



U.S. Department of Justice

*United States Attorney
Southern District of New York*

*The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York New York 10007*

March 19, 2014

James E. Johnson, Esq.
Matthew Fishbein, Esq.
Helen Cantwell, Esq.
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022

Re: Toyota Motor Corporation – Deferred Prosecution Agreement

Dear Messrs. Johnson and Fishbein and Ms. Cantwell:

Pursuant to our discussions and written exchanges, the Office of the United States Attorney for the Southern District of New York (the “Office”) and the defendant Toyota Motor Corporation (“Toyota”), under authority granted by its Board of Directors in the form of the written authorization attached as Exhibit A, hereby enter into this Deferred Prosecution Agreement (the “Agreement”).

The Criminal Information

1. Toyota consents to the filing of a one-count Information (the “Information”) in the United States District Court for the Southern District of New York (the “Court”), charging Toyota with committing wire fraud, in violation of Title 18, United States Code, Section 1343. A copy of the Information is attached as Exhibit B. This Agreement shall take effect upon its execution by both parties.

Acceptance of Responsibility

2. Toyota admits and stipulates that the facts set forth in the Statement of Facts, attached as Exhibit C and incorporated herein, are true and accurate. In sum, Toyota admits that it misled U.S. consumers by concealing and making deceptive statements about two safety related issues affecting its vehicles, each of which caused a type of unintended acceleration.

Financial Penalty

3. As a result of the conduct described in the Information and the Statement of Facts, Toyota agrees to pay to the United States \$1.2 billion (the “Stipulated Financial Penalty”) representing the financial penalty resulting from the offense described in the Information and Statement of Facts. Toyota agrees that the facts contained in the Information and Statement of Facts are sufficient to establish that the Stipulated Financial Penalty is subject to civil forfeiture to the United States and that this Agreement, Information, and Statement of Facts

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may be attached to and incorporated into the Civil Forfeiture Complaint to be filed against the Stipulated Financial Penalty, a copy of which is attached as Exhibit D hereto. By this Agreement, Toyota specifically waives service of said Civil Forfeiture Complaint and agrees that a Final Order of Forfeiture may be entered against the Stipulated Financial Penalty. Upon payment of the Stipulated Financial Penalty, Toyota shall release any and all claims it may have to such funds and execute such documents as necessary to accomplish the forfeiture of the funds. Toyota agrees that it will not file a claim with the Court or otherwise contest the civil forfeiture of the Stipulated Financial Penalty and will not assist a third party in asserting any claim to the Stipulated Financial Penalty. Toyota agrees that the Stipulated Financial Penalty shall be treated as a penalty paid to the United States government for all purposes, including all tax purposes. Toyota agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or forfeiture paid pursuant to this Agreement.

4. Toyota shall transfer \$1.2 billion to the United States by no later than March 25, 2014 (or as otherwise directed by the Office following such date). Such payment shall be made by wire transfer to the United States Marshals Service, pursuant to wire instructions provided by the Office. If Toyota fails to timely make the payment required under this paragraph, interest (at the rate specified in Title 28, United States Code, Section 1961) shall accrue on the unpaid balance through the date of payment, unless the Office, in its sole discretion, chooses to reinstate prosecution pursuant to paragraphs 10 and 11 below.

Obligation to Cooperate

5. Toyota has cooperated with this Office's criminal investigation and agrees to cooperate fully and actively with the Office, the Federal Bureau of Investigation ("FBI"), the Department of Transportation ("DOT"), the National Highway Traffic Safety Administration ("NHTSA"), and any other agency of the government designated by the Office regarding any matter relating to the Office's investigation about which Toyota has knowledge or information.

6. It is understood that Toyota shall (a) truthfully and completely disclose all information with respect to the activities of itself and its subsidiaries Toyota Motor Sales, U.S.A., Inc. ("TMS"), Toyota Motor North America, Inc. ("TMA"), and Toyota Motor Engineering & Manufacturing North America, Inc. ("TEMA"), as well as with respect to the activities of officers, agents, and employees of Toyota, TMS, TMA, and TEMA, concerning all matters about which the Office inquires of it, which information can be used for any purpose; (b) cooperate fully with the Office, FBI, DOT, NHTSA, and any other law enforcement agency designated by the Office; (c) attend all meetings at which the Office requests its presence and use its best efforts to secure the attendance and truthful statements or testimony of any past or current officers, agents, or employees of Toyota, TMS, TMA, and TEMA at any meeting or interview or before the grand jury or at trial or at any other court proceeding; (d) provide to the Office upon request any document, record, or other tangible evidence relating to matters about which the Office or any designated law enforcement agency inquires of it; (e) assemble, organize, and provide in a responsive and prompt fashion, and upon request, on an expedited schedule, all documents, records, information and other evidence in Toyota's possession, custody or control as may be

