

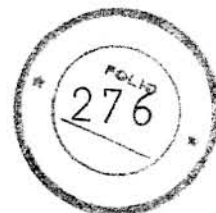
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AMENDED AND RESTATED CONTRACT

for

Belgrano Cargas Railway Rehabilitation Project



by and between

THE MINISTRY OF INTERIOR AND TRANSPORTATION
REPUBLIC OF ARGENTINA

as the Principal

and

CHINA MACHINERY ENGINEERING CORPORATION (CMEC)

as CMEC

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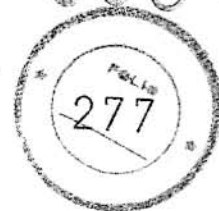


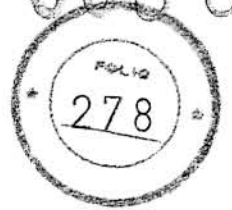
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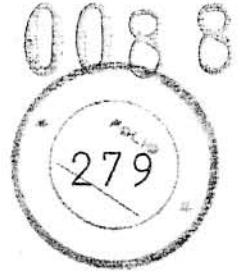
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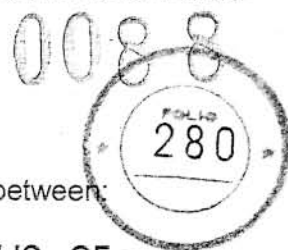
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This Amended and Restated Contract is made on December 4TH 2013 by and between:

THE MINISTRY OF INTERIOR AND TRANSPORTATION - REPUBLIC OF ARGENTINA, having its principal address at: 25 de Mayo 101, City of Buenos Aires, Republic of Argentina, represented by the Minister of Interior and Transportation of Argentina, Mr. Aníbal Florencio Randazzo (hereinafter referred to as the "Principal") on one party, and

CHINA MACHINERY ENGINEERING CORPORATION (hereinafter referred to as "CMEC"), with its principal address at 178 Guang An Men Wai Street, Xicheng District, Beijing 100055, China, represented by Mr. Zhang Chun, the President of CMEC, for the other party.

WITNESS THAT

Whereas, the Argentine Republic is implementing public policies related to Railways aiming at strengthening and improving the Railway system.

Whereas Belgrano Cargo Railway Network serves as the key vehicle to achieve the following political and economic purposes (a) to improve the transportation capacity of the country, (b) to connect the grain production regions, ports and consuming areas, (c) to improve regional economy; therefore, the Principal has presented a complete project for the Rehabilitation of the Belgrano Cargas Railway System;

Whereas, on November 16th, 2004, a "Memorandum of Understanding upon the Cooperation in Railway Activities" was signed between the Ministry of Commerce of the P.R. China and the Ministry of Federal Planning, Public Investment and Service of the Republic of Argentina, in which it was agreed to support and promote the participation of enterprises of both countries in the improvement of the railway system;

Whereas, on October 14th, 2009, the final document of the 17th Committee on Economy and Trade was signed between the Governments of the P.R. China and the Republic of Argentina, in which the two governments agreed to send working teams to conduct railway infrastructure cooperation;

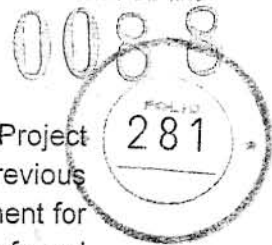
Whereas, on the above date, the two countries agreed to preferentially cooperate on a series of projects, including Belgrano Cargas Railway Rehabilitation Project;

Whereas, CMEC is a Chinese company, wholly owned by the State of The People's Republic of China and has expertise in the manufacture and sale of railway equipment and infrastructure;

Whereas, on March 11th, 2010, the Contract for Belgrano Cargo Railway Rehabilitation Project was signed between the Secretary of Transportation and CMEC whose corporate name was at that time "China National Machinery & Equipment Import & Export Corporation", together with its General Conditions of Contract, Particular Conditions of Contract (for Supply of Materials and Plant), Particular Conditions of Contract (for Construction and Services), (hereinafter referred as the "Original Contract"). The Original Contract was amended by Amendments I to VI dated July 13th, 2010, October 8th, 2010, April 7th, 2011, October 7th, 2011, June 25th, 2012, and September 25th 2013 respectively) hereinafter referred to, together with any other

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amendment to the Original Contract and other agreements or contracts for the Project between the Parties dated prior to this Agreement, as the "Previous Amendments").Whereas, on September 25th 2013, the Parties signed an Agreement for the supply of rails, sleepers, clip fasteners and other components (hereinafter referred as the "Previous Supply Agreement"). Hereinafter the Original Contract, the Previous Amendments and the Previous Supply Agreement are jointly defined as the "Previous Agreements";

Whereas, on June 25th, 2012 the Buyer Credit Facility Agreement for up to US\$ 2,099,965,834 supported by SINOSURE was entered into MINISTRY OF ECONOMY AND PUBLIC FINANCE OF THE REPUBLIC OF ARGENTINA and CHINA DEVELOPMENT BANK CORPORATION and INDUSTRIAL AND COMMERCIAL BANK LIMITED (hereinafter referred as the "Credit Agreement");

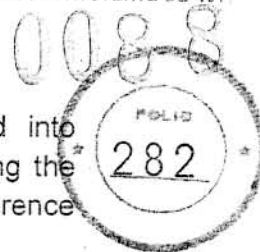
Whereas, on the date hereof, the MINISTRY OF ECONOMY AND PUBLIC FINANCE OF THE REPUBLIC OF ARGENTINA and CMEC signed an Agreement regarding the applicable procedure for the advance payment set forth in this Contract (hereinafter referred as the "Advance Payment Agreement");

Whereas, the Parties have agreed to modify certain terms and conditions of the Original Contract -as amended by the Previous Amendments- and wish to restate in this Amended and Restated Agreement the complete and final agreement between the Parties.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings set forth herein, the Parties hereto agree as follows:

ARTICLE-1 DEFINITIONS

- 1.1 In construing the Contract (as hereinafter defined) the following words and expressions shall have the following meanings hereby assigned to them:
- 1.1.1 **"Advance Payment"** means the payment of 15% of the Total Contract Price, to be made pursuant to **ARTICLE-6.1**.
- 1.1.2 **"Advance Payment Agreement"** has the meaning defined in the Whereas of this Contract.
- 1.1.3 **"Approval"** and **"Approved"** refer to any approval made in writing.
- 1.1.4 **"Belgrano Cargas Rehabilitation Project"** means the integral restoration of the railway lines operated by Belgrano Cargas y Logística S.A..
- 1.1.5 **"Builder"** means ADMINISTRACION DE INFRAESTRUCTURAS FERROVIARIAS SOCIEDAD DEL ESTADO and/or BELGRANO CARGAS Y LOGISTICA SOCIEDAD ANONIMA, indistinctly.
- 1.1.6 **"CMEC"** means CHINA MACHINERY ENGINEERING CORPORATION (CMEC) previously named as CHINA NATIONAL MACHINERY AND EQUIPMENT IMPORT & EXPORT CORPORATION.



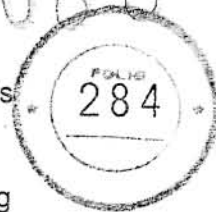
- 1.1.7 **"Contract"** means this Amended and Restated Agreement entered into between the Principal and CMEC, as recorded in the Contract, including the Contract, all Annexes thereto and all documents incorporated by reference therein.
- 1.1.8 **"Contract Goods"** means the Railway Components, the Rolling Stock, the Heavy Machinery, the Spare Parts, the Tools, the Technical Documents, the Technical Services and the Technical Training.
- 1.1.9 **"Construction"** means the works to be performed throughout the Belgrano Cargas y Logistica S.A. railway lines including the total renovation of one thousand and five hundred eleven kilometers (1511 km) and the improvement of three hundred and twenty one kilometers (321 km) of the Belgrano Cargas y Logistica S.A. railway lines, as defined in **ANNEX-18**.
- 1.1.10 **"Construction Agreement"** means each of the Construction contracts signed by the Builder and the Sub-Builder/s for the construction of the Belgrano Cargas Rehabilitation Project.
- 1.1.11 **"Day"** means calendar day.
- 1.1.12 **"Effective Date"** has the meaning set forth in **ARTICLE-36.2**.
- 1.1.13 **"Extended Warranty of Refitting"** has the meaning set forth in **ARTICLE-15.7**.
- 1.1.14 **"Final Acceptance Certificate"** means the certificate signed by the Principal and CMEC after the expiration of Guarantee Period of the Contract Goods.
- 1.1.15 **"First Interim Payment of the Supply Price"** has the meaning defined in **ARTICLE -6.2**.
- 1.1.16 **"Guarantee Period"** means the term of duration of the Manufacturing Guarantee stated in **ARTICLE-15.2** hereof.
- 1.1.17 **"Heavy Machinery"** means the machinery detailed in **ANNEX-2.3** of this Agreement.
- 1.1.18 **"Manufacturing Guarantee"** has the meaning defined in **ARTICLE-15.1**.
- 1.1.19 **"Month"** means calendar month.
- 1.1.20 **"Performance Price"** means the total sum stated in **ARTICLE-5.2(ii)** hereof.
- 1.1.21 **"Port of Destination"** means the seaport in the Republic of Argentina for unloading shipment of the Contract Goods.
- 1.1.22 **"Port of Shipment"** or **"China Port"** means the loading seaport in the People's Republic of China chosen by CMEC for purpose of effecting shipment of the Contract Goods.
- 1.1.23 **Principal"** means the MINISTRY OF INTERIOR AND TRANSPORTATION, REPUBLIC OF ARGENTINA.

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- 1.1.24 **"Progress Certificate of the Construction"** means the certificate signed by the Principal or the Builder pursuant to the form attached as **ANNEX-15**.
- 1.1.25 **"Progress Supervision Certificate of the Construction"** means the certificate signed by CMEC pursuant to the form attached as **ANNEX-16**.
- 1.1.26 **"Promissory Notes"** has the meaning set forth in the Advance Payment Agreement.
- 1.1.27 **"Provisional Acceptance Certificate"** means the certificate signed by the Principal and CMEC when the Contract Goods are found to meet the requirements of the Technical Specifications in such a manner as provided in **ARTICLE-14** of this Contract, in accordance with the form set forth in **ANNEX-9.3**.
- 1.1.28 **"Railway Components"** means Rails Profile Class "X" 54, sleepers and clip fasteners, and other components detailed in **ANNEX 2.1** of this Agreement.
- 1.1.29 **"Rolling Stock"** means the locomotives and train sets, wheels, axles, bearings, couplers, breaking systems and other components detailed in **ANNEX-2.2** of this Agreement.
- 1.1.30 **"Spare Parts"** means the parts that are used for the replacement of the original parts of the Contract Goods, as recommended by the Contract or described in **ANNEX-3**.
- 1.1.31 **"Sub-Builder"** /s means the entity/ies to be designated by the Principal or the Builder to perform all or part of the Construction pursuant to **ARTICLE-18.1**.
- 1.1.32 **"Technical documents"** means the documents to be supplied and delivered to the Principal by CMEC under the Contract pursuant to **ARTICLE-3.2**.
- 1.1.33 **"Technical Service"** means the service to be provided to the Principal by CMEC under the Contract pursuant to **ARTICLE-3.2**.
- 1.1.34 **"Technical Specifications"** means the specifications described in **ANNEX-2** hereto.
- 1.1.35 **"Technical Training"** means the training to be provided by CMEC to the Principal's representative pursuant to **ARTICLE-3.2**.
- 1.1.36 **"Tools"** means the attendant tools, which are to be supplied and delivered to the Principal by CMEC under the Contract pursuant to **ARTICLE-3.2**.
- 1.1.37 **"Total Contract Price"** means the total sum stated in **ARTICLE-5.1** hereof.
- 1.1.38 **"Week"** means any period of 7 (seven) consecutive days.
- 1.1.39 **"Supply Price"** means the sum stated in **ARTICLE-5.2(i)** hereof.
- 1.1.40 **"Working Day"** means an official working day in the Republic of Argentina, the People's Republic of China and other countries (if any). Whenever this Contract refers to a Working Day, the reference shall be deemed to be made to a

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Working Day in the place of performance of the obligation for which the term is set forth.

- 1.1.41 "Writing" means any hand-written, type written or printed statement, including facsimile transmission.
- 1.1.42 "Year" means the Gregorian calendar year.
- 1.2 Words importing the singular only also include the plural and vice versa where the context requires.
- 1.3 The headings in the Contract are for the purpose of reference only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the provisions hereof.
- 1.4 In this Contract, words and expressions shall have the meanings as are respectively assigned to them in the Contract and should be interpreted in conformity with the purpose of the Contract and according to requirements of the context.

