



**Joint Report of the Executive Board of
MAN Aktiengesellschaft
and
the Management of MAN Versicherungsvermittlung GmbH
concerning the
Control and Profit Transfer Agreement
from March 1st, 2007**

As controlling company, MAN Aktiengesellschaft has concluded a Control and Profit Transfer Agreement with its 100% subsidiary, MAN Versicherungsvermittlung GmbH, which is to be presented to the MAN Aktiengesellschaft Annual General Meeting on May 10th, 2007 for adoption. To inform stockholders and prepare them for the decision-making process, the board members of MAN Aktiengesellschaft as well as the management of MAN Versicherungsvermittlung GmbH are providing the following detailed statement on the corporate contract, pursuant to the provisions of § 293a AktG.

1. MAN Aktiengesellschaft, with headquarters in Munich ("MAN AG"), is the controlling company of the MAN Group. On December 5th, 2003, MAN Finance International GmbH, with headquarters in Munich ("MFI"), a 100% subsidiary of MAN AG, founded MAN Versicherungsvermittlung GmbH, with headquarters in Munich ("MAV"); the company was entered in the Commercial Register of the Munich Local Court of Registration under the number HRB 150921. The company's essential purpose is to negotiate, conclude and manage all types of insurance contracts for MAN Group companies. As a result of the Control and Profit Transfer Agreement concluded on February 17th, 2004 between MFI as controlling company and MAV as controlled company, MAV was previously integrated into the contractual group.
2. With the notarial contract of March 1st, 2007, MFI sold all of its MAV shares to MAN AG. The background for this measure is an economic and organizational reassignment of the MAV within the MAN Group.
3. On March 1st, 2007, MAN AG, as controlling company, concluded a Control and Profit Transfer Agreement with MAV. The content of the corporate contract contains the legally required provisions. These provisions will now be presented and explained:
 - 3.1 MAV places the management of its company under the control of MAN AG. Accordingly, MAN AG, as controlling company, has the right to issue directives to the MAV management regarding the company's administration.



- 3.2 Within the framework of a Profit Transfer Agreement, MAV is obligated to transfer its entire profits, determined according to standard commercial regulations, to MAN AG. This shall first occur beginning with the current fiscal year starting January 1st, 2007. During the life of this contract, MAN AG is obligated to offset any annual deficit identified in MAV's financial statements pursuant to Sec. 302 AktG. The contract clearly states that assumption of profit or loss is required on the MAV's balance sheet date.
- 3.3 Furthermore, notwithstanding the obligation to transfer the entire net earnings which would result without the transfer of profits, the contract stipulates that with the agreement of MAN AG, MAV may accrue reserves in its financial statements insofar as these are legally permissible and economically founded under reasonable commercial principles. The creation of reserves presumes that this does not endanger recognition of the contract in regard to tax purposes. Sec. 301 AktG shall be applied.
- 3.4 In respect to the fact that MAV is a 100% subsidiary of MAN AG, the corporate contract foresees no compensation pursuant to Sec. 304 AktG, respectively settlement pursuant to Sec. 305 AktG, for outside partners.
- 3.5 The contract is concluded for an indeterminate period. Its minimum duration is five years – under consideration of the prerequisites for recognition of fiscal affiliation. Accordingly, ordinary termination of the corporate contract shall first be permissible on December 31st, 2011. Ordinary termination is only possible under observance of 12 months' notice and at the end of an MAV fiscal year. The right of termination due to important circumstances pursuant to Sec. 297 AktG remains unaffected. Regarding this, the contract clearly states that the loss of MAN AG's position as the MAV's majority stockholder, through divestiture of its holdings or by other actions, is considered to be important grounds for termination.
- 3.6 To go into effect, the Control and Profit Transfer Agreement requires the consent of the MAN AG Annual General Meeting as well as the consent of the MAV Member's Meeting. Consent by the latter was already given at the MAV Member's Meeting on March 1st, 2007.

In addition, entry of the corporate contract in the MAV commercial register is also required for it to become effective.

The control agreement foreseen in the corporate contract is valid as soon as it becomes effective. The Profit Transfer Agreement goes into effect retroactively from January 1st, 2007.



MAN Aktiengesellschaft

4. The conclusion of a Control and Profit Transfer Agreement between MAN AG and MAV is appropriate and advisable for the following reasons:
 - 4.1 With conclusion of the corporate contract, MAV remains integrated in the contractual group. MAV can thus continue to be involved to an unlimited degree in the overall planning of the MAN Group; this simplifies control and implementation of strategic measures in the company's business operations to the benefit of both contractual parties and the entire Group.
 - 4.2 The corporate and business tax-related affiliation remains unaffected.

Munich, March 6th, 2007

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This document is a convenient translation. Only the German version of this document is legally binding and shall prevail.