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requested by the Office, FBI, DOT, NHTSA, or designated law enforcement agency; (f) volunteer and provide to the Office any information and documents that come to Toyota's attention that may be relevant to the Office's investigation of this matter, any issue related to the Statement of Facts, and any issue that would fall within the scope of the duties of the independent monitor (the "Monitor") as set forth in paragraph 15; (g) provide testimony or information necessary to identify or establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence in any criminal or other proceeding as requested by the Office, FBI, DOT, NHTSA, or designated law enforcement agency, including but not limited to information and testimony concerning the conduct set forth in the Information and Statement of Facts; (h) bring to the Office's attention all criminal conduct by or criminal investigations of Toyota or any of its agents or employees acting within the scope of their employment related to violations of the federal laws of the United States, as to which Toyota's Board of Directors, senior management, or United States legal and compliance personnel are aware; (i) bring to the Office's attention any administrative or regulatory proceeding or civil action or investigation by any U.S. governmental authority that alleges fraud by Toyota; and (j) commit no crimes whatsoever under the federal laws of the United States subsequent to the execution of this Agreement. To the extent the provisions of this paragraph relate to information or attendance of personnel located in Japan, the parties to this Agreement acknowledge that the request, provision, or use of such information, or attendance of personnel, is subject to applicable laws and legal principles in Japan. In the event the Office determines that information it receives from Toyota pursuant to this provision should be shared with DOT and/or NHTSA, the Office may request that Toyota provide such information to DOT and/or NHTSA directly. Toyota will submit such information to DOT and/or NHTSA consistent with the regulatory provisions related to the protection of confidential business information contained in 49 C.F.R. Part 512 and 49 C.F.R. Part 7. Nothing in this Agreement shall be construed to require Toyota to provide any information, documents or testimony protected by the attorney-client privilege, work product doctrine, or any other applicable privilege.

7. Toyota agrees that its obligations pursuant to this Agreement, which shall commence upon the signing of this Agreement, will continue for three years from the date of the Court's acceptance of this Agreement, unless otherwise extended pursuant to paragraph 12 below. Toyota's obligation to cooperate is not intended to apply in the event that a prosecution against Toyota by this Office is pursued and not deferred.

Deferral of Prosecution

8. In consideration of Toyota's entry into this Agreement and its commitment to: (a) accept and acknowledge responsibility for its conduct; (b) cooperate with the Office, FBI, DOT, NHTSA, and any other law enforcement agency designated by this Office; (c) make the payments specified in this Agreement; (d) comply with Federal criminal laws; and (e) otherwise comply with all of the terms of this Agreement, the Office shall recommend to the Court that prosecution of Toyota on the Information be deferred for three years from the date of the signing of this Agreement. Toyota shall expressly waive indictment and all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States

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Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the Southern District of New York for the period during which this Agreement is in effect.

9. It is understood that this Office cannot, and does not, agree not to prosecute Toyota for criminal tax violations. However, if Toyota fully complies with the terms of this Agreement, no testimony given or other information provided by Toyota (or any other information directly or indirectly derived therefrom) will be used against Toyota in any criminal tax prosecution. In addition, the Office agrees that, if Toyota is in compliance with all of its obligations under this Agreement, the Office will, within thirty (30) days after the expiration of the period of deferral (including any extensions thereof), seek dismissal with prejudice as to Toyota of the Information filed against Toyota pursuant to this Agreement. Except in the event of a violation by Toyota of any term of this Agreement, the Office will bring no additional charges against Toyota, except for criminal tax violations, relating to its conduct as described in the admitted Statement of Facts. This Agreement does not provide any protection against prosecution for any crimes except as set forth above and does not apply to any individual or entity other than Toyota and its subsidiaries TMS, TMA, and TEMA. Toyota and the Office understand that the Agreement to defer prosecution of Toyota must be approved by the Court, in accordance with 18 U.S.C. § 3161(h)(2). Should the Court decline to approve the Agreement to defer prosecution for any reason, both the Office and Toyota are released from any obligation imposed upon them by this Agreement, and this Agreement shall be null and void, except for the tolling provision set forth in paragraph 10.