ARTICLE-2 CONTRACT DOCUMENTS

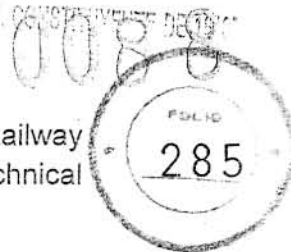
- 2.1 The Contract shall consist of and include the following documents:
 - (1) Contract
 - (2) The Annexes mentioned at the beginning of the Contract.
- 2.2 Unless otherwise provided in the Contract, in case of conflict or discrepancy between the Contract and Annexes thereto, as both of them may be amended from time to time, the Contract shall prevail.
- 2.3 Detailed design, amendment to the Contract and any other agreement in whatsoever form signed by the parties hereto in accordance with the Contract and upon the execution of the Contract shall constitute an integral part of the Contract and prevail over the relevant prior provisions of the same nature.
- 2.4 This Contract modifies and supersedes the Previous Agreements.

ARTICLE-3 PURPOSE OF THE CONTRACT

- 3.1 The Parties agree and understand that the purpose of this Contract is: (i) The Principal will buy from CMEC and CMEC will sell to the Principal the Contract Goods for the Belgrano Cargas Railway Rehabilitation Project, pursuant to the terms and conditions provided in this Contract; (ii) CMEC shall monitor the progress of the Construction and –acting as representative and payment agent of the principal- shall perform payment services related to it pursuant to the terms and conditions provided in this Contract.
- 3.2 The scope of work by CMEC under the Contract shall consist of:

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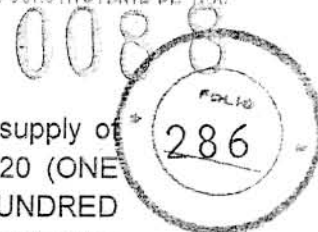
- (1) Design, manufacture, supply and delivery of the Rolling Stock, Railway Components and Heavy Machinery in accordance with the Technical Specifications set forth **ANNEX-2** hereof;
- (2) Supply and delivery of the Spare Parts specified in **ANNEX-3** and Tools specified in **ANNEX-4** hereto.
- (3) Supply and delivery of Technical Documents as set forth in **ARTICLE-11** and **ANNEX-5** hereof.
- (4) Provision of the Technical Services as set forth in **ARTICLE-16** and **ANNEX-6** hereof and including the supervision of commissioning and acceptance by the Principal's technical personnel of the Contract Goods in the Principal's premises and other technical services by CMEC's services engineer(s) as set forth in **ARTICLE-16** hereof;
- (5) Provision of Technical Training to the Principal's technical personnel in the Republic of Argentina and the People's Republic of China by CMEC as set forth in **ARTICLE-16** and **ANNEX-7** hereof.
- (6) Monitoring the progress of the Construction and -acting as representative and payment agent of the principal- perform payment services, pursuant to the terms and conditions provided in this Contract.

ARTICLE-4 TECHNICAL SPECIFICATIONS

- 4.1 The Technical Specifications of the Contract Goods shall be in accordance with the specifications enclosed herein as **ANNEX-2**.
- 4.2 CMEC shall have the right to make slight modifications of the specifications of the Contract Goods for enhancement purposes by making no substantial changes in the specifications of the Contract Goods, subject to the Principal's prior approval, which shall not be withheld longer than two (2) weeks without reasonable reason after CMEC has presented the technical proposal for the required modifications. Otherwise the Principal shall be deemed to have issued such approval to CMEC.
- 4.3 The Principal shall furnish CMEC with all required technical information regarding the Rolling Stock such as painting and marking instructions including script in Spanish within thirty (30) days after the first Design Liaison Meeting.

ARTICLE-5 CONTRACT PRICES

- 5.1 The Total Contract Price is USD 2,470,548,040 (TWO BILLION FOUR HUNDRED SEVENTY MILLION FIVE HUNDRED FORTY EIGHT THOUSAND AND FORTY US DOLLARS).
- 5.2 The Total Contract Price includes: (i) USD 1,235,274,020 (ONE BILLION TWO HUNDRED AND THIRTY FIVE MILLION TWO HUNDRED SEVENTY FOUR



THOUSAND AND TWENTY US DOLLARS), in consideration for the supply of the Contract Goods as the Supply Price; and (ii) USD 1,235,274,020 (ONE BILLION TWO HUNDRED AND THIRTY FIVE MILLION TWO HUNDRED SEVENTY FOUR THOUSAND AND TWENTY US DOLLARS), to be applied for the Construction and the services set forth in **ARTICLE-18.3** to **18.6** as the Performance Price.

- 5.3 The breakdown of the Total Contract Price is set forth in **ANNEX-8**.
- 5.4 The Supply Price shall be firm and fixed and not subject to adjustments, except for the provisions set forth in **ARTICLE-36.5**.

ARTICLE-6 PAYMENT TERMS AND CONDITIONS

6.1 Advance Payment: The Advance Payment shall be paid to CMEC in the terms and conditions set forth in the Advance Payment Agreement, provided that CMEC has furnished: (i) a receipt for the Advance Payment, pursuant to the form set forth in **ANNEX-17**; and (ii) proof of the dully execution of the guarantee stated in the Advance Payment Agreement. The Advance Payment shall be fully allocated to the Performance Price.

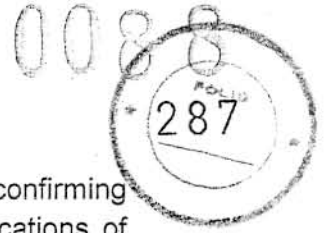
6.2 Supply Price:

6.2.1. Twenty percent (20%) of the total Supply Price shall be paid through the disbursements to be made pursuant to the Credit Agreement, within 30 (thirty) days following the Effective Date of this Agreement (the "**First Interim Payment of the Supply Price**"), upon CMEC producing commercial invoices for such an amount issued (in five copies) by CMEC and provided that:

- a. CMEC has furnished the Bank Guarantee as set forth in **ARTICLE-7**; and
- b. CMEC has delivered to the Principal a brief of the contracts with CMEC's key suppliers for the Contract Goods, signed by CMEC and the suppliers.

6.2.2. Seventy five percent (75%) of the Supply Price shall be paid through the disbursements to be made pursuant to the Credit Agreement, against presentation of the following documents, in proportion to the delivery of each batch of the Contract Goods:

- a. Signed Commercial Invoice in three (3) originals. The Commercial Invoice shall cover an amount equivalent to the value of the portion of the Contract Goods delivered;
- b. Full set of clean "on board" "freight paid" ocean bill of lading made out to order and blank endorsed marked: "Notify the Principal";
- c. Packing List in three (3) copies;



- d. Certificate of the Country of Origin in one (1) copy;
- e. Manufacturer's Inspection Certificate in three (3) copies confirming conformity of the Contract Goods to the technical specifications of the Contract;
- f. The Pre-delivery Inspection Certificate in connection with the Contract Goods, pursuant to **ANNEX-9-1** "Specimen of Pre-Delivery Inspection Certificate", or Free Pre-delivery Inspection Certificate, pursuant to **ANNEX-9.2** "Specimen of Free Pre-Delivery Inspection Certificate" in three (3) copies.

6.2.3. The balance of five percent (5%) of the Supply Price in proportion to the delivery of each batch of the Contract Goods shall be paid through the disbursements to be made pursuant to the Credit Agreement, against presentation of the following documents, in proportion to the delivery of each batch of the Contract Goods:

- a. Provisional Acceptance Certificate in connection with the Contract Goods delivered. A specimen of the Provisional Acceptance Certificate is attached as **ANNEX-9-3**.
- b. Bank Bond for Guarantee Period corresponding to the Contract Goods delivered.

6.2.4. If Principal fails to pay any given portion of the Supply Price (except for the First Interim Payment of the Supply Price) within 25 (twenty five) Working Days after the corresponding due date, the unpaid amount will be subject to an interest of 7.2% per year. The Principal will be deemed to have complied with its payment obligation on the date when the principal delivers the correct Utilisation Request pursuant to the Credit Agreement. Delay in the payment of the First Interim Payment of the Supply Price will not be subject to any interest.

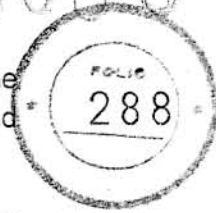
6.3 Performance Price: 70% (seventy percent) of the Performance Price shall be paid through the disbursements to be made pursuant to the Credit Agreement - after the Advance Payment has been used to pay the Builder or the Sub-Builder/s in charge of the Construction, and upon presentation of the following documents in proportion to the progress of the Construction:

- a. Progress Certificate of the Construction issued by the Principal for the amount of the Construction completed. The Principal is entitled to delegate the issuance of Progress Certificate of the Construction on any of the Builders.
- b. Progress Supervision Certificate of the Construction issued by CMEC for the amount of the Construction completed.

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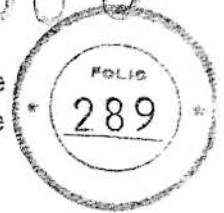
- c. Commercial invoice issued by the Builder/s or the Sub-Builder/s for the works corresponding to each applicable set of Progress Certificate and Progress Supervision Certificate.
- d. Commercial invoice issued by the Constructor corresponding to the monitoring and payment services mentioned in **ARTICLES 18.4 to 18.6**.

ARTICLE-7 GUARANTEES

- 7.1 CMEC shall execute a guarantee credit assignment on the Promissory Notes in favor of the Principal as a guarantee on the Advance Payment in the terms and conditions set forth in the Advance Payment Agreement. This guarantee shall be proportionately decreased upon payment to the Sub-Builder/s and will expire when the total amount of the Advance Payment has been consumed for such payments and pursuant to the terms and conditions of this Contract.
- 7.2 Bank Guarantee for First Interim Payment of the Supply Price:
 - a. CMEC shall furnish an unconditional first demand Bank Guarantee, in favor of the Principal in an amount equal to the First Interim Payment of the Supply Price and substantially in the form of **ANNEX-10.2**, issued by a recognized international entity ("Bank Guarantee for First Interim Payment"). The Bank Guarantee shall become effective upon CMEC's receipt of the First Interim Payment of the Supply Price.
 - b. The Bank Guarantee for First Interim Payment shall be reduced pro-rata to the price of the batch of the Contract Goods that are shipped and shall expire when all of the Contract Goods are shipped.
- 7.3 Bank Bond for Guarantee Period. At the moment of issuance of the Provisional Acceptance Certificate, CMEC shall present to the Principal an unconditional first demand guarantee in favor of the Principal, issued by a recognized international entity and substantially in the form of **ANNEX-10.1**, for an amount equal to (i) ten percent (10%) of the price of the batch of the corresponding shipping for the Rolling Stock and Heavy Machinery (ii) five percent (5%) of the price of the batch of the corresponding shipping for the Railway Components (each of them a "Bank Bond for Guarantee Period"). The effectiveness of the Bank Bond for Guarantee Period shall be subject to the condition precedent of the price of the batch for which the Provisional Acceptance Certificate is issued being effectively paid by the Principal, and it shall expire at the expiration of the Guarantee Period set forth in **ARTICLE-15.2**.

ARTICLE-8 SUPPLY OF SPARE PARTS - PACKING AND MARKING

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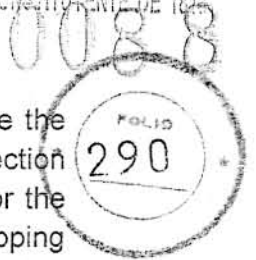
- 8.1. CMEC shall guarantee the availability of the supply of spare parts for the Contract Goods under this Contract for at least fifteen (15) years from the Effective Date of the Contract, at fair market price.
- 8.2. CMEC undertakes to provide the spare parts required for the continuous operation of this Contract Goods by the Principal, without any restriction, in the same way as spare parts are provided to CMEC's other customers.
- 8.3. Packing and preparation for shipment shall be in accordance with CMEC's standard practice and specification for shipment defined in **ANNEX-11** hereto, and that shall be suitable for long distance ocean transportation.
- 8.4. The loose accessories in package or bundle shall be labeled by CMEC, indicating Contract N°, name of main item, name of accessories and item number on assembly drawings. The package of Spare Parts and Tools shall be marked with the words "SPARE PARTS" or "TOOLS" besides the above particulars.

