

UNITED STATES OF AMERICA )

v. )

EAGLE BUS MANUFACTURING, INC. )

IN WITNESS WHEREOF, I have hereunto signed  
my name as Secretary and affixed the Seal of said  
Corporation this 10th day of September, 1991.

Secretary

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
BROWNSVILLE DIVISION

CIVIL ACTION No. B-91-171

**CERTIFIED COPY OF RESOLUTIONS**

Upon motion duly made by Director Schmieder,  
seconded by Director Doyle, and unanimously carried  
by the affirmative vote of all of the directors present,  
the following resolutions were adopted:

RESOLVED, that this Corporation, expecting to  
be named as a defendant in a civil action brought by  
the United States of America in the United States  
District Court for the Southern District of Texas in  
the United States of America, consents to a settle-  
ment of that action encompassing the entry of a Final  
Judgment of Permanent Injunction Against Eagle Bus  
Manufacturing, Inc. and the execution of a Consent  
and Undertaking in substantially the form reviewed  
by this Board of Directors at this meeting; and

RESOLVED FURTHER, that the president of this  
Corporation, be, and he hereby is, authorized to  
execute such Consent and Undertaking of Eagle Bus  
Manufacturing, Inc. on behalf of this Corporation  
substantially in such form as reviewed by this Board  
of Directors at this meeting.

**CERTIFICATION**

I hereby certify that I am the duly elected Secretary  
of Eagle Bus Manufacturing, Inc.; that the foregoing  
is a full, true, and correct copy of resolutions duly  
adopted by the Board of Directors of said Corporation  
at a meeting thereof duly held at the office of the  
Corporation in Santa Fe, New Mexico, in the United  
States of America, and have not been rescinded or re-  
voked; and that the foregoing resolutions are not  
contrary to any provision in the Articles of Incorpora-  
tion or By-Laws of Eagle Bus Manufacturing, Inc.

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**FINAL JUDGMENT OF  
PERMANENT INJUNCTION**

Plaintiff United States of America having duly  
commenced this action by filing its Complaint for  
Permanent Injunction and ancillary relief [Complaint],  
and defendant Eagle Bus Manufacturing, Inc., having  
appeared and admitted to the jurisdiction of this Court  
over it and over the subject matter of this action;  
having waived the making of any findings of fact or  
conclusions of law; before the taking of any testimony  
and without trial, argument, or adjudication of any  
issue of fact or law herein; without admitting or  
denying the allegations of the Complaint; having  
consented to the entry of this Final Judgment of  
Permanent Injunction; and having entered into certain  
undertakings contained in the Consent and Undertaking  
annexed hereto and incorporated herein, it is hereby

ORDERED, ADJUDGED, AND DECREED that  
Eagle Bus Manufacturing, Inc., its officers, agents,  
servants, employees, successors, assigns, attorneys in  
fact, affiliates and subsidiaries, and those persons in  
active concert or participation with them, and each of  
them, are hereby permanently restrained and enjoined  
from violating Sections 104(a)(1), (2) and (3) of the

698.6915

Foreign Corrupt Practices Act of 1977, as amended, [15 U.S.C. §§ 78dd-2(a)(1), (2) and (3)], directly or indirectly, by using the mails, or any means or instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

(1) any foreign official for purposes of

(A) (i) influencing any act or decision of such foreign official in his official capacity, or (ii) inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or

(B) inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Eagle Bus Manufacturing, Inc., its officers, directors, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries and those persons in active concert or participation with them, in obtaining or retaining business for or with, or directing business to, any person; or

(2) any foreign political party or official thereof or any candidate for foreign political office for purposes of

(A) (i) influencing any act or decision of such party, official, or candidate in its or his official capacity, or (ii) inducing such party, official, or candidate to do or omit to do an act in violation of the lawful duty of such party, official, or candidate,

(B) inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant, Eagle Bus Manufacturing, Inc., its officers, directors, agents, servants,

employees, successors, assigns, attorneys in fact, affiliates and subsidiaries and those persons in active concert or participation with them, in obtaining or retaining business for or with, or directing business to, any person; or

(3) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official, to any foreign political party or official thereof, or to any candidate for foreign political office, for purposes of

(A) (i) influencing any act or decision of such foreign official, political party, party official, or candidate in his or its official capacity, or (ii) inducing such foreign official, political party, party official, or candidate to do or omit to do any act in violation of the lawful duty of such foreign official, political party, party official, or candidate, or (B) inducing such foreign official, political party, party official, or candidate to use his or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist the defendant Eagle Bus Manufacturing, Inc., its officers, directors, agents, servants, employees, successors, assigns, attorneys in fact, affiliates and subsidiaries, and those persons in active concert or participating with them, in obtaining or retaining business for or with, or directing business to, any person.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court retain jurisdiction of this matter for all purposes.

U.S. District Judge

October 28, 1991

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

698.6916