10. It is further understood that should the Office in its sole discretion determine based on facts learned subsequent to the execution of this Agreement that Toyota has: (a) knowingly given false, incomplete or misleading information to the Office, FBI, DOT, or NHTSA, either during the term of this Agreement or in connection with the Office's investigation of the conduct described in the Information and Statement of Facts, (b) committed any crime under the federal laws of the United States subsequent to the execution of this Agreement, or (c) otherwise violated any provision of this Agreement, Toyota shall, in the Office's sole discretion, thereafter be subject to prosecution for any federal criminal violation of which the Office has knowledge, including but not limited to a prosecution based on the Information, the Statement of Facts, or the conduct described therein. Any such prosecution may be premised on any information provided by or on behalf of Toyota to the Office and/or FBI, DOT, or NHTSA at any time. In any such prosecution, no charge would be time-barred provided that such prosecution is brought within the applicable statute of limitations period, excluding (a) any period subject to any prior or existing tolling agreement between the Office and Toyota and (b) the period from the execution of this Agreement until its termination. Toyota agrees to toll, and exclude from any calculation of time, the running of the applicable criminal statute of limitations for the length of this Agreement starting from the date of the execution of this Agreement and including any extension of the period of deferral of prosecution pursuant to paragraph 12 below. By this Agreement, Toyota expressly intends to and hereby does waive its rights in the foregoing respects, including any right to make a claim premised on the statute of limitations, as well as any

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constitutional, statutory, or other claim concerning pre-indictment delay. Such waivers are knowing, voluntary, and in express reliance on the advice of Toyota's counsel.

11. It is further agreed that in the event that the Office, in its sole discretion, determines that Toyota has violated any provision of this Agreement, including by failure to meet its obligations under this Agreement: (a) all statements made by or on behalf of Toyota to the Office, FBI, DOT, and/or NHTSA, including but not limited to the Statement of Facts, or any testimony given by Toyota or by any agent of Toyota before a grand jury, or elsewhere, whether before or after the date of this Agreement, or any leads from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings hereinafter brought by the Office against Toyota; and (b) Toyota shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by or on behalf of Toyota before or after the date of this Agreement, or any leads derived therefrom, should be suppressed or otherwise excluded from evidence. It is the intent of this Agreement to waive any and all rights in the foregoing respects.

12. Toyota agrees that, in the event that the Office determines during the period of deferral of prosecution described in paragraph 8 above (or any extensions thereof) that Toyota has violated any provision of this Agreement, an extension of the period of deferral of prosecution may be imposed in the sole discretion of the Office, up to an additional one year, but in no event shall the total term of the deferral-of-prosecution period of this Agreement exceed four (4) years.

13. Toyota, having truthfully admitted to the facts in the Statement of Facts, agrees that it shall not, through its attorneys, agents, or employees, make any statement, in litigation or otherwise, contradicting the Statement of Facts or its representations in this Agreement. Consistent with this provision, Toyota may raise defenses and/or assert affirmative claims in any civil proceedings brought by private parties as long as doing so does not contradict the Statement of Facts or such representations. Any such contradictory statement by Toyota, its present or future attorneys, agents, or employees shall constitute a violation of this Agreement and Toyota thereafter shall be subject to prosecution as specified in paragraphs 8 through 11, above, or the deferral-of-prosecution period shall be extended pursuant to paragraph 12, above. The decision as to whether any such contradictory statement will be imputed to Toyota for the purpose of determining whether Toyota has violated this Agreement shall be within the sole discretion of the Office. Upon the Office's notifying Toyota of any such contradictory statement, Toyota may avoid a finding of violation of this Agreement by repudiating such statement both to the recipient of such statement and to the Office within forty-eight (48) hours after having been provided notice by the Office. Toyota consents to the public release by the Office, in its sole discretion, of any such repudiation. Nothing in this Agreement is meant to affect the obligation of Toyota or its officers, directors, agents or employees to testify truthfully to the best of their personal knowledge and belief in any proceeding.

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14. Toyota agrees that it is within the Office's sole discretion to choose, in the event of a violation, the remedies contained in paragraphs 10 and 11 above, or instead to choose to extend the period of deferral of prosecution pursuant to paragraph 12. Toyota understands and agrees that the exercise of the Office's discretion under this Agreement is unreviewable by any court. Should the Office determine that Toyota has violated this Agreement, the Office shall provide notice to Toyota of that determination and provide Toyota with an opportunity to make a presentation to the Office to demonstrate that no violation occurred, or, to the extent applicable, that the violation should not result in the exercise of those remedies or in an extension of the period of deferral of prosecution, including because the violation has been cured by Toyota.