ARTICLE-9 DELIVERY AND TERMS OF DELIVERY

- 9.1 CMEC shall deliver all Contract Goods under the Contract basis of *CIF ex tackle* Port of Buenos Aires Argentina, Port of Rosario Argentina, or any other main port in Argentina – with sufficient capacity- at the Principal's request for each shipment, in accordance with the following provisions as well as the delivery lots and time schedule specified in **ANNEX-12** hereto. For the purpose of effecting shipment of the Contract Goods, the port of shipment (loading port) is one of the main ports of the P. R. China while the port of destination (unloading port) is Basin E-1ª Norte, Buenos Aires, Republic of Argentina or Port of Rosario, Republic of Argentina, or any other main port in Argentina at the Principal's request for each shipment.
- 9.2 CMEC shall make its best efforts to hire Argentine freight-forwarders companies and Argentine vessels for the transportation of 50 % of the Contract Goods in accordance to the provisions set forth in this **ARTICLE-9**, as long as this does not result in an increase of costs for CMEC.
- 9.3 The responsibility of the Principal and CMEC in respect of delivery of the Contract Goods under the Contract as well as transfer of risk and division of costs thereof shall be in accordance with the provisions of "CIF" (INCOTERMS 2010). All costs, expenses and consequences of the charter's demurrage in the destination port attributable to the Principal shall be borne by the Principal.
- 9.4 Except otherwise expressly specified, partial shipment is permitted and charter party bill of lading is acceptable.
- 9.5 CMEC shall, thirty (30) days before the expected ship loading date of the shipment, notify the Principal by fax of port of shipment, estimated date of shipment, port of destination (as set forth in **ARTICLE-9.1**), Contract No., name of Contract Goods, quantity, total gross weight, and total volume. The Principal

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shall dispatch a delegation to China, within the period of one week before the expected ship loading date (hereinafter referred as the "Pre-Delivery Inspection Period"), to participate in pre-delivery inspection of the Contract Goods for the purpose of verifying conformity with the Contract Goods with their shipping documents, the quantity or weight of items being shipped, and their packaging, after which a "Pre-delivery Inspection Certificate" (in the form set forth in **ANNEX-9.1**) will be signed by the representatives of the Principal and CMEC. However, if the Principal fails to dispatch the above said delegation to attend the pre-delivery inspection within the Pre-delivery Inspection Period, CMEC will send to the Principal a Free Pre-delivery Inspection Certificate by fax, pursuant to **ANNEX-9.2** "Specimen of Free Pre-Delivery Inspection Certificate". The Principal's representative shall sign the Free Pre-delivery Inspection Certificate and send it back by fax within one Working Day. Otherwise, CMEC will have the option to (a) stop the shipment and will not bear any liability for the delay in the delivery caused by the Principal; or (b) ship the Contract Goods, in which case the Free Pre-Delivery Certificate shall be valid without the Principal's signature, and the Principal shall bear the burden of proving that any discrepancy or defect of the Contract Goods that have been shipped has a cause which is previous to the moment in which such Contract Goods have cross the ship's board. CMEC shall, within three (3) Working Days after completion of loading the Contract Goods to be delivered, notify the Principal by fax of the Contract No., name of the Contract Goods, quantity, gross weight, volume, total number of packages, invoice value, name of carrying vessel, date of departure and insurance policy. All costs related to the Pre-Delivery inspection including travel expenses (economy class) and lodging for the Principal's delegation up to three (3) people per team shall be borne by CMEC.

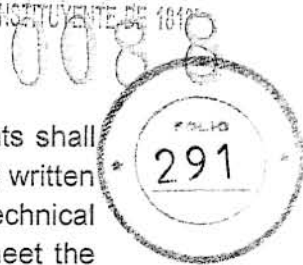
- 9.6 At the Principal's request, up to 10 (ten) of the last batch of locomotives included in the Rolling Stock shall be assembled by CMEC in Argentina at the workshops designated by the Principal. The technicians appointed by the Principal shall be able to participate in the assembling procedure.

ARTICLE-10 INSURANCE

CMEC shall procure an all-risk Insurance Policy of maritime transportation on the Contract Goods in name of the Argentine Government and to its satisfaction depending on the trade terms, for 110% of the contract value of each shipment. CMEC will choose a well-known insurance company in China to the Principal's satisfaction.

ARTICLE-11 TECHNICAL DOCUMENTS

- 11.1 CMEC shall provide the Principal with all Technical Documents and effect the delivery in accordance with the following stipulations as well as the time schedule for delivery of the technical documents specified in **ANNEX-5** hereto.



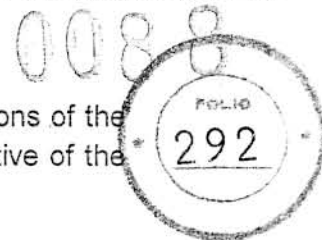
- 11.2 Except as otherwise stipulated in the Contract, the Technical Documents shall be prepared in Spanish language or with Spanish translation, in three (3) written copies and one digital copy. CMEC shall guarantee that the Technical Documents supplied shall be correct, complete and legible and shall meet the requirements for commissioning, operation and maintenance of the Contract Goods.
- 11.3 The delivery of the Technical Documents shall be made along with the shipment of the Contract Goods in accordance with the detailed stipulations as specified in **ANNEX-5** hereto, with the passing of the risk of loss or damage to the goods fixed in accordance with the **INCOTERMS 2010**.
- 11.4 The Technical Documents provided by CMEC shall be properly packed to withstand numerous handling, long-distance transportation and well protected against moisture and rain.
- 11.5 All Technical Documents and other technical information supplied by CMEC as described in **ARTICLE-11** hereof are the confidential and proprietary information of CMEC. The Principal shall not use such technical materials other than for the purposes of operation and maintaining of the Contract Goods.
- 11.6 Any and all technical information supplied by the Principal to CMEC for the purposes of the execution of the Contract shall remain the property of the Principal. Without the Principal's prior written consent, such technical information shall not be used, copied or communicated to any third party by CMEC otherwise than as strictly necessary for the purposes of the execution of the Contract.

ARTICLE-12 DESIGN LIAISON

- 12.1 CMEC shall be responsible for the detailed design of the Contract Goods in accordance with the requirements of the Technical Specifications specified in **ANNEX-2** hereto.
- 12.2 In order to coordinate the design and other work of various phases, the Principal and CMEC shall arrange design liaison meeting in accordance with the following stipulations as well as the schedule specified in **ANNEX-13** hereto. Detailed topics, number of participants and the exact date of the design liaison meeting shall be decided in due time.
- 12.3 Besides the design liaison meetings specified in **ANNEX-13** hereto, if any important issues call for study and discussion by the two parties, additional off-schedule liaison meeting(s) may be held upon mutual agreement of the two parties.
- 12.4 After each liaison meetings, a protocol shall be signed of the issues addressed and decided in such meeting. The protocol mutually agreed upon and signed by both parties shall constitute an integral part of the Technical Specifications and, therefore, of the Contract. However, the participants to the design liaison

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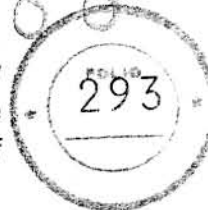
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meetings shall not have the authority to amend the terms and conditions of the Contract, which will require a signature by the authorized representative of the Parties.

- 12.5 Thirty (30) days before the departure of its personnel, the Party sending personnel out shall notify the other Party by fax of the name of the participants, their positions, responsibilities, authorizations, the expected departure date and the issues for discussion. Either Party shall assist the other Party to obtain entry visas and stay formalities. Five (5) days before the departure, the Party sending personnel out shall inform the other Party by fax of the name list, exact departure date, traveling route, flight number and arrival date.
- 12.6 CMEC shall bear its own expenses, including international and inland round flight tickets, board & lodging, and other living expenses for attending the liaison meetings in Argentina and China.
- 12.7 The expenses of the Principal's people coming to China to attend the Design liaison including, for three persons per team, round-trip international flight ticket (economy class), transportation and accommodations in China with the man-times and, duration specified in **ANNEX-13** shall be borne by CMEC and is included in the Total Contract Price.
- 12.8 The host party shall be responsible for all facilities and local expenses related with the preparation, organization and arrangements for the design liaison meetings.
- 12.9 In order to give the Principal's personnel adequate information on the various technical issues relating to the design and operation of the Contract Goods, CMEC shall make arrangements for the Principal's personnel to visit CMEC's workshops and factories in case of need.
- 12.10 CMEC shall answer in due time the questions raised by the Principal in connection with the design and technical issues related to the Contract Goods under the Contract. CMEC shall submit such drawings and other technical documents as necessary to execute the Contract to the Principal for its approval. The Principal shall, within two (2) weeks after receipt of such drawings and technical documents, approve or disapprove thereof. Should the Principal fail to do so in time, such drawings and technical documents shall be deemed to have been approved.
- 12.11 In case the Principal disapproves any drawings and/or technical documents made however according to the Technical Specification, the Principal shall make detailed comments and explanations thereof, and CMEC shall modify and re-submit the Principal modified drawings and/or technical documents free of charge without unreasonable delay.
- 12.12 In case the Principal proposes and insists on amendments or changes to the said drawings and technical documents which are unacceptable to CMEC according to the Technical Specifications, the Principal shall take the responsibility for the affected portion of the relevant drawings and/or technical

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documents and pay the additional costs (if any) accordingly. Should the delivery schedule be delayed by such amendments or changes, the delivery schedule shall be adjusted accordingly, without charging liquidated or any other type of damages to CMEC.

- 12.13 Notwithstanding approval by the Principal of such drawings and technical documents, CMEC shall be responsible for any errors, omissions or discrepancies therein unless they are due to incorrect drawings, samples, patterns, models or information supplied by the Principal, or unless CMEC has stated in writing its objections or observations to any of these documents, and the Principal has instructed CMEC to produce the Contract Goods under the Principal's responsibility.

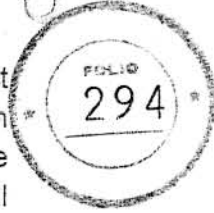
ARTICLE-13 MANUFACTURING, SUPERVISION AND INSPECTION

- 13.1 Before making the delivery, CMEC shall carry out a precise and comprehensive inspection and testing of the Contract Goods with regard to their quality, specifications, and performance ("Technical Inspection"), and shall issue a quality certificate certifying that the Contract Goods are in conformity with the stipulations of the Contract. The inspection shall be made in CMEC's facilities or in the facilities where the Contract Goods are manufactured.
- 13.2 In addition to the Technical Inspection made by CMEC and/or its manufacturer(s) in their factories, the Principal shall be entitled to designate his technical personnel and/or authorized inspection personnel from any international recognized inspection agency to attend the inspection and testing of the Contract Goods and major components thereof at CMEC's premises without interfering with CMEC's normal production and operation. The Principal's inspectors shall be allowed to access to the workshops and manufacturing facilities used for the production of the Contract Goods-, and CMEC shall provide free of charge customarily required facilities and assistance to the Principal's inspectors for the convenience of their performance of the duties.
- 13.3 The tests, verifications and measurements to be carried out in the inspection shall be made in accordance with the standards applicable in the industry for goods of the type of the Contract Goods which are usually made by CMEC. The Principal may carry out other tests or measurements as long as these do not hinder or delay the inspection or CMEC's normal activity, the costs are borne by the Principal, and the Principal obtains at its cost the tools, equipment and tools that may be required, unless CMEC can provide them without incurring costs or altering its normal activity.
- 13.4 Any such testing and inspection by the Principal's authorized inspectors shall be limited to the purpose of confirmation that the Contract Goods are in conformity with the Technical Specifications specified in **ANNEX-2** and the Principal's and CMEC's confirmed final design documents. In case of discrepancy between the Technical Specifications and the above said design documents, the latter shall

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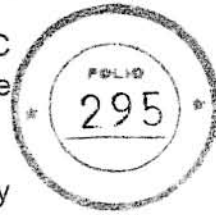


prevail. During the course of such testing and inspection, in case any Contract Goods is found to be defective in materials or workmanship or otherwise not in conformity with the Technical Specifications, the Principal's personnel shall be entitled to express their opinions and CMEC shall take them into full consideration and also take necessary measures to ensure the quality of the Contract Goods before shipment.

- 13.5 For purpose of facilitating the Principal to dispatch his inspection personnel to attend the pre-delivery inspection and testing, CMEC shall notify the Principal of its initial assembling, testing and inspection schedule for the Contract Goods at least two (2) months before commencement of such assembling, testing and inspection, and the Principal shall provide his inspection schedule to CMEC within one (1) month after his receipt of CMEC's such notice.
- 13.6 At least thirty (30) days before dispatching his authorized inspectors to CMEC's premises, the Principal shall notify CMEC of the names and other necessary details of his personnel, and CMEC shall assist the Principal's personnel in obtaining entry visas and arranging for formalities of stay. If the Principal fails to dispatch his personnel to attend the test and inspection at the scheduled dates, CMEC may proceed as scheduled and such test and inspection shall be deemed to have been conducted as if the Principal's personnel were present. Under such circumstance, the Principal shall be deemed to have waived its right to carry out such test and inspection. And the action set forth in **ARTICLE-9.5** should be implemented.
- 13.7 The Principal's authorized inspectors who attend the-pre-delivery inspection and testing shall not countersign any quality certificate or acceptance certificate. However, whenever expressed, the opinions of the Principal's representatives shall be positively considered by CMEC. The participation of Principal's personnel in such inspection and testing shall neither release CMEC from any obligation under the Contract nor substitute the Principal's inspection after arrival of the Contract Goods at the port of destination.

