ii) Sari Baldauf,
 - (iii) Dr. Clemens Börsig,
 - (iv) Dr. Jürgen Hambrecht,
 - (v) Michael Brecht,
 - (vi) Ergun Lümalı,
 - (vii) Roman Zitzelsberger.

- (f) It is intended that – subject to the decision of the Supervisory Board of Daimler Truck AG, which is enlarged to 20 members – Martin Daum will be appointed to the Board of Management of Daimler Truck AG and appointed Chairman of the Board of Management prior to the hive-down taking effect, in addition to his membership on the Board of Management of Daimler AG, which is not affected by the hive-down.

51.3 With regard to the remuneration for assuming the above board memberships at Mercedes-Benz AG and Daimler Truck AG, the following is pointed out:

- (a) The members of the Board of Management of Daimler AG will not receive any additional remuneration for assuming one or more board memberships with Mercedes-Benz AG and/or Daimler Truck AG as long as they are members of the Board of Management of Daimler AG. Further, no alteration of the remuneration of the Board of Management at Daimler AG has occurred in connection with the hive-down.
- (b) The members of the Supervisory Board of Daimler AG who assume Supervisory Board memberships at Mercedes-Benz AG and/or Daimler Truck AG are to receive additional remuneration for this. The remuneration of the Supervisory Boards of Mercedes-Benz AG and Daimler Truck AG is determined by each company's General Meeting. With regard to the remuneration of the members of the Supervisory Boards of Mercedes-Benz AG and Daimler Truck AG, it is planned that, in addition to reimbursement of their expenses (including any value-added tax that may be incurred), they will receive a fixed remuneration of EUR 86,400 per year at Mercedes-Benz AG for the individual member and EUR 72,000 per year at Daimler Truck AG for the individual member. For the chairmanship of the Supervisory Board, a remuneration is to be paid at Mercedes-Benz AG of an additional EUR 172,800 and at Daimler Truck AG of an additional EUR 144,000, for the deputy chairmanship of the Supervisory Board at Mercedes-Benz AG an additional EUR 86,400 and at Daimler Truck AG an additional EUR 72,000, and at both companies an additional remuneration of EUR 43,200 per year is to be paid for the membership in the Presidential Committee. Furthermore, the members of the Supervisory Board and of its committees are to receive an attendance fee of EUR 1,100 for each Supervisory Board and committee meeting which they attend as members, with the attendance fee being paid only once for several meetings of the Supervisory Board and/or its committees on one calendar day. The members of the Supervisory Boards of Mercedes-Benz AG and Daimler Truck AG will be insured in this function under the existing D&O insurance of Daimler Group. The Supervisory Board members to be elected in consultation with the employees have announced that they will pay the Supervisory Board remuneration to which they are entitled to the Hans Böckler Foundation to the extent to which they have hitherto done so, on the basis of mandatory or voluntary compliance with the guidelines of the German Federation of Trade Unions (*Deutscher Gewerkschaftsbund* – DGB).

51.4 In addition to the circumstances specified above, the following circumstances are pointed out as a precaution:

- (a) The Supervisory Board of Daimler AG has decided on 26 September 2018 to appoint Ola Källenius as Chairman of the Board of Management of Daimler AG and Head of Mercedes-Benz Cars as of the close of the 2019 General Meeting for a term of office of five years.
- (b) Further, the Supervisory Board of Daimler AG announced on 26 September 2018 that it intends to propose the election of Dr. Dieter Zetsche to the Supervisory Board at the General Meeting in 2021. In this context, the current Chairman of the Supervisory Board, Dr. Manfred Bischoff, further stated that he would recommend Dr. Dieter Zetsche as his successor as Chairman of the Supervisory Board if elected by the General Meeting.
- (c) The Supervisory Board and Bodo Uebber have agreed that Bodo Uebber will resign from his office as a member of the Board of Management of Daimler AG in agreement with the Supervisory Board with effect from the close of the 2019 General Meeting and that he will be released from his previous duties from this date until the end of his service agreement, which expires on 31 December 2019.
- (d) The current acting members of the Board of Management of Mercedes-Benz AG and Daimler Truck AG, Dr. Florian Hofer and Petra Marita Meiser, receive fixed and variable remuneration in accordance with the remuneration rules applicable to salaried executives of Daimler AG. As a precaution, it is pointed out in this respect that, like many other Daimler AG employees, they received a bonus payment as part of their variable remuneration in the 2018 financial year in recognition of their commitment to the project. In agreement with the Supervisory Boards of Mercedes-Benz AG or Daimler Truck AG, respectively, Dr. Florian Hofer and Petra Marita Meiser will resign from their offices as members of the Boards of Management of Mercedes-Benz AG and Daimler Truck AG prior to the Consummation Date.