Independent Monitor

15. Toyota agrees to retain a Monitor upon selection by the Office and approval by the Office of the Deputy Attorney General, whose powers, rights and responsibilities shall be as set forth below.

(a). Jurisdiction, Powers, and Oversight Authority. To address issues related to the Statement of Facts and Information, the Monitor shall have the authorities and duties defined below. The scope of the Monitor's authority is to review and assess Toyota's policies, practices or procedures as set forth below, and is not intended to include substantive review of the correctness of any of Toyota's decisions relating to compliance with NHTSA's regulatory regime, including the National Traffic and Motor Vehicle Safety Act, its implementing regulations, and related policies. Nor is it intended to supplant NHTSA's authority over decisions related to motor vehicle safety.

(1). Review and assess whether Toyota's policies, practices, or procedures ensure that Toyota's public statements in the United States related to motor vehicle safety are true and accurate;

(2). Review and assess the effectiveness of Toyota's policies, practices, or procedures for making information relating to accidents that take place in the United States available to Toyota's engineers, Toyota's chief quality officer for North America, and Toyota's regional product safety executive for North America; and

(3). Review and assess whether Toyota's policies, practices, or procedures regarding the generation of field technical reports – as opposed to other internal reporting mechanisms, including, but not limited to, the “intra-company communication” – in the United States ensure compliance with 49 C.F.R. Part 579.

It is the intent of this Agreement that the provisions regarding the Monitor's jurisdiction, powers, and oversight authority and duties be broadly construed, subject to the following limitation: the Monitor's responsibilities shall be limited to Toyota's activities in the United States, and to the extent the Monitor seeks information outside the United States, compliance with such requests shall be consistent with the applicable legal principles in that jurisdiction. Toyota shall adopt all

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recommendations submitted by the Monitor unless Toyota objects to any recommendation and the Office agrees that adoption of such recommendation should not be required.

(b). Access to Information. The Monitor shall have the authority to take such reasonable steps, in the Monitor's view, as necessary to be fully informed about those operations of Toyota within or relating to his or her jurisdiction. To that end, the Monitor shall have:

(1). Access to, and the right to make copies of, any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or electronic records, including e-mails, of Toyota and its subsidiaries TMS, TMA, and TEMA, and of officers, agents, and employees of Toyota, TMS, TMA, and TEMA, within or relating to his or her jurisdiction that are located in the United States. To the extent the Monitor believes such information from Japan is reasonably necessary, Toyota will make its best efforts to request the information and make it available to the Monitor in the United States consistent with applicable laws and legal principles in Japan; and

(2). The right to interview any officer, employee, agent, or consultant of Toyota, TMS, TMA, and TEMA conducting business in or present in the United States and to participate in any meeting in the United States concerning any matter within or relating to the Monitor's jurisdiction.

To the extent that the Monitor seeks access to information contained within privileged documents or materials, Toyota shall use its best efforts to provide the Monitor with the information without compromising the asserted privilege.

(c). Confidentiality.

(1). The Monitor shall maintain the confidentiality of any non-public information entrusted or made available to the Monitor. The Monitor shall share such information only with the Office and FBI. The Monitor may also determine that such information should be shared with DOT and/or NHTSA. In the event of such a determination, the Monitor may request that Toyota provide the subject information directly to DOT and/or NHTSA. Toyota will submit such information to DOT or NHTSA consistent with the regulatory provisions related to the protection of confidential business information contained in 49 C.F.R. Part 512 and 49 C.F.R. Part 7.

(2). The Monitor shall sign a non-disclosure agreement with Toyota prohibiting disclosure of information received from Toyota to anyone other than to the Office, FBI, DOT, or NHTSA, and anyone hired by the Monitor. Within thirty days after the end of the Monitor's term, the Monitor shall either return anything obtained from Toyota, or certify that such information has been destroyed. Anyone hired by the Monitor shall also sign a non-disclosure agreement with similar return or destruction requirements as set forth in this subparagraph.

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(d). Hiring Authority. The Monitor shall have the authority to employ legal counsel, consultants, investigators, experts, and any other personnel necessary to assist in the proper discharge of the Monitor's duties.

(e). Implementing Authority. The Monitor shall have the authority to take any other actions in the United States that are necessary to effectuate the Monitor's oversight and monitoring responsibilities.

(f). Miscellaneous Provisions.