ARTICLE-14 COMMISSIONING AND ACCEPTANCE

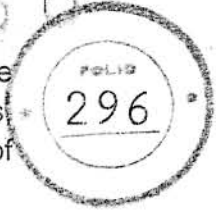
- 14.1 CMEC and the Principal shall jointly inspect the Railway Components, Heavy Machinery, Spare Parts and/or Tools within thirty (30) days as from their arrival to the Port of Destination. CMEC and the Principal shall execute the Provisional Acceptance Certificate within three (3) Working Days as from the inspection as per the specimen specified in **ANNEX-9.3** hereto in four (4) originals, each two (2) to be kept in the custody of each Party. If CMEC and the Principal fail to carry out the inspection within such term due to reasons not attributable to CMEC, or if the inspection is carried out and the Principal does not notify CMEC of the existence of lacks of conformity of the Railway Components, Heavy Machinery, Spare Parts and/or Tools with the Technical Specifications or faults or defects of the Railway Components, Heavy Machinery, Spare Parts and/or Tools within three (3) Working Days as from the inspection, then the Principal shall be obliged to execute the Provisional Acceptance Certificate and if it does



not execute it, the execution of the Provisional Acceptance Certificate by CMEC shall be deemed valid for all the purposes of this Contract, including the payment set forth in **ARTICLE-6.2**.

- 14.2 The commissioning and acceptance of the Rolling Stock will be performed by the Principal in accordance with the procedures specified in **ANNEX-14** hereto under the supervision and instruction of CMEC's technical personnel. Both parties shall fully cooperate together and take the necessary measures to commission the Railway Stock as early as possible. All the expenses of CMEC, including round trip China – Argentina – China, traveling and staying to/in Argentina will be borne by CMEC.
- 14.3 During the course of the commissioning of the Rolling Stock, the Principal shall be responsible for preparing and providing all necessary facilities, fuel, water, electricity, other consumables and manpower at its own cost as specified in **ANNEX-14** hereto.
- 14.4 After completing commissioning of the Rolling Stock, the acceptance shall be made according to the procedures and time schedule specified in **ANNEX-14** hereto. If the Rolling Stock have met the Technical Specifications stipulated in the Contract, the representatives of both parties shall within five (5) Working Days thereafter sign a Provisional Acceptance Certificate as per the specimen specified in **ANNEX-9.3** hereto in four (4) originals, each two (2) to be kept in the custody of each Party. The date of such certificate shall be the commencing date of the Guarantee Period of the Rolling Stock. If the Principal does not reject a Provisional Acceptance Certificate within ten (10) Working Days after receiving it from CMEC, the Provisional Acceptance Certificate will be deemed accepted.
- 14.5 In the event of that the Provisional Acceptance Certificate has not been accepted by the Principal, and if the Principal does not give notice in writing to any lack of conformity of the Rolling Stock within three (3) Months as from the arrival of the vessel carrying them to the Port of Destination, then Rolling Stock shall be deemed to be accepted by the Principal and the Guarantee Period thereof shall be automatically counted as from the lapsing of the aforementioned three (3) Month term.
- 14.6 The Rolling Stock shall not be put into commercial operation before the issuance of the Provisional Acceptance Certificate. In case the Principal insists on putting the Rolling Stock into commercial operation before the issuance of Provisional Acceptance Certificate, the Rolling Stock shall be deemed to be accepted by the Principal and the Guarantee Period thereof shall be automatically counted from the first day when the respective Rolling Stock has been put into commercial operation.
- 14.7 In case the Contract Goods do not conform with the Technical Specifications due to CMEC's fault, CMEC shall take effective measures to make correction, adjustment, repair and/or replacement and enable the second acceptance test to be made within thirty (30) days from the first test on his own expenses for his personnel and the cost of repairing the defective items.

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- 14.8 Should the failure to conform with Technical Specifications be caused by the Principal and the Principal requests CMEC to make good the defective items, the additional costs for making good the defective items and performance of that second acceptance test shall be borne by the Principal.
- 14.9 If the Contract Goods fail to conform with the Technical Specifications on the repetition due to CMEC's fault, CMEC shall further take all necessary measures to eliminate all remaining defects as quickly as possible.

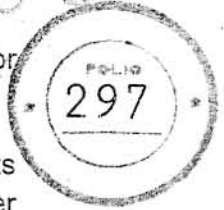
ARTICLE-15 GUARANTEE OBLIGATIONS

- 15.1 CMEC shall guarantee the Contract Goods delivered under the Contract shall be new and free from defects in materials, design and workmanship, shall operate properly and conform with the Technical Specifications under **ARTICLE-4** and **ANNEX-2** hereof (the "**Manufacturing Guaranty**"). The Principal shall operate, maintain and repair the Contract Goods according to CMEC's Operation and Maintenance Manual.
- 15.2 The Guarantee Period of the Contract Goods shall be twelve (12) months commencing from the issuing date of the Provisional Acceptance Certificate as stipulated in **ARTICLE-14.4**. However, if the acceptance cannot be completed on schedule due to reasons attributable to CMEC, an extension shall be calculated accordingly.
- 15.3 CMEC's liability under above **ARTICLE-15.2** shall not cover any defects due to causes arising from the improper use and operation, maintenance and repairs carried out by the Principal's personnel, defective or negligent handling by the latter.

If any Contract Goods or part thereof fails to meet the Manufacturing Guarantee, CMEC shall repair them or, at CMEC's option, deliver new parts or components to the Principal's premises, and, in such case, the custom clearance will be done by the Principal provided that related costs will be borne by CMEC. In case that the needed parts and components happen to be available from the Principal's stock of the spared parts purchased by the Principal, the latter shall lend those needed parts to CMEC for purpose of quickly resolving the defects and afterwards, CMEC shall ship the lent parts to the Principal at reasonable time depending on the types of part and component borrowed and as per this present **ARTICLE**. If such failure or defect causes a Contract Goods to be out of service for a substantial time period lasting longer than one (1) week (stoppage period), then the Guarantee Period specified in **ARTICLE-15.2** hereof for the affected Contract Goods shall be extended for a period equal to such stoppage period.

- 15.4 In case CMEC fails to eliminate defects within thirty (30) days after receipt of notification of the Principal, the Principal shall have the right to: (i) receive from CMEC a fine equivalent to USD 1,000 (One Thousand US Dollars) for each week that the Contract Goods are out of service; and (ii), proceed to cash the

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Bank Bond for Guarantee Period for an amount equal to the expenses for eliminating such defects by itself.

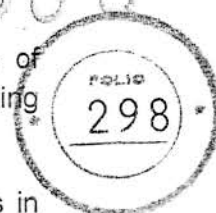
If the actual situation (such as importation of certain components or parts thereof from a third country, etc.), imposes CMEC to take a reasonable longer time to eliminate defects, the Principal shall, upon receipt of CMEC's request for an extension of time with adequate supporting details, grant CMEC such extension as may be reasonable.

- 15.5 During the Guarantee Period, the costs of fuel, lubricants, filters and other consuming material shall be borne by the Principal. The Principal may repair the Contract Goods with minor lacks of conformity with the Technical Specifications with CMEC's consent and at CMEC's expense.
- 15.6 When CMEC has fulfilled all obligations under the Contract and the Guarantee Period for the respective Contract Goods has expired, the Principal and CMEC will sign, within five (5) Working Days thereafter, a Final Acceptance Certificate as per the Specimen specified in **ANNEX 9-4** hereto in four (4) originals, two (2) of which will be kept in the custody of each Party, confirming the ending of Guarantee Period for the concerned Contract Goods and the corresponding value under the Bank Guarantee shall be reduced automatically. Failure to issuing the said certificate by the Principal shall neither be regarded as the extension of the Guarantee Period nor constitute a reason for freezing the automatic deduction of the corresponding value under the Bank Bond for Guarantee Period.
- 15.7 CMEC shall be obliged, for a maximum of one (1) year for Rolling Stock and for a maximum of two (2) years for Railway Components, as from the expiration of the Term of the Guarantee Period (the "Extended Warranty of Refitting") to repair or replace those Contract Goods that do not conform to the Technical Specifications due to a design or manufacturing defect within a term of thirty (30) days following the receipt of a Principal's written notice requesting such repair or replacement, or within a longer period to be agreed with the Principal.
- 15.8 Contract Goods delivered by CMEC to replace defective Contract Goods under this **ARTICLE-15** ("Replacement Goods") shall be subject to the guarantees established under this **ARTICLE-15**, with the following exceptions: (i) such guarantees shall not extend beyond twelve (12) months following the expiration date of the guarantee established in **ARTICLE-15.7** for the Contract Goods originally delivered; and (ii) the extension of the terms of the guarantees established in this **ARTICLE-15** shall not oblige CMEC to extend or renew bank guarantees.

ARTICLE-16 TECHNICAL SERVICES AND TECHNICAL TRAINING

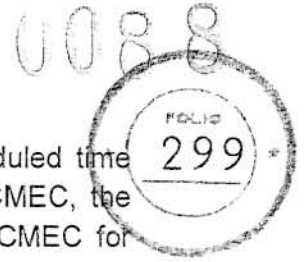
- 16.1 For purpose of execution of the Contract, CMEC shall dispatch his technical personnel to the Principal's premises to conduct technical services for supervision of unloading, commissioning, acceptance and for other purposes in

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accordance with the stipulations of the Contract. The total man-months of CMEC's technical personnel staying in the Principal's premises for conducting technical services are specified in **ANNEX-6** hereto.

- 16.2 In order for CMEC's technical personnel to effectively carry out their duties in the Republic of Argentina, the Principal shall provide CMEC's technical personnel, free of charge, with all reasonable assistance such as local transportation and local communication for working purpose, office space, access to the Principal's premises, use of the Principal's facilities and equipment, provision of assistance and first-aid medical treatment.
- 16.3 All the expenses of CMEC, including round trip China-Argentina-China, traveling and staying to/in Argentina will be borne by CMEC.
- 16.4 For purpose of execution of the Contract, CMEC shall conduct technical training to the Principal's technical personnel, in accordance with the stipulations specified in **ANNEX-7** hereto, in order to make the Principal's technical personnel be familiar with the commissioning, operation and maintenance of the Contract Goods.
- 16.5 The technical training fee and all the costs of the Principal's personnel staying in the People's Republic of China shall be borne by CMEC. CMEC shall provide the Principal's technical personnel, free of charge, with all reasonable assistance such as local transportation and local communication for working purpose, provision of assistance and first-aid medical treatment. All the expenses of CMEC, including round trip China - Argentina - China (economy class), traveling and staying to/in Argentina will be borne by CMEC.
- 16.6 CMEC shall designate his qualified and skilled technical personnel to conduct technical instructions and training to the Principal's technical personnel. The Principal's trainees shall have basic technical education background and other necessary abilities which could meet the basic requirements of their posts to be designated after having been adequately trained.
- 16.7 CMEC shall prepare the technical documents and other information for technical training before the arrival of the Principal's technical personnel. The training course shall be conducted in Spanish, or through a qualified Spanish translator provided by CMEC.
- 16.8 CMEC shall ensure that the Principal's technical personnel will be trained at different posts to enable them to understand and master operation, inspection, repairing and maintenance of the Contract Goods. All technical documentation and notes made by the Principal's trainees during the training course in CMEC's premises shall be allowed to be taken back by the trainees when the training is completed.
- 16.9 CMEC shall make available to the Principal's personnel test instruments, tools, technical documentation, drawings, reference data, working clothes, safety necessities and other reasonable necessities as well as suitable office space during the training period.



ARTICLE-17 LIQUIDATED DAMAGES

17.1 In case CMEC fails to deliver the Contract Goods within the scheduled time specified in **ANNEX-12** hereto due to the reasons attributable to CMEC, the Principal shall be entitled to charge the liquidated damages from CMEC for such delay in delivery at a rate of 0.5% (zero point five percent) of the invoice value of the delayed portion of the Contract Goods for each complete thirty (30) days of delay. These liquidated damages have the nature set forth in Article 655 of the Argentine Civil Code. No liquidated damages shall be paid for delays of less than one month. The payment of the liquidated damages shall not release CMEC from its obligation to deliver the above said Contract Goods.

If the delayed delivery is less than thirty (30) days, no liquidated damages shall be charged to CMEC. If the delayed delivery is more than thirty (30) days, for any fractional part of days less than thirty (30) days, no liquidated damages shall be charged from CMEC as well.

17.2 The amount of the liquidated damages set forth in **ARTICLE-17.1** shall in no case exceed a maximum 10% (ten percent) of the invoice value of each delayed lot of delivery of the Contract Goods. In case the delayed delivery of the Contract Goods has made the Principal be entitled to charge the maximum amount of liquidated damages as stipulated herein, the Principal shall have the right to cancel that batch of shipped Contract Goods in default. If, by reason of any act or omission on the part of the Principal CMEC shall have been delayed in the delivery of the Contract Goods and Technical Documents, CMEC shall be exempted from the payment of liquidated damages or the cancellation of a shipping lot.