VI. Consequences of the hive-down for the employees and their representative bodies

52. General provisions

52.1 The consequences of the hive-down for the Employees Cars & Vans and the New Employees Cars & Vans or, respectively, the Employees Trucks & Buses and the New Employees Trucks & Buses who at the Consummation Date are to be allocated to the Cars & Vans Division or, respectively, the Trucks & Buses Division, follow from §§ 131 para. 1 nos. 1 and 3, 324 UmwG and § 613a paras. 1 and 4 to 6 BGB.

52.2 As a result of the hive-down, the establishments or partial establishments of Daimler AG to be allocated to the Cars & Vans Division or the Trucks & Buses Division at the Consummation Date (hereinafter the "**Transferred Establishments**") will be trans-

ferred to Mercedes-Benz AG or Daimler Truck AG with effect from the Consummation Date. The establishments or partial establishments that are transferred are listed in Annexes 3.2 and 22.2.

- 52.3 A change in the operational organization is not planned as part of the hive-down to Mercedes-Benz AG or Daimler Truck AG. It is intended that the existing establishments within the meaning of the German Works Constitution Act (*Betriebsverfassungsgesetz* – BetrVG) will continue to exist.
- 52.4 With regard to the hive-down of the Cars & Vans and Trucks & Buses Divisions, on 14 December 2017 Daimler AG and the General Works Council of Daimler AG entered into the agreement "Reconciliation of interests and general works agreement on 'Daimler Future' ('*Zukunft Daimler*') (hereinafter the "**Reconciliation of Interests**"). This Reconciliation of Interests essentially governs the unchanged allocation under works constitution law at all locations through the formation of joint establishments between Daimler AG and Mercedes-Benz AG and/or Daimler Truck AG, the unchanged continuation under collective bargaining law of works agreements and collective bargaining agreements and the extension of the employment protection ('*ZuS*') for all employees of Daimler AG, Mercedes-Benz AG and Daimler Truck AG until 31 December 2029 (Employment Protection 2030). For employees whose employment relationship is affected by a transfer of (partial) establishment to Mercedes-Benz AG or Daimler Truck AG, the extension of the employment protection only applies if the respective employee does not object to the transfer of his/her employment relationship.
- 52.5 On 18 September 2018, Daimler AG and the Group Works Council of Daimler AG concluded the "Agreement on the Implementation of Project FUTURE in German Own Retail" with regard to the hive-down of Assets of the Cars & Vans and Trucks & Buses Divisions in German Own Retail. This Agreement mainly governs the allocation of the own retail locations based on the "main user principle", i.e. the allocation to the Cars & Vans Division or the Trucks & Buses Division and the corresponding transfer to Mercedes-Benz AG or Daimler Truck AG are based on the focus of the respective location's business activities. Provision is also made for the preservation of the existing structure under works constitution law by means of the formation of joint establishments of Daimler AG, Mercedes-Benz Vertrieb PKW GmbH and Mercedes-Benz Vertrieb NFZ GmbH with Mercedes-Benz AG and Daimler Truck AG, as well as the obligation of Daimler AG and the Group Works Council of Daimler AG to work towards the collective bargaining parties making the necessary changes to the collective bargaining agreement on works council structures in Daimler Group's German own retail activities dated 1 June 2015. The agreement also regulates the reallocation of the heads of sales vans, including the substructure, under the sales director passenger cars, the allocation of employees on the basis of defined premises, the predominant dedication of cross-divisional functions, the adjustment of the current allocation of locations resulting from the allocation of the former Mercedes-Benz Vans division to the Cars & Vans Division, which leads to transfers of (partial) establishments between Mercedes-Benz Vertrieb PKW GmbH and Mercedes-Benz Vertrieb NFZ GmbH. The agreement also governs the establishment of individual claims as a result of the dedication, the planned further development of the company's own retail activities and the exclusion of dismissals for operational reasons until at most 31 December 2022 for all employees who on

31 December 2018 were in an indefinite employment relationship with Mercedes-Benz Vertrieb PKW GmbH or Mercedes-Benz Vertrieb NFZ GmbH. Where a transfer of (partial) establishment to the respective other GmbH occurs for the employees, this shall only apply if they do not object to the transfer of (partial) establishment.