(1). Term. The Monitor's authority set forth herein shall extend for a period of three years from the commencement of the Monitor's duties, except that (a) in the event the Office determines during the period of the Monitorship (or any extensions thereof) that Toyota has violated any provision of this Agreement, an extension of the period of the Monitorship may be imposed in the sole discretion of the Office, up to an additional one-year extension, but in no event shall the total term of the Monitorship exceed the term of the Agreement; and (b) in the event the Office, in its sole discretion, determines during the period of the Monitorship that the employment of a Monitor is no longer necessary to carry out the purposes of this Agreement, the Office may shorten the period of the Monitorship.

(2). Selection of the Monitor. The Office shall consult with Toyota, including soliciting nominations from Toyota, using its best efforts to select and appoint a mutually acceptable Monitor (and any replacement Monitors, if required) as promptly as possible. In the event that the Office is unable to select a Monitor acceptable to Toyota, the Office shall have the sole right to select a monitor (and any replacement Monitors, if required). To ensure the integrity of the Monitorship, the Monitor must be independent and objective and the following persons shall not be eligible as either a Monitor or an agent, consultant or employee of the Monitor: (a) any person previously employed by Toyota; or (b) any person who has been directly adverse to Toyota in any proceeding. The selection of the Monitor must be approved by the Deputy Attorney General.

(3). Notice regarding the Monitor; Monitor's Authority to Act on Information received from Employees; No Penalty for Reporting. Toyota shall establish an independent, toll-free answering service to facilitate communication anonymously or otherwise with the Monitor. Within 10 days of the commencement of the Monitor's duties, Toyota shall advise employees of its subsidiaries TMS, TMA, and TEMA in writing of the appointment of the Monitor, the Monitor's powers and duties as set forth in this Agreement, the toll-free number established for contacting the Monitor, and email and mail addresses designated by the Monitor. Such notice shall inform employees that they may communicate with the Monitor anonymously or otherwise, and that no agent, consultant, or employee of Toyota shall be penalized in any way for providing information to the Monitor. In addition, such notice shall direct that, if an employee is aware of any violation of any law or any unethical conduct that has not been reported to an appropriate federal, state or municipal agency, the employee is obligated to report such violation or conduct to Toyota's compliance office in the United States or the Monitor. The

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Monitor shall have access to all communications made using this toll-free number. The Monitor has the sole discretion to determine whether the toll-free number is sufficient to permit confidential and/or anonymous communications or whether the establishment of an additional toll-free number is required.

(4). Reports to the Office. The Monitor shall keep records of his or her activities, including copies of all correspondence and telephone logs, as well as records relating to actions taken in response to correspondence or telephone calls. If potentially illegal or unethical conduct is reported to the Monitor, the Monitor may, at his or her option, conduct an investigation, and/or refer the matter to the Office. The Monitor should, at his or her option, refer any potentially illegal or unethical conduct to Toyota's compliance office. The Monitor may report to the Office whenever the Monitor deems fit but, in any event, shall file a written report not less often than every four months regarding: the Monitor's activities; whether Toyota is complying with the terms of this Agreement; and any changes that are necessary to foster Toyota's compliance with any applicable laws, regulations and standards related to the Monitor's jurisdiction as set forth in paragraph 15(a). Such periodic written reports are to be provided to Toyota and the Office. The Office may, in its sole discretion, provide to FBI all or part of any such periodic written report, or other information provided to the Office by the Monitor. The Office may also determine that all or part of any such periodic report, or other information provided to the Office by the Monitor, be provided to DOT and/or NHTSA. In the event of such a determination, the Office may request that Toyota transmit such report, part of a report, and/or non-public information to DOT and/or NHTSA directly. Toyota will submit such report, part of a report, and/or non-public information to DOT and/or NHTSA consistent with the regulatory provisions related to the protection of confidential business information contained in 49 C.F.R. Part 512 and 49 C.F.R. Part 7. Toyota may provide all or part of any periodic written reports to NHTSA or other federal agencies or governmental entities. Should the Monitor determine that it appears that Toyota has violated any law, has violated any provision of this Agreement, or has engaged in any conduct that could warrant the modification of his or her jurisdiction, the Monitor shall promptly notify the Office, and when appropriate, Toyota.

(5). Cooperation with the Monitor. Toyota and all of its officers, directors, employees, agents, and consultants, and all of the officers, directors, employees, agents, and consultants of Toyota's subsidiaries TMS, TMA, and TEMA shall have an affirmative duty to cooperate with and assist the Monitor in the execution of his or her duties provided in this Agreement and shall inform the Monitor of any non-privileged information that may relate to the Monitor's duties or lead to information that relates to his or her duties. Failure of any Toyota, TMS, TMA, or TEMA officer, director, employee, or agent to cooperate with the Monitor may, in the sole discretion of the Monitor, serve as a basis for the Monitor to recommend dismissal or other disciplinary action.