17.3 CMEC will be fully responsible for the payment of liquidated damages for the delays in delivering parts of the Contract Goods supplied by other companies who are CMEC's suppliers.

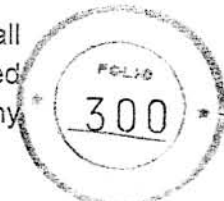
ARTICLE-18 CONSTRUCTION

18.1 The Principal shall appoint the Builder to perform the Construction, by itself or through another entity to be appointed by the Principal or the Builder (any such entity to be referred to as a "Sub-Builder") pursuant to the terms and conditions to be specified in each respective Construction Agreement. The Principal shall be responsible for complying with Argentine law in connection with the selection of the Builder and/or the Sub-Builder/s.

18.2 The Principal shall promptly notify CMEC each Construction Agreement together with the Construction Plan for each part of the Construction, including: name of each Sub-Builder, description and technical specifications, price and payment schedule.

18.3 CMEC shall monitor the progress of the Construction and shall supply a progress report of the advance of the Construction to the Principal every month. The progress report shall follow the construction report made by the Builder.

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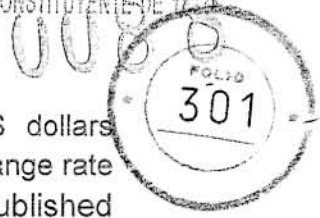


The progress report shall be in a form acceptable to the Principal and shall confirm the Builder's report on: (a) percentage completion achieved compared with the planned percentage completion for each Construction; and (b) if any Construction is behind the program.

- 18.4 When a portion of the Construction has been completed which entitles the Builder and/or the respective Sub-Builders to receive payment for such Construction, the Principal shall deliver to CMEC a Progress Certificate of the Construction, pursuant to the form attached as **ANNEX-15**. The Principal is entitled to delegate the issuance of Progress Certificate of the Construction on the Builder.
- 18.5 Upon receipt of the Progress Certificate of the Construction, CMEC shall monitor and confirm that the respective part of the Construction has been completed pursuant to **ARTICLE-18.4**. If CMEC confirms that the respective Construction has been completed pursuant to **ARTICLE-18.4**, CMEC will issue a Progress Supervision Certificate of the Construction pursuant to the form attached as **ANNEX-16** and will be entitled to request payment of the respective portion of the Performance Price in accordance to **ARTICLE-6.3**.
- 18.6 CMEC shall pay to the Principal or to whom the Principal duly appoints in writing, the corresponding portion of the Performance Price, within seven (7) Working Days as from the reception by CMEC of the respective payment of the Performance Price in accordance to **ARTICLE-18.5** and the applicable provisions of the Credit Agreement. The payments by CMEC to the Principal or to whom the Principal duly appoints in writing shall be made; (i) in Argentine Pesos, if payment is made through the funds corresponding to the Advance Payments; and (ii) if payment is made through the disbursements pursuant to the Credit Agreement, through wire transfer of the corresponding US Dollars from CMEC's bank account abroad to the bank account in Argentina designated by the Principal. The payment by CMEC will be deemed to be made on the date when CMEC gives an irrevocable instruction to its bank or financial agent to transfer the funds to the Principal or to whom the Principal duly appoints irrespective of the date when the funds actually clear at the recipient's account. If any tax or bank cost is applicable to the payments of the Performance Price received by CMEC to be applied to payments to the Principal or to whom the Principal duly appoints, pursuant to this **ARTICLE-18.6**, CMEC shall only be obliged to pay to the Principal (or to whom the Principal duly appoints) the amount received net of such tax or bank cost.
- 18.7 As consideration for the monitoring and payment services to be provided by CMEC pursuant to this **ARTICLE-18**, CMEC will receive a payment equivalent to 3% of the price of each Progress Certificate of the Construction to be issued by CMEC ("Monitoring and Payment Services Fee").
 - i) If the payment for the Progress Supervision Certificate of the Construction is made in Argentine pesos from CMEC to the Builder from the Advance Payment, the Principal shall make the payment to CMEC for the monitoring and payment services corresponding to such

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Progress Supervision Certificate of the Construction in US dollars through a disbursement under the Credit Agreement. The exchange rate for this conversion shall be the reference Exchange rate published by Argentine Central Bank according to the Communication "A" no. 3500, corresponding to 2 (two) Working Days before the date of such payment.

- ii) If the payment for the Progress Supervision Certificate of the Construction is made in U.S. Dollars from CMEC to the Builder, the Principal shall make the payment to CMEC for the monitoring and payment services corresponding to such Progress Supervision Certificate of the Construction in US dollars through a disbursement under the Credit Agreement.

The payment of the Monitoring and Payment Services Fee shall be made within 25 (twenty five) Working Days as from the submission to the Principal of the invoice by CMEC. The Principal will be deemed to have complied with its payment obligation on the date when the Principal delivers the Utilisation Request pursuant to the Credit Agreement.

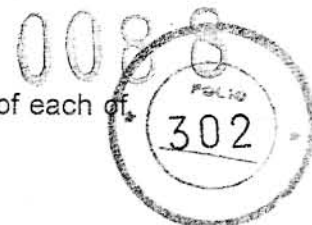
18.8 In no event CMEC shall be liable for the performance of the Construction Agreements or any works related to the Construction, other than the monitoring and payment services agreed pursuant to **ARTICLE-18**. Any and all of those claims, including without limitation claims related the construction progress, timeframes, quality or guaranties shall be directed by the Principal to the Builders, without recourse to CMEC.

18.9 In no event and under no circumstances CMEC will be allowed to withhold payments corresponding to the Performance Price. If CMEC fails to comply with the payment and the conditions set forth in **ARTICLE-18.6**, the Principal shall be entitled to receive an interest of 7.2 % per year of the payment due. If failure to pay any given payment of the Performance Price exceeds a period of thirty (30) days, the Principal will be enabled to terminate the Contract.

ARTICLE-19 LIMITATION OF LIABILITY

19.1 The total liability of CMEC pursuant to this Contract in no event shall exceed the Supply Price. Any such liability shall terminate upon the expiration of the Extended Warranty of Refitting specified in **ARTICLE-15.7** hereof.

19.2 Except otherwise provided in the Contract, neither Party shall be liable to the other for any loss of profit and/or revenue nor any special, consequential, incidental indirect or exemplary damages, including but not limited to loss of use of the Contract Goods- in operational condition or any associated equipment, loss of production, loss of contracts, cost of capital, cost of substitute goods,



facilities, services or replacement power for the respective operation of each of the Parties.

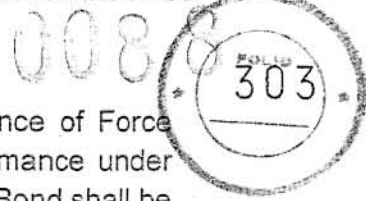
ARTICLE-20 INTELLECTUAL PROPERTY RIGHTS

- 20.1 CMEC shall indemnify and keep harmless the Principal against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of patent, copyright, trademark or industrial design rights arising from use of the design, workmanship, scheme, technical material, brand name, trade name, patent right etc. in relation to the Contract Goods.
- 20.2 In the event of any claim being made or action brought against the Principal arising from the matters referred to in above **ARTICLE-20.1**, CMEC shall assist the Principal in dealing with the above said claims or actions. The Principal on his part warrants that any design or instruction furnished or given by him to CMEC shall not cause CMEC to infringe any patent, copyright, trade mark, trade name or industrial design rights in the execution of the Contract and shall indemnify CMEC in the same terms as CMEC indemnifies the Principal as mentioned above.
- 20.3 Intellectual Property Rights in all specifications, drawings, technical descriptions and other technical information of CMEC in whatever format or medium (hereinafter collectively referred to as "**Technical Information**") and in any equipment, both as supplied by CMEC in connection with the Contract exclusively and permanently belong to CMEC. The Technical Information and any equipment supplied by CMEC may solely be used for the operation of the Contract Goods and their maintenance.

ARTICLE-21 FORCE MAJEURE

- 21.1 Force Majeure includes, but is not limited to, such events which are unforeseen or can't be prevented or avoided by any Party, as war, revolution, flood, fire, general strike, labor strike and any other events that fall beyond the reasonable control of either party and directly prevent the performance of the obligations relating to this Contract.
- 21.2 Upon occurrence of Force Majeure, the party claiming that the Force Majeure has affected it shall be excused from the performance of its obligation under this Contract so far as the Force Majeure continues and to the extent that the affected party's performance is prevented, hindered or delayed and it shall notify occurrence of the Force Majeure to the other party in writing within fifteen (15) days of the occurrence thereof. Such notification shall state the type, nature and time of occurrence thereof, estimate the foreseen period of delay, and also give recommendation for elimination of the Force Majeure. Certificate from the local chamber of commerce (which, in the case of China is China Council for the Promotion of International Trade and in the case of Argentina is

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Cámara Argentina de Comercio) confirming the date of occurrence of Force Majeure shall accompany such notification. The period of performance under the Contract and the term of the Bank Guarantee and/or the Bank Bond shall be extended as appropriate.

- 21.3 The affected party to which the Force Majeure occurred should do the best effort to eliminate the Force Majeure event at the earliest time and after termination of the Force Majeure it should inform the other party in writing of his readiness for resumption of fulfillment of contractual obligations.
- 21.4 Should Force Majeure last more than two (2) consecutive months, the parties shall make every effort to agree on the necessary actions to mitigate loss.
- 21.5 Should Force Majeure last for more than six (6) months and the parties fail to reach an agreement according to **ARTICLE-21.4** here above, the party not affected by Force Majeure may terminate the Contract unilaterally, without any fine or cost.

ARTICLE-22 IMPORT AND EXPORT PERMITS

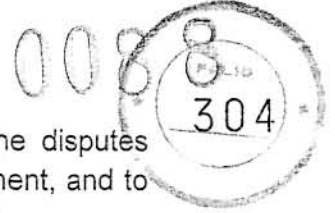
- 22.1 The Principal shall timely obtain all import permits or licenses required for the execution of this Contract at his own expense.
- 22.2 CMEC shall timely obtain all export permits or licenses necessary for the execution of the Contract at his own expense, before the effectiveness of the Contract.

ARTICLE-23 TAXES AND-DUTIES

- 23.1 Any and all taxes, duties and charges of any nature including banking charges, due or to become due within the People's Republic of China in connection with the execution or the performance of this Contract by CMEC shall be borne by the latter.
- 23.2 Any and all taxes, duties and charges of any nature including banking charges, due or to become due in the Republic of Argentina in connection with the execution or the performance of this Contract shall be borne by the Principal.
- 23.3 All the customs charges and proceedings for clearing the Contract Goods from the Argentine customs shall be the responsibility of the Principal.

ARTICLE-24 GOVERNING LAW

This Contract shall in all respects be governed by and construed in accordance with the Argentine Laws.



ARTICLE-25 CONFLICT RESOLUTION

- 25.1 The Parties shall make their best efforts to settle amicably all the disputes caused in or derived from this Agreement, or related to this Agreement, and to negotiate in good faith to resolve the dispute in an amicable manner.
- 25.2 If the Parties do not arrive to an amicable solution of the dispute within a term of thirty (30) days, counted as from a written notice of one Party to the other Party informing the existence of the dispute and requesting the commencement of negotiations to resolve it, any of the Parties may submit the dispute to legal arbitration under the Rules of Arbitration of the International Chamber of Commerce. The arbitration tribunal shall be comprised of five (5) arbitrators appointed pursuant to the said Rules. The seat of the arbitration shall be Paris, France, and the applicable language shall be English. In addition to requesting preliminary measures to the arbitration tribunal or pursuant to the rules of the International Chamber of Commerce (for the issuance of measures before the constitution of the arbitration tribunal, the Parties may request preliminary measures to the competent judicial courts without this implying a waiver or limitation to this arbitration clause). The arbitration award shall be final and the parties waive to the widest extent allowed by the applicable law their rights to appeal or challenge the award. The award shall be enforceable in any jurisdiction where the Party that results totally or partially defeated owns assets. The Parties hereby waive any immunity from jurisdiction that may correspond to them in connection with the arbitration.

ARTICLE-26 TERMINATION

26.1 Termination for CMEC's Default

If CMEC shall

- (1) assign the Contract, or subcontract the whole of the Contract without the consent of the Principal; or
- (2) fail to deliver any or all the Contract Goods -or perform any of the services agreed in the Contract within the time period specified in the Contract or any extension thereof granted by the Principal to such an extent that the Principal is entitled to terminate the Contract; or fail to proceed with due diligence or neglect to carry out his obligations so as to affect adversely the performance of the Contract and do not start to meet such obligations within ninety(90) days after notification of the default notice by the Principal or a longer time period as otherwise agreed upon by the Principal;

then the Principal may, without prejudice to any other rights and remedies under the Contract, terminate the Contract.