- 52.6 As part of the hive-down of Assets of the Cars & Vans Division to Mercedes-Benz AG and of Assets of the Trucks & Buses Division to Daimler Truck AG, shares in subsidiaries of Daimler AG will also be transferred to Mercedes-Benz AG and Daimler Truck AG, respectively (Equity Interests Cars & Vans as defined in Clause 11 and Equity Interests Trucks & Buses as defined in Clause 30). The hive-down has no effect on the employment relationships and working conditions of the employees employed by these subsidiaries. This is different, in part, with regard to the employees of Mercedes-Benz Vertrieb PKW GmbH and Mercedes-Benz Vertrieb NFZ GmbH. In preparation for the hive-down, ten locations of these subsidiaries were reallocated to the respective other division. The employees concerned were transferred to the sales GmbH of the respective other division as part of a transfer of (partial) establishment pursuant to § 613a BGB with effect as of 1 January 2019.

53. Individual legal effects of the hive-down for the employees

- 53.1 At the Consummation Date, all employment relationships of the Transferred Employees Cars & Vans, including all rights and obligations, will be transferred to Mercedes-Benz AG and all employment relationships of the Transferred Employees Trucks & Buses, including all rights and obligations, will be transferred to Daimler Truck AG (the Transferred Employees Cars & Vans and the Transferred Employees Trucks & Buses hereinafter collectively also the "**Transferred Employees**"). In connection with the transferred employment relationships, the hive-down will not result in any changes; this applies, in particular, with regard to any collective commitments, uniform rules and company practices. The transferred employment relationships will continue with Mercedes-Benz AG or Daimler Truck AG by operation of law, with existing periods of service being taken into account. The place of service does not change as a consequence of the transfer of the employment relationships.
- 53.2 The Employees Cars & Vans and the New Employees Cars & Vans as well as the Employees Trucks & Buses and the New Employees Trucks & Buses will be informed of the hive-down, the planned date of the transfer of (partial) establishment, the reason for the transfer of (partial) establishment, the legal, economic and social consequences of the transfer for the employees and the measures envisaged with regard to the employees pursuant to § 324 UmwG in conjunction with § 613a para. 5 BGB. Within one month of receipt of such information, the Employees Cars & Vans and the New Employees Cars & Vans as well as the Employees Trucks & Buses and the New Employees Trucks & Buses may exercise their respective right to object to the transfer of their employment relationships to Mercedes-Benz AG or Daimler Truck AG, respectively, pursuant to § 613a para. 6 BGB. The Parties will offer the employees an extension of the objection period beyond the statutory monthly period until 31 July 2019. Therefore, beyond the statutory objection period, the employees may exercise their right to object to the transfer of their employment relationships to Mercedes-Benz AG or Daimler Truck AG, respectively, pursuant to § 613a para. 6 BGB until 31 July 2019. If the

statutory objection period ends after 31 July 2019, this latter period shall apply. The employment relationships of the employees who object to the transfer of their employment relationships to Mercedes-Benz AG or Daimler Truck AG, respectively, pursuant to § 613a BGB are not transferred to Mercedes-Benz AG or Daimler Truck AG, but will remain at Daimler AG.

- 53.3 The termination of an employee's employment relationship due to the transfer of the Transferred Establishments to Mercedes-Benz AG or to Daimler Truck AG, respectively, is invalid pursuant to § 324 UmwG in conjunction with § 613a para. 4 sent. 1 BGB. The right to termination for other reasons remains unaffected pursuant to § 613a para. 4 sent. 2 BGB.
- 53.4 Mercedes-Benz AG and Daimler Truck AG currently do not have any employees. If employees were to be employed at Mercedes-Benz AG or Daimler Truck AG before the hive-down becoming effective, the hive-down would have no consequences for them.

54. Liability

- 54.1 In addition to Daimler AG, Mercedes-Benz AG and Daimler Truck AG are jointly and severally liable pursuant to § 133 UmwG for all liabilities arising from the transferred employment relationships that were incurred before the hive-down became effective. However, those legal entities to which the respective liabilities have not been allocated in the Hive-down Agreement are liable for these liabilities only if they become due within five years from the publication of the entry of the hive-down in the Commercial Register of Daimler AG and based on them any claims are determined in court or in any other manner described in § 133 UmwG. The above-mentioned period is ten years for any benefit obligations that have arisen under the Company Pensions Act prior to the hive-down becoming effective. If the relevant requirements are met, the employees are entitled to the granting of security pursuant to § 22 UmwG. Mercedes-Benz AG shall be solely liable for liabilities to Transferred Employees Cars & Vans established after the hive-down takes effect. Daimler Truck AG shall be solely liable for liabilities to Transferred Employees Trucks & Buses established after the hive-down takes effect.
- 54.2 The legal situation with regard to the pension obligations is described in Clauses 15 and 34.

