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Announcement pursuant to sections 249, 248a German Stock Corporation Act (Aktiengesetz, AktG)

On 28 January 2008, we published, in accordance with section 246 para 4 sentence 1 German Stock Corporation Act, the fact that "Knightsbridge Vermögensverwaltungs- und Beteiligungs GmbH", Munich, "CIA Consulting Investment Asset Management GmbH", Hamburg, "CDHL-Vermögensverwaltungsgesellschaft mbH", Hamburg, "VC-Services GmbH", Hamburg, and "Edmund Zimmermann GmbH", Geesthacht, had filed an action to anul and set aside, under stock corporation law, the resolutions passed at the Extraordinary General Meeting (*Außerordentliche Hauptversammlung*) on 3 December 2009.

These legal actions were withdrawn by the Claimants on 30 November 2010.

The Claimants and the Defendant entered into the following agreement on 30 November 2010 in connection with this withdrawal:

Settlement

Preamble

1. Knightsbridge Vermögensverwaltungs- und Beteiligungs GmbH filed an action on 3 January 2010 moving to set aside (*Anfechtungsklage*) and, by way of precaution, to anul (*Nichtigkeitsklage*) the resolutions passed under item 1 on the Agenda (creation of an Authorised Capital), item 2 (creation of rights of appointment (*Entsendungsrechte*)), item 3 (provision on the qualified majority for resolutions to be passed at the General Meeting), item 4 (resolution on the election to the Supervisory Board), and item 5 (amendments to the Articles of Association to reflect the German Act Implementing the Shareholder Rights Directive (*Gesetz zur Umsetzung der Aktionärsrechterichtlinie*, ARUG)). In their pleadings of 31 May 2010, the Claimants withdrew their legal action against the resolutions passed at the Extraordinary General Meeting of the Defendant on 3 December 2009 under items 4 and 5.

In addition, CIA Consulting Investment Asset Management GmbH, CDHL-Vermögensverwaltungsgesellschaft mbH, VC-Services GmbH and Edmund Zimmermann GmbH filed an action on 4 January 2010 moving to set aside and, by way of precaution, to anul the resolution passed at the Extraordinary General Meeting of the Defendant on 3 December 2009 under items 1 to 3. This legal action had originally been pending before the Regional Court (*Landgericht*) of Hanover under court reference 26 O 4/10.

These legal actions were combined by decision of the Regional Court of Hanover for joint hearing and decision. The proceedings are conducted under court reference 26 O 1/10.

2. NOW, THEREFORE, the Claimants and the Defendant (hereinafter also collectively referred to as the "Parties") hereby conclude the following settlement, without prejudice and maintaining their respective legal viewpoints, to amicably settle the pending litigation by way of making mutual concessions so as to avoid protracted litigation:

§ 1 Arrangements regarding rights of appointment

The Defendant undertakes

to publish the company's comments on the company's website within two weeks of this settlement entering into force where they will be accessible to all shareholders for at least three weeks, in which the company outlines why the creation of rights of appointment is (also) in the interests of the company and its minority shareholders.

§ 2 Arrangements as to the provision on a qualified majority for resolutions to be passed at the General Meeting

The Defendant undertakes

to publish the company's comments on the company's website within two weeks of this settlement entering into force where they will be accessible to all shareholders for at least three weeks, in which the company outlines why the provision, pursuant to which resolutions at the general meeting require a qualified majority, is (also) in the interests of the company and its shareholders. These comments may be combined with the comments to be made as per clause 1.

§ 3 Settlement of the litigation

1. In consideration of the arrangements made under clauses 1 and 2, the Claimants hereby withdraw in their entirety all legal actions.
2. The Claimant agrees to refrain from raising any objections, either directly or indirectly, against the legality and validity of resolutions passed at the Defendant's Extraordinary General Meeting on 3 December 2009, from taking legal action against the Defendant, members of its corporate bodies or other persons (including but not limited to, actions for annulment or a declaration judgment) in connection with these resolutions or to assert any claims against the said persons in respect thereof. The Claimants agree not to take or initiate any other judicial or non-judicial measures, either directly or indirectly, in connection with the said resolutions passed at the said General Meeting.

§ 4 Effective date of the settlement

The Parties agree that this settlement shall be concluded in such a way that each of the Parties furnishes a copy of the written settlement offer to the Court to enable it to determine the conclusion and the contents of the settlement on the basis of a ruling passed in accordance with section 278 para 6 German Code of Civil Procedure (*Zivilprozessordnung*, ZPO). Accordingly, the Parties further agree that the proceedings in the main action will not be settled and the settlement will not be effective according to substantive law until such time as the court determines the conclusion and the content of the settlement on the basis of a ruling passed in accordance with section 278 para. 6 German Code of Civil Procedure.