(6). Compensation and Expenses. Although the Monitor shall operate under the supervision of the Office, the compensation and expenses of the Monitor, and of the persons hired under his or her authority, shall be paid by Toyota. The Monitor, and any persons hired by the Monitor, shall be compensated in accordance with their respective typical hourly

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rates. Toyota shall pay bills for compensation and expenses promptly, and in any event within 30 days. In addition, within one week after the selection of the Monitor, Toyota shall make available, at either TMS, TMA or TEMA, office space, telephone service and clerical assistance sufficient for the Monitor to carry out his or her duties.

(7). Indemnification. Toyota shall provide an appropriate indemnification agreement to the Monitor with respect to any claims arising out of the performance of the Monitor's duties.

(8). No Affiliation. The Monitor is not, and shall not be treated for any purpose, as an officer, employee, agent, or affiliate of Toyota.

Limits of this Agreement

16. It is understood that this Agreement is binding on the Office but does not bind any other Federal agencies, any state or local law enforcement agencies, any licensing authorities, or any regulatory authorities. However, if requested by Toyota or its attorneys, the Office will bring to the attention of any such agencies, including but not limited to any regulators, as applicable, this Agreement, the cooperation of Toyota, and Toyota's compliance with its obligations under this Agreement.

Public Filing

17. Toyota and the Office agree that, upon the submission of this Agreement (including the Statement of Facts and other attachments) to the Court, this Agreement and its attachments shall be filed publicly in the proceedings in the United States District Court for the Southern District of New York.

18. The parties understand that this Agreement reflects the unique facts of this case and is not intended as precedent for other cases.

Execution in Counterparts

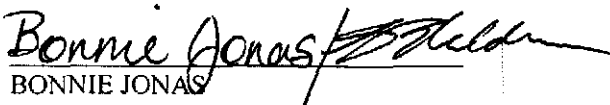
19. This Agreement may be executed in one or more counterparts, each of which shall be considered effective as an original signature.

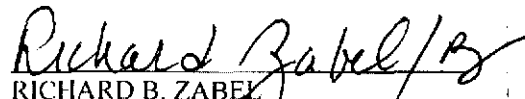
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Integration Clause

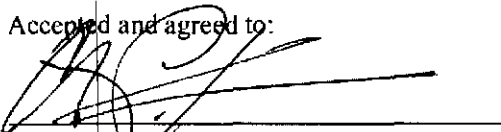
20. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between Toyota and the Office. No modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Office, Toyota's attorneys, and a duly authorized representative of Toyota.

PREET BHARARA
United States Attorney
Southern District of New York

By: 
BONNIE JONAS
SARAH E. MCCALLUM
Assistant United States Attorneys


RICHARD B. ZABEL
Deputy United States Attorney

Accepted and agreed to:


Christopher P. Reynolds
General Counsel and Chief Legal Officer,
Toyota Motor North America, Inc.
Group Vice President,
Toyota Motor Sales U.S.A., Inc.


James E. Johnson, Esq.
Matthew Fishbein, Esq.
Helen Cantwell, Esq.
Attorneys for TOYOTA

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Integration Clause

20. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between Toyota and the Office. No modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Office, Toyota's attorneys, and a duly authorized representative of Toyota.

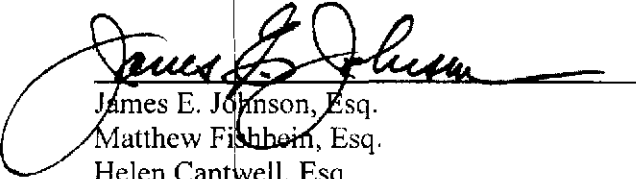
PREET BHARARA
United States Attorney
Southern District of New York

By: 
BONNIE JONAS
SARAH E. MCCALLUM
Assistant United States Attorneys


RICHARD B. ZABEL
Deputy United States Attorney

Accepted and agreed to:

Christopher P. Reynolds
General Counsel and Chief Legal Officer,
Toyota Motor North America, Inc.
Group Vice President,
Toyota Motor Sales U.S.A., Inc.


James E. Johnson, Esq.
Matthew Fishbein, Esq.
Helen Cantwell, Esq.
Attorneys for TOYOTA