55. Consequences of the hive-down for the employees' representative bodies under works constitution law

- 55.1 The hive-down of Assets of the Cars & Vans Division to Mercedes-Benz AG and the hive-down of Assets of the Trucks & Buses Division to Daimler Truck AG does not entail any change in the operational organization. The existing establishments within the meaning of the Works Constitution Act will continue to exist. Daimler AG as well as Mercedes-Benz AG and/or Daimler Truck AG and – at some locations – Daimler Brand & IP Management GmbH & Co. KG and Daimler Gastronomie GmbH will form joint establishments from the Consummation Date in accordance with the previous establishment structure. A collective agreement pursuant to § 3 para. 1 no. 3 BetrVG will be concluded for this purpose. Additionally, the companies participating in the respective

joint establishment will conclude an agreement, with effect at the latest as of the Consummation Date, on the joint management of the joint establishment. Mercedes-Benz AG and Daimler Truck AG will join the existing joint establishments of Daimler AG with Mercedes-Benz Vertrieb PKW GmbH and Mercedes-Benz Vertrieb NFZ GmbH in the German own retail organization. The existing management agreements will be amended accordingly.

- 55.2 The existing local works councils will remain in office unchanged both in the existing joint establishments and in the joint establishments to be formed.
- 55.3 In the future, a company-wide general works council will be set up which, according to current planning, will be responsible for Daimler AG, Mercedes-Benz AG, Daimler Truck AG and Daimler Brand & IP Management GmbH & Co. KG. A collective agreement pursuant to § 3 para. 1 no. 3 BetrVG will be concluded for this purpose. There are no plans for further general works councils at the level of these companies. Members of the company-wide general works council may include members from all works councils from joint establishments in which Daimler AG, Mercedes-Benz AG, Daimler Truck AG or Daimler Brand & IP Management GmbH & Co. KG participate.
- 55.4 The existing Group Works Council at Daimler AG, the European Works Council and the World Employee Representative Council remain unaffected by the hive-down. The relevant agreements on the composition of these councils will be adapted to the new Group structure.
- 55.5 The speaker committees existing at Daimler Group will remain unchanged.
- 55.6 The Economic Committee of Daimler AG remains in place. However, it will no longer be responsible for the business activities of the Cars & Vans Division transferred to Mercedes-Benz AG and the business activities of the Trucks & Buses Division transferred to Daimler Truck AG. The composition of the members of the Economic Committee may change. Members of the Economic Committee whose employment relationships are transferred to Mercedes-Benz AG or Daimler Truck AG in the course of the hive-down and who are not employed in a joint establishment in which Daimler AG participates will lose their office as members of the Economic Committee of Daimler AG. At Mercedes-Benz AG and Daimler Truck AG, an economic committee must be formed in each case, provided that the statutory requirements are met. Employees and works council members of the joint establishments in which Mercedes-Benz AG or Daimler Truck AG participate may be delegated to these committees. The Group Economic Committee formed on the basis of a Group works agreement will continue to exist unchanged.
- 55.7 The local representative bodies for severely disabled employees will continue to exist unchanged after the hive-down. In the future, a company-wide general representative body for severely disabled employees will be set up which, according to current planning, will be responsible for Daimler AG, Mercedes-Benz AG, Daimler Truck AG and Daimler Brand & IP Management GmbH & Co. KG. A collective agreement pursuant to § 3 para. 1 no. 3 BetrVG will be concluded for this purpose. There are no plans for further general representative bodies for severely disabled employees at the level of

these companies. Members of the company-wide general representative body for severely disabled employees may include members from all representative bodies for severely disabled employees from establishments of Daimler AG, Mercedes-Benz AG, Daimler Truck AG and Daimler Brand & IP Management GmbH & Co. KG or from joint establishments in which one of the aforementioned companies participates. The Group representative body for severely disabled employees at Daimler AG will remain in office unchanged.