26.2 Termination for the Principal's Default

If the Principal shall

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- (1) fail to pay to CMEC the amount due under the Contract in the agreed term and does not remedy such failure within forty five- (45) days after CMEC's notice in that regard, or
- (2) fail to meet his obligations under the Contract consistently and does not remedy such failure within ninety(90) days after CMEC's -notice in that regard or in the longer term CMEC gives- the Principal;

then CMEC shall be entitled, without prejudice to any other rights and remedies under the Contract, to terminate the Contract.

26.3 Settlement upon Termination of the Contract

26.3.1 In the event the Principal terminates the Contract for CMEC's default pursuant to the above **ARTICLE-26.1**, the Principal shall pay CMEC-only the amounts due, if any, regarding the portion of the Contract Goods which have already been delivered to the Principal and of those which are complete and ready for shipment with the signed Pre-Delivery Inspection Certificate and shall have the right to be indemnify of any losses suffered due to such termination.

26.3.2 In the event CMEC terminates the Contract for the Principal's default pursuant to the above **ARTICLE-26.2**, CMEC shall be entitled to the payment of the value of the portion of the Contract Goods already delivered to the Principal and of those which are complete and ready for shipment with the signed Pre-Delivery Inspection Certificate and shall have the right to be indemnify of any losses suffered due to such termination.

26.3.3 In case of Force Majeure set forth in **ARTICLE-21.5**, CMEC shall be entitled to the payment of the value of the portion of the Contract Goods that are complete and ready for shipment with the signed Pre-Delivery Inspection Certificate.

26.3.4 CMEC shall deliver to the Principal all the Technical Documents (which are completed and/or partially completed) related to the Contract to which the payment has been made.

26.4 Neither Party hereto shall be liable for any direct or indirect claims lodged by any third party, resulting from the termination of the Contract, except for claims filed as a result of infringement of intellectual property rights, or when a claim, whether judicial or otherwise, is brought against the Principal as a result of the facts set forth in **ARTICLE-20.1**.

ARTICLE-27 ENTIRE AGREEMENT AND AMENDMENT

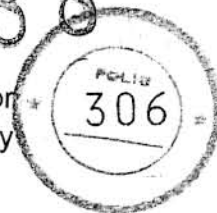
27.1 This Contract constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and shall wholly cancel, terminate and supersede any and all prior and contemporaneous proposals, discussions, negotiations, understandings, correspondence, representations, agreements and commitments by and between the parties, whether oral or written, expressed or implied, including the Original Contract and the Amendments.

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27.2 This Contract shall not be amended, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by duly authorized representatives of the parties hereto.

ARTICLE-28 ASSIGNMENT AND SUBCONTRACTING

28.1 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

28.2 Either Party shall not assign, transfer or otherwise dispose of any of its right or obligations under this Contract, in whole or in part, without first obtaining the consent in writing of the other Party This limitation shall not apply to the Construction, that the Parties have agreed that will be made by the Builder and/or the Sub-Builder hired by the Principal.

ARTICLE-29 NO WAIVER

No failure to exercise or delay in exercising any right or remedy under this Contract by either party shall operate as a waiver thereof or of any other right or remedy which such party may have hereunder, nor shall any single or partial exercise of such right or remedy preclude any further exercise thereof or of any other right or remedy which such party may have hereunder.

ARTICLE-30 SEVERABILITY

If any provision or article of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

ARTICLE-31 NOTICES

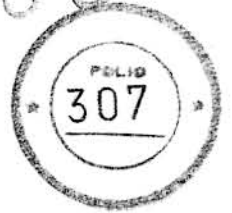
All notices, requests or other communications required or permitted to be given hereunder by one party shall be in writing in Spanish and English language and be sent by registered mail, postage prepaid, or facsimile to the other party at its address set forth below, or left at the other party's address set forth below or such other address as the other party shall nominate for the purpose, or may be handed over to the other party's representative.

If to the Principal:

MINISTRY OF INTERIOR AND TRANSPORTATION

Address: 25 de Mayo 101, CABA, Argentina

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Attention: Minister Anibal Florencio Randazzo

Tel: 54 11 4334 0045

Fax: 54 11 4346 1678

Email: secprivada@mininterior.gov.ar

If to CMEC:

CHINA MACHINERY ENGINEERING CORPORATION (CMEC)

Address: 178 Guang An Men Wai Street, Xicheng District, Beijing 100055, China

Attention: Mr. Zhang Chun

Tel: 0086 10 63479211

Fax: 0086 10 63320805

Email: yinxz@mail.cmec.com

A notice shall be deemed to have been given, if by facsimile, on the date it is sent; if by registered mail or postage prepaid, on the date it is deposited or postage prepaid; and, if left at the address of the recipient or handed over to the representative of the recipient, on the date it is received by the recipient who has signed a receipt on it.

In the event of change of address by one party, a written notice of such change shall be given promptly to and acknowledged by the other Party.

ARTICLE-32 GOVERNING LANGUAGE AND TRAINSET OF MEASUREMENT

32.1 This Contract is made out in English and Spanish. In case of any conflict and ambiguity, English version will prevail. All notice, correspondence and other documents pertaining to the Contract shall be written in English and Spanish, except as otherwise expressly stipulated in the Contract.

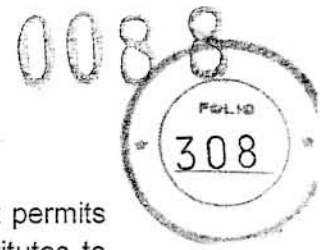
32.2 All measurements shall be in the metric system (SI Unit), unless otherwise specified in the Technical Specifications.

ARTICLE-33 CONFIDENTIALITY

Both Parties agree to treat and hold as strictly confidential all the details of the Contract as well as all information and documents exchanged by the Parties which would not be publicly available and which are not an integral part of this Contract, unless prior authorization in writing by the Party providing such information or documents or there is a legal obligation to disclose them.

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ARTICLE-34 COLLECTION OF VISA

The Parties shall provide the facilities as required for collection of visas, work permits and any necessary documents for their representatives or its nominates institutes to facilitate the implementation of the Contract (project management, inspection, training, servicing, etc.) in the Republic of Argentina, the People's Republic of China and other countries in which the Contract Goods will be produced, prepared for shipment, commissioned and serviced.

ARTICLE-35 AUTHORITATIVE TEXT

The Contract is made out in English and Spanish in 4 (four) original copies, each 2 (two) to be kept in the custody of each Party signing the Contract, all copies having the same validity.

ARTICLE-36 EFFECTIVENESS OF THE CONTRACT

36.1 This Contract will be effective after all of the following conditions have occurred:

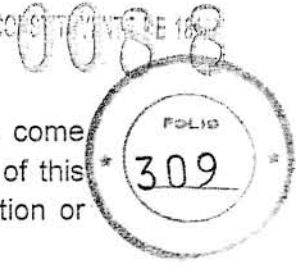
- a. Signature of this Contract by both Parties.
- b. The amendment of the Export Buyer's Credit Facility Agreement for the Belgrano Cargas Railway Rehabilitation Project (for both supply and civil works) signed on June 25th, 2012, has been signed between the Argentina Government and the China Development Bank Corporation, if necessary.
- c. The approval of this Contract by the corresponding authority of the Republic of Argentina.
- d. The Advance Payment has been paid by the Principal.

36.2 The Effective Date of the Contract will be the date on which the Advance Payment is received by CMEC. CMEC will inform the Principal of the Effective Date of the Agreement by fax, following by registered letter confirming this notice.

36.3 This Contract shall remain valid until both parties hereto have fulfilled their obligations and responsibilities under the Contract, unless otherwise terminated earlier in accordance with the relevant stipulations of the Contract. Notwithstanding the foregoing, if at any time the Credit Agreement becomes null, void or is terminated by any cause, this Contract shall be immediately terminated and the Parties shall have no right to pursue any claim or indemnification other than: (i) payment of the consideration of the obligations already fulfilled; (ii) payment of the value of the portion of the Contract Goods already delivered to the Principal and of those which are complete and ready for shipment with the signed Pre-Delivery Inspection Certificate

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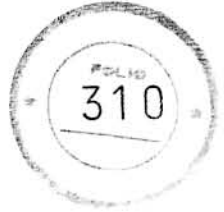
- 36.4 All provisions of this Contract, which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Contract, shall remain in effect and enforceable following such expiration or termination.
- 36.5 In the event that the conditions listed on the **ARTICLE-36.1** of this Contract have not been satisfied by January 31st, 2014, the Principal and CMEC shall negotiate together and agree to determine the new Effective Date. In such case, all the terms and conditions of this Contract- but the Effective Date- shall remain in full force and effect and the Supply Price shall remain firm and fixed and not subject to any kind of adjustments.
- 36.5 In the event that the conditions listed on the **ARTICLE-36.1** of this Contract have not been satisfied by February 28th, 2014, the Parties shall negotiate together and agree to determine the new Effective Date and the Price breakdown for this Contract.
- 36.6 The Parties agree that if the conditions listed on the **ARTICLE 36.1** of this Contract have not been satisfied after the expiration of the above mentioned date, this Contract could be rescinded, without any legal consequence for any of the Parties.

ARTICLE-37 DECLARATION

CMEC hereby represents that CMEC is a government-owned company organized under the laws of the People's Republic of China, as evidenced with the documents attached hereto as **ANNEX-1**.

In addition, it is stated for record that the documents contained in **ANNEX-1** are copies of the original documents that are, as of this date, in possession of the Ministry of Foreign Affairs of the People's Republic of China for the purposes of applicable certification and authentication. CMEC further agrees to furnish the Principal with such original documents within a term of twenty (20) days for such documents to be attached to this Contract and become an integral part hereof.

City of Buenos Aires, December 4th, 2013.



The Principal's Representative

Signature: 

Name: Cdr. Anibal Florencio Randazzo

Title: Minister

MINISTRY OF INTERIOR AND
TRANSPORTATION, REPUBLIC OF
ARGENTINA

CMEC's Representative

Signature: 

Name: Zhang Chun

Title: President

CHINA MACHINERY ENGINEERING
CORPORATION (CMEC)

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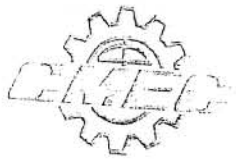
ANNEX 1. CORPORATE DOCUMENTS

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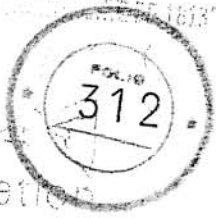


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中国机械设备工程股份有限公司
China Machinery Engineering Corporation



No. 176, Guang'anmenwai Street, Beijing 100055, China http://www.cmec.com
Email: cmec@mail.cmec.com Tel: (86-10) 68251188 Fax: (86-10) 68251885

声明
Sworn Statement

本人张淳，作为中国机械设备工程股份有限公司的总裁，根据中国机械设备工程股份有限公司对我的授权，声明如下：
ZHANG CHUN, AS THE PRESIDENT OF CHINA MACHINERY ENGINEERING CORPORATION, IN MY CAPACITY OF ATTORNEY WITH ENOUGH POWER OF CMEC FOR THIS ACT, DECLARE UNDER OATH THE FOLLOWING:

中国机械设备工程股份有限公司国有控股性质说明
Illustration of State-owned holding for CHINA MACHINERY ENGINEERING CORPORATION



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中国机械设备工程股份有限公司
China Machinery Engineering Corporation



No. 176, Guang anmenwai Street, Beijing 100055, P.R.China <http://www.cmec.com>
Email: cmec@cmec.com.cn Tel: (86-10) 83451188 Fax: (86-10) 83231585

说明/Remark:

1. 中华人民共和国国务院 (简称国务院), 即中央人民政府, 是最高国家权力机关的执行机关, 是最高国家行政机关。
The State Council of the People's Republic of China (The State Council), namely the Central People's Government, is the highest executive organ of State Power, as well as the highest organ of State administration.
2. 国务院国有资产管理委员会 (简称国资委), 是国务院下设的直属特设机构, 负责对国有资产进行监督管理。
The State-owned Assets Supervision and Administration Commission of the State Council (SASAC) is a Special Organization directly under the State Council. SASAC is responsible for the supervision and management of state-owned assets.
3. 中国机械工业集团有限公司, 依照中国法律成立于 1997 年, 是一家受国资委监督, 管理的中央企业 (参见国资委网站公布的央企名录 <http://www.sasac.gov.cn/n2963340/n2971121/n4956567/4956583.html>), 英文名称简称 SINOMACH。
China National Machinery Industry Corporation with the short name SINOMACH, which was established in the year of 1997 and registered under the law of P.R.C., is a state-owned Enterprises List in SASAC website (<http://www.sasac.gov.cn/n2963340/n2971121/n4956567/4956583.html>).
- 4 中国机械设备工程股份有限公司, 原名中国机械设备进出口总公司, 是一家注册在中国, 由中国机械工业集团有限公司控股, 并于 2012 年于中国香港上市的股份有限公司, 英文名为, 英文简称为 CMEC。
China Machinery Engineering Corporation, registered under the law of P.R.C., is a state-owned holding stock company held by SINOMACH. CMEC was listed on the Stock Exchange of HONG KONG in China in 2012. In 2012, the English name of CMEC was changed from "China National Machinery and Equipment Import and Export Corporation" to "China Machinery Engineering Corporation", and kept the short name as "CMEC".