§ 5 Amount in dispute and costs

1. The Court fixed the amount of the claim in the action brought by the Claimants in the main proceedings involving Knightsbridge Vermögensverwaltungs- und Beteiligungs GmbH at EUR 2,500,000.00 and for the other Claimants at EUR 1,500,000.00 (value in dispute (*Streitwert*)) (EUR 500,000.00 per challenged resolution passed at the General Meeting). The Parties determine the value of this settlement at an amount of EUR 2,500,000.00 (settlement value (*Vergleichswert*)); the additional value of the settlement (*Vergleichsmehrwert*) thus amounts to EUR 1,000,000.00.
2. The Defendant shall bear the court costs of the litigation.
3. The Defendant undertakes to pay Claimants 1 to 4, which warrant they are not entitled to claim a deduction of input tax (*Vorsteuerabzug*) the extra-judicial costs including VAT the amount of which is to be calculated in accordance with the provisions of the Act on Lawyers' Fees (*Rechtsanwaltsvergütungsgesetz*, RVG) and with regard to the value in dispute as well as the additional value of the settlement specified in clause 5 (1) above. In this respect, the Parties mutually agree that the following fees shall be final and binding upon them in respect of the calculation of the costs in terms of the nature, amount and content: (1) 1.3 times the costs of proceedings (*Verfahrensgebühr*) as per no. 3100 of the Fee List of the Act on Lawyers' Fees on the basis of the value in dispute, (2) 0.8 times the costs of proceedings as per no. 3101 of the Fee List of the Act on Lawyers' Fees on the basis of the additional value of the settlement, (3) 1.2 times the fee for attending court hearings (*Terminsgebühr*) as per no. 3104 of the Fee List of the Act on Lawyers' Fees on the basis of the settlement value, (4) 1.0 times the settlement fee (*Einigungsgebühr*) as per no. 1003 of the Fee List of the Act on Lawyers' Fees on the basis of the value in dispute, (5) 1.5 times the settlement fee as per no. 1000 of the Fee List of the Act on Lawyers' Fees on the basis of the additional value of the settlement, in each case subject to section 15 para 3 Act on Lawyers' Fees, (6) flat-rate for expenses (*Auslagenpauschale*) as per no. 7002 of the Fee List.
4. The Defendant shall bear the extra-judicial costs incurred in connection with the current litigation and the conclusion of this settlement. The Defendant shall indemnify the Claimants against all claims for reimbursement of costs brought against it by intervening parties which have entered the dispute on the side of the Defendant.
5. Any reimbursable amounts hereunder shall be due and payable within ten banking days of this settlement entering into force and the receipt of the relevant request for payment by counsel for the Defendant. Advanced court costs which the court reimburses to the Claimants or their counsel, shall be passed on to counsel for the Defendant unsolicited within ten banking days of receipt at the latest.
6. The foregoing provisions on the reimbursement of judicial and extra-judicial costs are final and binding on the Parties. The Parties agree not to take any measures which could potentially result in an amendment to the provisions stipulated herein on the elements of the costs, the determinations of amounts and the specific values in disputes within the meaning of clause 5.
7. The Parties mutually undertake not to file any applications for costs against each other and not to institute proceedings for a decision on assessment of costs if the above provisions are fulfilled within the time limit prescribed in clause 5.
8. All of the provisions set out in clause 5 above are applicable solely to the relationship between the Parties under this settlement and do not apply to any other Claimants or intervening parties in respect of the disputed General Meeting.

§ 6 Publication

1. The Defendant shall arrange for the complete text of the settlement (save for the addresses of the Claimants, any intervening parties and counsel for the Claimants and intervening party on the side of the Claimants) to be published in the electronic Federal Gazette (*Elektronischer Bundesanzeiger*) in accordance with section 248 a Stock Corporation Act in conjunction with section 149 para 2 Stock Corporation Act, at its own expense without undue delay upon its entry into force.
2. In the event that the announcement made in accordance with section 248 a Stock Corporation Act in conjunction with section 149 para 2 Stock Corporation Act is incomplete, this is without prejudice to all duties of the Parties stipulated herein. For this case, the Parties hereby already waive their right to any claims for repayment of any amount performed despite the ineffectiveness of such obligation.
3. The Parties agree that any press releases and other public announcements issued by the Parties with regard to the conclusion of this settlement, background information as to how it was concluded and/or the terms and conditions hereof shall be agreed in advance and may only be made public following mutual agreement between the Parties. Consent to publication by a Party may only be withheld for cause. The first sentence also applies to oral statements made by members of the corporate bodies or employees of the Defendant, unless statutory disclosure obligations apply. The obligation pursuant to the first sentence shall not apply to a publication made in accordance with clause 6 para 1 of this Settlement Agreement or any announcement of the Defendant pursuant to section 15 para 1 German Securities Trading Act (*Wertpapierhandelsgesetz, WpHG*) and any other statutory disclosure obligations which the Defendant is subject to.

§ 7 Final provisions

1. The Parties unanimously declare that there are no agreements beyond this settlement in connection with the end of this lawsuit, including but not limited to, to the best of their knowledge, any arrangements as defined by section 248 a in conjunction with section 149 para 2 Stock Corporation Act, and that the Defendant's obligations to the Claimant under this settlement are completely and correctly specified herein.
2. Should any of the provisions of this settlement be or become ineffective or unenforceable, the validity of the remaining provisions hereof, including but not limited to, clause 3 para 1, shall not be affected thereby. In lieu of such ineffective or unenforceable provision, a valid provision shall be deemed agreed that comes closest to the economic intent and purpose pursued by the parties.
3. The Claimants warrant that they have not been afforded, granted or promised any special rights or privileges in connection with the action brought by them and the conclusion of this settlement, nor have they demanded any such rights/privileges. The Defendant warrants that it has not afforded, granted or promised the Claimants and/or third parties any special rights or privileges in connection with the action brought and the conclusion of this settlement.

These lawsuits are thus ended.

Wolfsburg, 30 November 2010

Board of Management