- 55.8 Local youth and trainee representative bodies will continue to exist unchanged. In the future, a company-wide general youth and trainee representative body will be set up which, according to current planning, will be responsible for Daimler AG, Mercedes-Benz AG, Daimler Truck AG and Daimler Brand & IP Management GmbH & Co. KG. A collective agreement pursuant to § 3 para. 1 no. 3 BetrVG will be concluded for this purpose. There are no plans for further general youth and trainee representative bodies at the level of these companies. Members of the company-wide general youth and trainee representative body may include members from all youth and trainee representative bodies from establishments of Daimler AG, Mercedes-Benz AG, Daimler Truck AG and Daimler Brand & IP Management GmbH & Co. KG or from joint establishments in which one of the aforementioned companies participates.

56. Consequences of the hive-down for existing collective agreements, works agreements and agreements with the speaker committees

- 56.1 Daimler AG is a member of the relevant employers' associations of the metal and electrical industries; as a result of these memberships, there is a binding application of the collective bargaining agreements for the metal and electrical industries in the establishments of the Cars & Vans and Trucks & Buses Divisions. Mercedes-Benz AG and Daimler Truck AG currently have no membership in any employers' associations. Until the Consummation Date, Mercedes-Benz AG and Daimler Truck AG will join the respective employers' associations of the metal and electrical industries, so that the binding effect of collective bargaining agreements will continue to apply in the transferred establishments.
- 56.2 Daimler AG is also a member of the relevant employers' associations of the motor vehicle dealership and trade industries; as a result of these memberships, there is a binding application of the collective bargaining agreements for the motor vehicle dealership and trade industries in the establishments and/or locations of the Cars & Vans and Trucks & Buses Divisions. Mercedes-Benz AG and Daimler Truck AG currently have no membership in any employers' associations. Until the Consummation Date, Mercedes-Benz AG and Daimler Truck AG will join the respective employers' associations of the motor vehicle dealership and trade industries or, respectively, will enter into company collective agreements, so that the binding effect of collective bargaining agreements will continue to apply in the transferred establishments and/or locations.
- 56.3 In addition, there are various company collective agreements and company-related association collective agreements. It will be ensured that until the Consummation Date all company collective agreements and declarations of consent of the parties to the collective bargaining agreement as well as supplementary collective agreements that

were previously relevant for the employees of the Cars & Vans and Trucks & Buses Divisions are also extended to the employees of Mercedes-Benz AG and Daimler Truck AG.

- 56.4 Due to Mercedes-Benz AG and Daimler Truck AG becoming members of the respective employers' associations and the conclusion of corresponding company collective agreements, the hive-down does not alter the applicability of existing collective agreements under collective labor law. With regard to the cases where collective agreements were previously applicable due to a reference in the employment agreement, the hive-down does not alter this application on the basis of the employment agreement, either.
- 56.5 As no changes are being made at the level of works constitution law, the local works agreements will continue to apply unchanged under collective labor law.
- 56.6 The general works agreements will also continue to apply as such under collective labor law.
- 56.7 The hive-down also has no effect on the collective law validity of the group works agreements.
- 56.8 The agreements with the Group Speaker Committee will also continue to apply under collective labor law.

57. Consequences of the hive-down for company co-determination and the Supervisory Board

- 57.1 At Daimler AG, there is a Supervisory Board pursuant to the German Co-Determination Act (*Mitbestimmungsgesetz* – MitbestG); it consists of 20 members based on the principle of parity co-determination (ten Supervisory Board members each as representatives of the shareholders and of the employees, respectively). The hive-down has no consequences for the existence, composition and term of office of Daimler AG's Supervisory Board. The employee representatives on the Supervisory Board of Daimler AG are elected by the employees of all Group companies in Germany, which means that the employees transferring to Mercedes-Benz AG and Daimler Truck AG will continue to have the right to vote.
- 57.2 Currently, Mercedes-Benz AG and Daimler Truck AG each have a Supervisory Board comprising three members who were appointed by Daimler AG as sole shareholder. Since Mercedes-Benz AG and Daimler Truck AG have up to now not directly employed any employees themselves and there is no relevant attribution of employees employed at their subsidiaries, they currently do not have a supervisory board subject to statutory employee co-determination.
- 57.3 It is intended to enlarge the respective Supervisory Boards of Mercedes-Benz AG and Daimler Truck AG to 20 members each before the Consummation Date. The 20 members will all be elected by the General Meeting of Mercedes-Benz AG or of Daimler Truck AG, respectively, and thus formally as shareholder representatives. It is intend-

ed that ten of these members will in each case be elected by the respective General Meeting in agreement with the employees' side.