Signature: 张军
Name: ZHANG Chun
Title: President of CMEC
Date: 2013-12-02





中国机械技术工程股份有限公司
China Machinery Engineering Corporation



POWER OF ATTORNEY

Date: Apr.19, 2013

I, the undersigned, Sun Bai, Legal Representative of China Machinery Engineering Corporation, duly organized under the law of the People's Republic of China and situated at No 178, Guang'anmengwai Street, Xicheng District, Beijing, China, hereby appoint Mr. Zhang Chun, President of China Machinery Engineering Corporation, as my true and lawful representative to:

In accordance with Articles of Association, Working Rules of the President and other relevant regulations of China Machinery Engineering Corporation, exercise the authorities conferred by the Board of Directors, take charge of the management of the production and business operation of the company and sign Power of Attorney, the agreements and other documents related to the management of the production and business operation of the company within the scope of authorization.

I hereby confirm, ratify, and accept the responsibilities for and caused by the above conduct by Mr. Zhang Chun.

This Power of Attorney shall come into force on April 19, 2013, and shall be valid until the expiry of the President's office term.

Sun Bai

Legal Representative of China Machinery Engineering Corporation

Specimen of the Representative's Signature is as follows:

Zhang Chun

178 Guang-An-Men-Wai Street, Beijing 100055, P.R.China. Fax: 86-10-63261865, Tel: 86-10-63451188

企业法人营业执照

(副本)

注册号 100000000000715(4-2)

名称 中国机械设备工程股份有限公司

住所 北京市西城区广安门外大街178号

法定代表人姓名 孙柏

注册资本 人民币肆拾壹亿贰仟伍佰柒拾万元整

实收资本 人民币肆拾壹亿贰仟伍佰柒拾万元整
 公司类型 股份有限公司

经营范围 许可经营项目：向境外派遣各类劳务人员（不含海员，有效期至2017年11月03日）。
 一般经营项目：进出口业务；承包境外工程、招标代理业务；主办境内对外经济技术展览会；外贸咨询和广告、商品展览；与以上业务有关的技术咨询、技术服务；机械设备、电气设备、电子产品、仪器仪表、包装材料、建筑材料的销售。

成立日期 1982年03月17日
 营业期限

须知

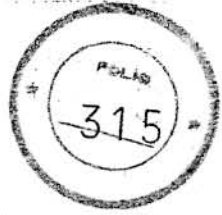
1. 《企业法人营业执照》是企业法人资格和合法经营的凭证。
2. 《企业法人营业执照》分为正本和副本，正本和副本具有同等法律效力。
3. 《企业法人营业执照》正本应当置于住所的醒目位置。
4. 《企业法人营业执照》不得伪造、涂改、出借、出租、转让。
5. 登记事项发生变化，应当向公司登记机关申请变更登记，换领《企业法人营业执照》。
6. 每年三月一日至六月三十日，应当参加年度检验。
7. 《企业法人营业执照》被吊销后，不得开展与清算无关的经营活动。
8. 办理注销登记，应当交回《企业法人营业执照》正本和副本。
9. 《企业法人营业执照》遗失或者毁坏的，应当在公司登记机关指定的报刊上声明作废，申请补领。

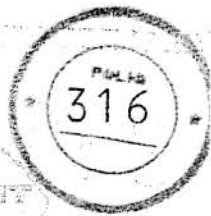
年度检验情况

2012			
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二〇一三年六月十一日





中国国际贸易促进委员会

China Council for the Promotion of International Trade
China Chamber of International Commerce

证明书

CERTIFICATE

号码 No. 13110080/36493

兹证明：所附注册号100000000000715(4-2)号企业法人
营业执照（副本）的影印件与原件相符，原件上
的中华人民共和国国家工商行政管理总局的印章
属实。

Por el presente se hace constar que la fotocopia
del adjunto LICENCIA DE FUNCIONAMIENTO DE EMPRESAS
CON PERSONA JURIDICA CON PERSONA JURIDICA
(DUPLICADO) N. 100000000000715(4-2) esta en
conformidad con el original, y que es autentico el
sello alli estampado del STATE ADMINISTRATION FOR
INDUSTRY AND COMMERCE OF THE PEOPLE'S REPUBLIC OF
CHINA.

China Council for the Promotion
of International Trade

授权签字：

Authorized
Signature : SunJia

日期：2013 年07月05日

(Date: JUL. 05, 2013)





LICENCIA DE FUNCIONAMIENTO

para Empresas con Personalidad Jurídica
(Duplicado)

Registro N.º 1100000000000715 (4-2)

Razón social: China Machinery Engineering Corporation
 Domicilio: Guanganmenwaidajie n.º 178, distrito de Xicheng, municipio de Beijing
 Representante legal: Sun Bai
 Capital registrado: Cuatro mil ciento venticinco millones setecientos mil yuanes RMB
 Capital realmente abonado: Cuatro mil ciento venticinco millones setecientos mil yuanes RMB
 Tipo de empresa: Sociedad de responsabilidad limitada
 Alcance de actividades:

Actividades permitidas en la licencia: Envío al exterior personas laborales de todo tipo (con excepción de marineros, licencia válida hasta el 3 de noviembre de 2017)

Actividades generales: Importación y exportación; contatación de obras exteriores y agencia de licitación; organización de exposiciones económicas y tecnológicas con el exterior en el país; asesoramiento y anuncio sobre comercios exteriores, y exposición de mercancías; asesoramientos y servicios técnicos relativos a las actividades arriba mencionadas; venta de equipos mecánicos, equipos eléctricos, productos electrónicos, instrumentos y medidores, y materiales de embalaje y construcción.

Plazo de funcionamiento: Del 17 de marzo de 1982
 Fecha de constitución:

Resultado de la Revisión Anual

Año 2012 A 27 de junio de 2013. (va. sello de revisión anual de la Administración Estatal de Industria y Comercio)			
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Organismo que registra: Administración Estatal de Industria y Comercio de la República Popular China (sello)

A 27 de junio de 2013

Translated by
 CCTB TRANSLATION SERVICE
 36 Xixiejie Xidan Beijing 100034
 Tel: 66509410 69509228 Fax: 66509112

企业法人营业执照

(副本)

注册号 100000000000715(4-2)

名称 中国机械设备工程股份有限公司

住所 北京市西城区广安门外大街178号

法定代表人姓名 孙柏

注册资本 人民币肆拾壹亿贰仟伍佰柒拾万元整

实收资本 人民币肆拾壹亿贰仟伍佰柒拾万元整

公司类型 股份有限公司

经营范围 许可经营项目：向境外派遣各类劳务人员（不含海员，有效期至2017年11月03日）。

一般经营项目：进出口业务；承包境外工程、招标代理业务；主办境内对外经济技术展览会；外贸咨询和广告、商品展览；与以上业务有关的技术咨询、技术服务；机械设备、电气设备、电子产品、仪器仪表、包装材料、建筑材料的销售。

成立日期 1982年03月17日

营业期限

须知

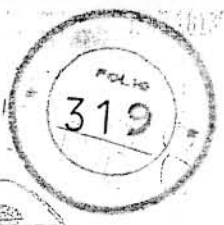
1. 《企业法人营业执照》是企业法人资格和合法经营的凭证。
2. 《企业法人营业执照》分为正本和副本，正本和副本具有同等法律效力。
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4. 《企业法人营业执照》不得伪造、涂改、出租、出借、转让。
5. 登记事项发生变化，应当向公司登记机关申请变更登记，换领《企业法人营业执照》。
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9. 《企业法人营业执照》遗失或者毁坏的，应当在公司登记机关指定的报刊上声明作废，申请补领。

年度检验情况

2012			
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二〇一三年六月二十一日



中国国际贸易促进委员会

China Council for the Promotion of International Trade
China Chamber of International Commerce

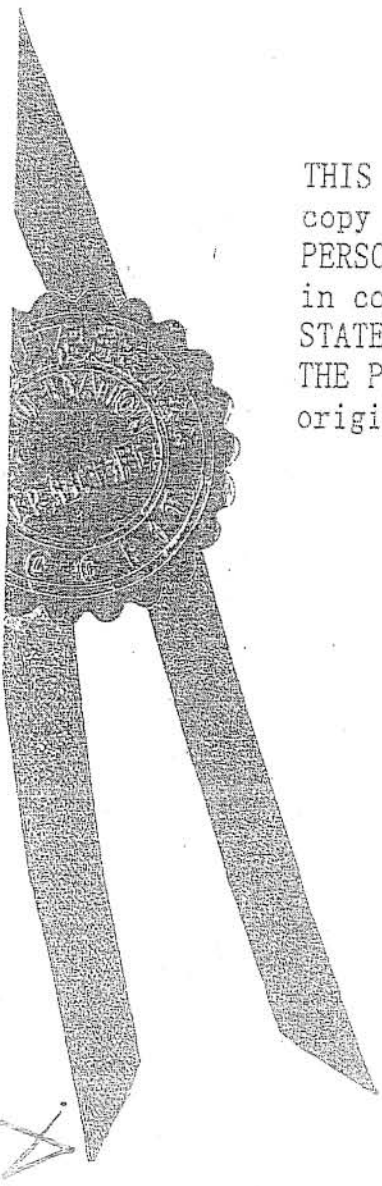
证明书

CERTIFICATE

号码 No. 131100B0/36495

兹证明：所附注册号100000000000715 (4-2) 号企业法人营业执照（副本）的影印件与原件相符，原件上的中华人民共和国国家工商行政管理总局的印章属实。

THIS IS TO CERTIFY THAT: the annexed photostated copy of BUSINESS LICENSE FOR ENTERPRISE AS LEGAL PERSON (DUPLICATE) Reg.No.100000000000715(4-2) is in conformity with the original, and the seal of STATE ADMINISTRATION FOR INDUSTRY AND COMMERCE OF THE PEOPLE'S REPUBLIC OF CHINA affixed on the original is authentic.



China Council for the Promotion of International Trade

授权签字:

Authorized Signature : *SunJia*

日期: 2013 年07月05日

(Date: JUL. 05, 2013)



CY1187



Business License for Enterprise as Legal Person

(Duplicate)

Registration No. 100000000000715 (4-2)

Name: China Machinery Engineering Corporation

Address: No.178 Guang'anmen Waidajie, Xicheng District, Beijing

Legal Representative: Sun Bai

Registered Capital: RMB 4,125.7 million yuan

Paid-in Capital: RMB 4,125.7 million yuan

Type of Business: Stock limited company

Business Scope:

Specially licensed items: dispatching labors overseas (excluding seamen, valid to November 3, 2017).

General items: import and export; contracting for overseas projects and engaging in bidding agency business; holding foreign-oriented economic and technological exhibitions in China; foreign trade consultation and exhibitions of advertisements and products; technological consultation and services related to above-mentioned businesses; sale of mechanical equipment, electrical appliances, electronic products, instruments and meters, packaging materials, and building materials.