- 57.4 After the hive-down takes effect, Mercedes-Benz AG and Daimler Truck AG will each employ more than 2,000 employees. Thus, the MitbestG is applicable and the respective Supervisory Board will then not be composed in accordance with the relevant provisions of the MitbestG. Upon the hive-down taking effect, the Board of Management of Mercedes-Benz AG and the Board of Management of Daimler Truck AG will therefore conduct so-called status proceedings (*Statusverfahren*) pursuant to §§ 97 et seqq. AktG (*Aktiengesetz* – German Stock Corporation Act). The Parties assume that upon the hive-down taking effect, pursuant to the regulations of the MitbestG, usually more than 20,000 employees will in each case be deemed employees of Mercedes-Benz AG and Daimler Truck AG and that after completion of the respective status proceedings the respective Supervisory Board will comprise 20 members pursuant to § 7 para. 1 sent. 1 no. 1 MitbestG, ten of whom will be Supervisory Board members representing the shareholders and ten will represent the employees.
- 57.5 The respective term of office of the Supervisory Boards with 20 members each formed prior to the Consummation Date will end after completion of the respective status proceedings at the close of the first General Meeting after expiry of the period for bringing a motion pursuant to § 97 para. 2 AktG or a final and binding decision pursuant to § 98 AktG, but no later than six months after expiry of the motion period or the final and binding decision. After completion of the respective status proceedings, the ten shareholder representatives will in each case be elected at extraordinary General Meetings of Mercedes-Benz AG and Daimler Truck AG. For the period up to the completion of the respective election of the employee representatives, a motion for the court appointment of the employee representatives on the Supervisory Board is intended to be filed in each case pursuant to § 104 AktG.

58. Other measures envisaged as regards employees and their representative bodies

No other measures are planned with regard to the transferring employees and their representative bodies in connection with the hive-down and the transfer of (partial) establishments to Mercedes-Benz AG and Daimler Truck AG.

VII. Miscellaneous

59. Costs

- 59.1 The costs arising from the conclusion of this Hive-down Agreement and its execution (including the costs of preparing this Hive-down Agreement, in particular advisory and notary fees, the auditing services performed in connection with the hive-down and acquisition as well as the binding rulings in this regard) shall be borne by Daimler AG.
- 59.2 The costs of the capital increase at Mercedes-Benz AG shall be borne by Mercedes-Benz AG, the costs of the capital increase at Daimler Truck AG by Daimler Truck AG.

Each party shall bear itself the costs of the respective general meeting and the costs of the filing for the registration and of the registration in the commercial register.

60. Withdrawal

If the hive-down has not taken effect by 29 February 2020, Daimler AG may withdraw from this Hive-down Agreement by written declaration vis-à-vis Mercedes-Benz AG and Daimler Truck AG.

61. Concluding provisions

- 61.1 In order to be valid, this Hive-down Agreement is subject to approval by the respective General Meetings of the Parties.
- 61.2 This Hive-down Agreement shall be subject to German law.
- 61.3 The Parties shall endeavor to amicably settle all disputes arising from or in connection with this Hive-down Agreement. Where this cannot be achieved, the place of jurisdiction for all disputes arising from this Hive-down Agreement shall be Stuttgart.
- 61.4 The Annexes to this Hive-down Agreement shall form an integral part of this Agreement.
- 61.5 Amendments of and supplements to this Hive-down Agreement, including the abolition of this provision itself, must be in writing, except where any stricter form is required.
- 61.6 In the event that one or more provision/s of this Hive-down Agreement is/are or become/s void, invalid or unenforceable, in whole or in part, this shall not affect the validity of this Hive-down Agreement or its other provisions. In place of the void, invalid or unenforceable provision, such provision shall apply which comes closest in form, content, time, measure and scope to what the Parties intended according to the economic rationale and purpose of the void, invalid or unenforceable provision. The same shall apply with regard to any gaps in this Hive-down Agreement.

Supplement

to the Notarial Deed dated

25 March 2019

– Roll of Deeds No. 1000/2019 of the

Notary Public Hagen Krzywon in Stuttgart –

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Annex 3.2	Transferred establishments or partial establishments Cars & Vans
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Annex 3.5b	Daimler AG Accounting Groups
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Annex 4.1(b)	Single-use designs and registered designs Cars & Vans
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Annex 4.2(a)	Multi-use patents, utility models and other industrial property rights
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Annex 9.1	Property, plant and equipment Cars & Vans
Annex 10.2	Limited personal easements and other rights entered in the land register as well as claims for registration Cars & Vans
Annex 11.1	Equity Interests in Corporations Cars & Vans
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Annex 13	Inventories and other current assets and prepaid expenses Cars & Vans
Annex 14.1a	Liabilities and deferred income Cars & Vans
Annex 14.1b	Uncertain liabilities Cars & Vans
Annex 14.1(d)	Employees and company pensioners entitled to PPSP who left the company before the Hive-down effective date Cars & Vans
Annex 15.1a	Trust Agreement 'old bAV'
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Annex 15.6a	Company pensioners, vested pension expectants and other beneficiaries Cars & Vans
Annex 15.6b	Company pensioners Cars & Vans transferred to Daimler Pensionsfonds AG
Annex 16.2	Transferred contractual agreements Cars & Vans (mainly used only by this division)
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Annex 16.5a	Transferred Treasury Agreements Cars & Vans
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Annex 17.2	Transferred public law authorizations Cars & Vans
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Annex 4.3	IP Trust and Allocation Agreement Cars & Vans
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Annex 16.10(a)/1	Sub-lease agreements Mercedes-Benz AG – Daimler AG
Annex 16.10(a)/2	Sub-lease agreements Mercedes-Benz AG – Daimler Truck AG
Annex 16.10(b)	Sub-lease agreements Daimler AG – Mercedes-Benz AG

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Annex 22.2	Transferred establishments or partial establishments Trucks & Buses
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Annex 22.5	Accounting Groups Trucks & Buses
Annex 23.1(a)	Single-use marks Trucks & Buses
Annex 23.1(b)	Single-use designs and registered designs Trucks & Buses
Annex 23.1(c)	Single-use domain names Trucks & Buses
Annex 25.2	Production software and product software used only by Trucks & Buses Division
Annex 28.1	Property, plant and equipment Trucks & Buses
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Annex 30.1	Equity Interests in Corporations Trucks & Buses
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Annex 34.3	Trust assets Daimler Truck AG 'new bAV'
Annex 34.4	Trust assets Daimler Truck AG Future Capital
Annex 34.6a	Company pensioners, vested pension expectants and other beneficiaries Daimler Truck AG
Annex 34.6b	Company pensioners Trucks & Buses transferred to Daimler

Pensionsfonds AG

Annex 35.2	Transferred contractual agreements Trucks & Buses (mainly used only by this division)
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Annex 35.5a	Transferred Treasury agreements Trucks & Buses
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Annex 36.2	Transferred public law authorizations Trucks & Buses
Annex 36.7	Excluded public law authorizations Trucks & Buses
Annex 37.2	Transferred grants Trucks & Buses
Annex 38.1	Litigation and procedural relationships Trucks & Buses
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Annex 23.3	IP Trust and Allocation Agreement Trucks & Buses
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Annex 35.10(a)/1	Sub-lease agreements Daimler Truck AG – Daimler AG
Annex 35.10(a)/2	Sub-lease agreements Daimler Truck AG – Mercedes-Benz AG
Annex 35.10(b)	Sub-lease agreements Daimler AG – Daimler Truck AG

Supplement

to the Notarial Deed dated

25 March 2019

– Roll of Deeds No. 1000/2019 of the

Notary Public Hagen Krzywon in Stuttgart –

Power of attorney

by

Daimler AG

with its registered office in Stuttgart, registered in the commercial register of the Local Court of Stuttgart under HRB 19360, business address: Mercedesstraße 137, 70327 Stuttgart (the "**Company**").

The Company is the sole shareholder of

- Mercedes-Benz AG, Stuttgart, registered in the commercial register of the Local Court of Stuttgart under HRB 762873, business address: Mercedesstraße 120, 70372 Stuttgart, as well as of
- Daimler Truck AG, Stuttgart, registered in the commercial register of the Local Court of Stuttgart under HRB 762884, business address: Mercedesstraße 120, 70372 Stuttgart.

The Company aims to further focus and strengthen the Group's business structures by forming legally independent units. In addition to the already existing legally independent Daimler Financial Services division, it is intended that the Mercedes-Benz Cars & Vans and Daimler Trucks & Buses divisions will also be given greater entrepreneurial responsibility as legally independent entities in the legal form of German stock corporations (*Aktiengesellschaft*).

In this respect, the first step in the internal restructuring of Daimler Group will be the transfer of assets of the Cars & Vans and Trucks & Buses divisions from the Company as the transferring entity to Mercedes-Benz AG and Daimler Truck AG as acquiring entities by way of a hive-down by acquisition pursuant to § 123 para. 3 no. 1 UmwG (*Umwandlungsgesetz* – German Transformation Act).

Now, therefore, the Company – represented by the undersigned – hereby authorizes

1. Mrs. Petra Marita Meiser, born on 22 February 1978,
2. Dr. Florian Hofer, born on 15 February 1977,
3. Dr. Kerstin Neumann, born on 14 June 1968,
4. Mrs. Veronika Revesz, born on 22 May 1965,
5. Dr. Rainer Beckmann, born on 7 June 1962,
6. Mr. Bernd Otten, born on 12 May 1974,

7. Mrs. Alexandra Zetsche, born on 31 October 1974, and

8. Mr. Christopher Hutchinson, born on 27 March 1985,

all with their business address at: Mercedesstraße 120, 70372 Stuttgart (the "**Proxies**"),

each individually and independently of each other, to conclude the following agreement on behalf of the Company:

a notarized Hive-Down and Acquisition Agreement between the Company as the transferring entity and Mercedes-Benz AG and Daimler Truck AG as the acquiring entities (the "**Hive-down Agreement**"), including all related ancillary agreements.

In addition, each Proxy is authorized to make and receive all declarations (of intent) that are required or deemed expedient by the Proxy in connection with the conclusion or execution of the aforementioned Hive-down Agreement or otherwise in connection with the internal restructuring of Daimler Group. This also includes amendments to the Hive-down Agreement or other legal transactions covered by this power of attorney.

Furthermore, the Proxies are authorized to represent the Company at the General Meetings of Mercedes-Benz AG and Daimler Truck AG and to exercise the voting rights of the Company and to submit motions, make declarations and accept declarations on behalf of the Company as well as to waive compliance with the regulations for convening a General Meeting of a stock corporation. In particular, the Proxies are authorised to adopt all resolutions in connection with the conclusion and execution of the Hive-down Agreement. This includes, in particular, the approval of the Hive-down Agreement, capital increases, amendments to the Articles of Incorporation and the approval of post-formation legal transactions pursuant to § 52 para. 1 sent. 1 AktG (*Aktiengesetz* – German Stock Corporation Act).

In case of doubt, this power of attorney must be interpreted broadly in order to achieve the purpose of the power of attorney to the greatest extent possible. The invalidity of individual provisions of this power of attorney does not affect the validity of the remaining provisions.

This power of attorney is valid until the expiry of **31 October 2019**.

Stuttgart, 14 March 2019

[Signature]

Bodo Uebber
Member of the Board of
Management

Stuttgart, 14 March 2019

[Signature]

Renata Jungo Brüngger
Member of the Board of
Management



NOTARY HAGEN KRZYWON

Königstraße 1 A, 70173 Stuttgart,
Phone (0711) 22 98 554 . Fax (0711) 22 98 526
www.notar-krzywon.de, e-mail: sekretariat@notar-krzywon.de

Certification of signature

The above signatures executed before me by

1. Mr. **Bodo Uebber**, born on 18 August 1959,
with his business address at Mercedesstraße 137, 70327 Stuttgart,
2. Mrs. **Renata Jungo Brüngger**,
born on 7 August 1961,
with her business address at Mercedesstraße 137, 70327 Stuttgart,

- both personally known -

I hereby certify.

Furthermore, I **confirm** as a result of the inspection of 14 March 2019 of the electronic commercial register of the Local Court of Stuttgart that therein under HRB 19360

Daimler AG

with its registered office in Stuttgart

is entered and that Mr. Bodo Uebber and Mrs. Renata Jungo Brüngger, acting jointly, are entitled as members of the Management Board to represent the company.

Stuttgart, 14 March 2019

[Signature and notary seal]

Roll of Deeds No. 884/2019



NOTARY HAGEN KRZYWON

Königstrasse 1 A, 70173 Stuttgart,
Phone (0711) 22 98 554 . Fax (0711) 22 98 526
www.notar-krzywon.de, e-mail: sekretariat@notar-krzywon.de

I hereby certify that the above copy and the original
submitted to me today are in conformity.

Stuttgart, 25 March 2019

Notary

[Signature and notary seal]