Date of Incorporation: March 17, 1982

The State Administration for Industry and Commerce of the People's Republic of China (seal)

June 27, 2013

Annual Inspection for Year 2012

Seal for Annual Inspection of the State Administration for Industry and Commerce

June 28, 2013

Translated by
GCTS TRANSLATION SERVICE
36 Xixiejie Xidan Beijing 100032
Tel: 66509110 66509226 Fax: 66509112

中国机械装备工程股份有限公司

0088



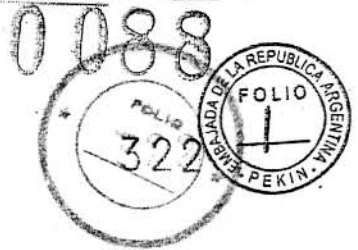
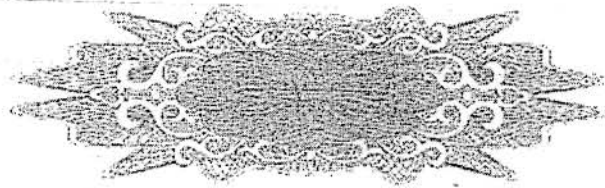
13404699-001 1/1

阿根廷 A EDC



公 证 书

中华人民共和国北京市长安公证处



中华人民共和国 国家出资企业产权登记证

根据《国家出资企业产权登记管理暂行办法》

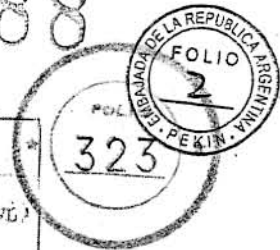
的规定，经审定，中国机械工业集团有限公司

国家资本为 795,716.8 万元。



发证日期： 2013年 3月 6日

0088



企业名称	中国机械工业集团有限公司			
组织形式	一人有限责任公司	注册资本	795,716.8 (万元)	
注册地点	北京市-海淀区	注册日期	1997-08-21	
序号	出资人名称	实缴资本 (万元)	认缴资本 (万元)	股权比例 (%)
1	国务院国资委	795,716.8	795,716.8	100
2				
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20				
合计	*****	795,716.8	795,716.8	100

经办人： 王传丽

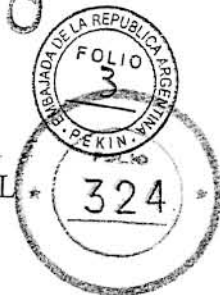
备注：

1. 本证是对国家出资企业在发证时点产权状况信息的记载
2. 本证所记载信息来源于企业章程、审计报告、验资报告等资料，以上资料所记载信息的真实性、准确性由相关各方负责，不因出具本证而转移相关各方的责任

0088

REPÚBLICA POPULAR CHINA

REGISTRO DE PROPIEDAD DE LAS EMPRESAS FINANCIADAS POR EL ESTADO



Conforme a las Medidas Provisionales para el Registro de Propiedad de Empresas Financiadadas por el Estado, y tras auditorías correspondientes, se determina que el capital estatal de la China National Machinery Industry Corporation es de 7.957.168.000 yuanes.

Comisión de Supervisión y
Administración de Bienes Estatales del
Consejo de Estado

(Sello)

Sello para el registro de la propiedad
Comisión de Supervisión y
Administración de Bienes Estatales del
Consejo de Estado

Autoridad Expedidora
(sello)

Fecha: 6-03-2013

0088



Razón Social		China National Machinery Industry Corporation		
Organización Social		Sociedad limitada unipersonal	Capital Registrado	795.716,8 (10.000 yuanes)
Lugar de Registro		Distrito Haidian, Beijing	Fecha de Registro	21-08-1997
Núm.	Financiadora	Capital Pagado (10.000 yuanes)	Capital Suscrito (10.000 yuanes)	Razón de Capital (%)
1	Comisión de Supervisión y Administración de Bienes Estatales	795.716,8	795.716,8	100
2				
3				
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20				
Tota	****	795.716,8	795.716,8	100
1				

Gestora: Wang Chuanli

Observaciones:

1. El presente trata de las informaciones del registro de propiedad de las empresas financiadas por el Estado a la hora y en el sitio de expedición.
2. Las informaciones provienen de los estatutos sociales, los informes de auditoría y verificación de capital, y otros documentos, cuya credibilidad y exactitud dependen de las entidades correspondientes. La entrega del presente no supone la transferencia de responsabilidad.

0088

公 证 书



(2013)京长安外经证字第8292号

申请人：中国机械工业集团有限公司

企业法人营业执照（副本）注册号：100000000008032（4-3）

住所：北京市海淀区丹棱街3号

法定代表人：任洪斌，男，公民身份号码：110108196304232214

公证事项：中华人民共和国国家出资企业产权登记证

兹证明国务院国有资产监督管理委员会于二〇一三年三月六日发给中国机械工业集团有限公司的《中华人民共和国国家出资企业产权登记证》的原件与前面的复印件相符，原件属实；所附的西班牙文译本与中文原本内容相符。

中华人民共和国北京市长安公证处

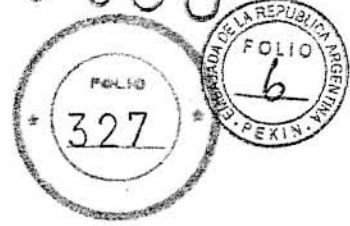
公 证 员 **蒋学恒**

二〇一三年十二月十一日



蒋学恒

0088



ACTA NOTARIAL

(2013)J.C.A.W.J.Z.Zi N° 8292

Solicitante: China National Machinery Industry Corporation

Número de registro de Licencia de Negocio de Persona Jurídica Empresarial (duplicado): 100000000008032 (4-3)

Domicilio: Danlingjie 3, distrito urbano de Haidian, municipio de Beijing

Representante legal: Ren Hongbin, de sexo masculino, de identidad ciudadana: 110108196304232214

Materia: REGISTRO DE PROPIEDAD DE LAS EMPRESAS FINANCIADAS POR EL ESTADO

Por la presente doy fe de que la antecedente fotocopia coincide con el original del REGISTRO DE PROPIEDAD DE LAS EMPRESAS FINANCIADAS POR EL ESTADO otorgado a China National Machinery Industry Corporation por Comisión de Supervisión y Administración de Bienes Estatales del Consejo de Estado el 6 de marzo de 2013, y el original es auténtico. La traducción en español adjunta coincide en contenido con el original en chino.

A 11 de diciembre de 2013.

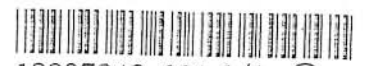
Notario: Jiang Duheng

Notaría de Chang'an

Municipio de Beijing

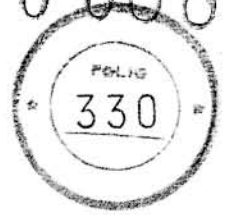
República Popular China

中国机械进出口总公司



13397242-001 1/1 ⑤
阿根廷 EDC

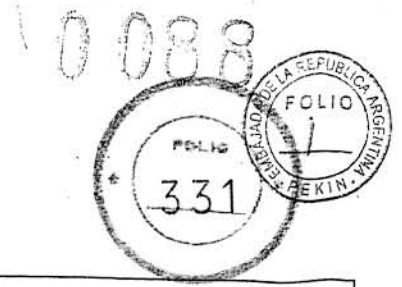
0088



公 证 书

中华人民共和国北京市长安公证处

编号: 000000 20130131 03296



企业产权登记表

企业名称	中国机械设备工程股份有限公司			
国家出资企业	中国机械工业集团有限公司	企业级次	2级	
注册地点	北京市-西城区	注册日期	1978-06-30	
注册资本(万元)	330,000	组织形式	股份有限公司	
序号	出资人名称	实缴资本 (万元)	认缴资本 (万元)	股权比例 (%)
1	中国机械工业集团有限公司	326,700	326,700	99
2	中国联合工程公司	3,300	3,300	1
3				
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合计	*****	330,000	330,000	100

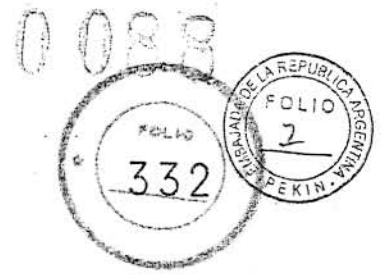
经办人: 100008034



备注:

1. 本表是出资人在发放时点对所投资企业产权状况信息的记载
2. 本表所记载信息来源于企业章程、审计报告、验资报告等资料, 以上资料所记载信息的真实性, 准确性由相关各方负责, 不因出具本表而转移相关各方的责任

Núm.: 000000 20130131 03296



REGISTRO DE LA PROPIEDAD EMPRESARIAL

Razón Social	China Machinery Engineering Corporation			
Financiadora Estatal	China National Machinery Industry Corporation	Clasificación	Segunda	
Lugar de Registro	Distrito Xicheng, Beijing		Fecha de Registro	30-06-1978
Capital Registrado (10.000 yuanes)	330.000		Organización Empresarial	SAe
Núm.	Financiadora	Capital Pagado (10.000 yuanes)	Capital Suscrito (10.000 yuanes)	Razón de Capital (%)
1	China National Machinery Industry Corporation	326.700	326.700	99
2	China United Engineering Corporation	3.300	3.300	1
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Total	****	330.000	330.000	100

Gestor: 100008034

Sello para el registro de la propiedad
China National Machinery Industry Corporation
(Sello)

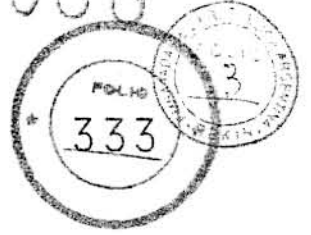
El 27 de febrero de 2013

Observaciones:

1. En esta tabla las financiadoras registran la propiedad de las empresas de objeto inversionista.
2. Las informaciones en esta tabla provienen de los estatutos sociales, los informes de auditoría y verificación de capital, y otros documentos, cuya credibilidad y exactitud dependen de las entidades correspondientes. La entrega de esta tabla no supone la transferencia de responsabilidad.

0088

公 证 书



(2013)京长安外经证字第8193号

申请人：中国机械设备工程股份有限公司

住所：北京市西城区广安门外大街178号

法定代表人：孙柏，男，一九五七年十月三日出生，公民身份号码：220104195710031333

公证事项：影印本与原本相符

兹证明前面的影印本与中国机械设备工程股份有限公司持有的《企业产权登记表》的原本相符；所附的西班牙文译本与中文原本内容相符。

中华人民共和国北京市长安公证处

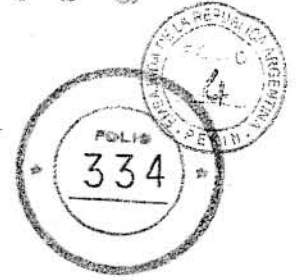
公 证 员

蒋学恒

二〇一三年十二月四日

蒋学恒

0088



ACTA NOTARIAL

(2013) J.C.A.W.J.Z.Zi N.º 8193

Solicitante: China Machinery Engineering Corporation.

Domicilio: Guang'anmenwaidajie Nº178, Distrito de Xicheng, Municipio de Beijing.

Representante Legal: Sun Bai, de sexo masculino, nacido el 3 de octubre de 1957, DNI.N.º: 220104195710031333.

Contenido notarial: la fotocopia se conforma con el original.

Se certifica por la presente que la fotocopia antecedente se conforma con el original del "REGISTRO DE LA PROPIEDAD EMPRESARIAL" poseído por China Machinery Engineering Corporation; la traducción española adicional se conforma con el original en chino.

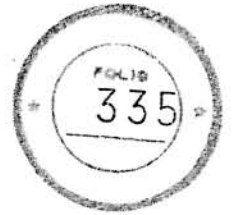
Notaría Chang'an del Municipio de Beijing,

República Popular China

Notario: Jiang Duheng

El 4 de diciembre de 2013

1138159824



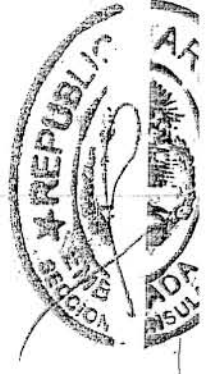
认字第13397242-001号

兹证明前而文书上公证处的印章和公证员蒋笃恒的签名（印章）属实。



中华人民共和国外交部
等秘书
十二月六日

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LEGALIZACION F.S. Nº 4091873
PEKIN IRPGL 10 DIC 2013

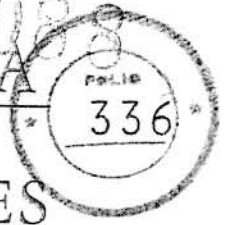
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Gonzalo Javier SACATE
Cónsul Crul. Adjunto
Beijing - R.P. China

ECHIN 17275 /2013





REPÚBLICA ARGENTINA
 MINISTERIO de
 RELACIONES EXTERIORES
 COMERCIO INTERNACIONAL Y CULTO



Sello ovalado cruzado

En virtud de las facultades conferidas por el Art. 226 del Reglamento Consular (Decreto 8714/1963):

TIPO DE DOCUMENTO: CERTIFICADO DE REGISTRO DE LA PROPIEDAD EMPRESARIAL

CANTIDAD DE FOJAS QUE INTEGRAN EL DOCUMENTO: 4

POR CORRESPONDERSE CON LA OBRANTE EN LOS REGISTROS DE ESTA REPRESENTACION CONSULAR SE LEGALIZA LA FIRMA DE: PENG, haiqiu

CARGO/CALIDAD EN LA QUE ACTUA: PRIMER SECRETARIO, CANCELLERIA REPUBLICA POPULAR CHINA

FECHA OBRANTE EN EL SELLO: 6/12/2013

N° (SI OBRA EN SELLO): 13397242-001

PERSONAS INTERVINIENTES:

RECURRENTE: CHINA MACHINERY ENGINEERING CORPORATION

REPRESENTACION CONSULAR ARGENTINA QUE INTERVIENE: Sección Consular de la Embajada Argentina en BEIJING

FECHA: 10/12/2013

Sello ovalado cruzado

Sello y Firma del funcionario

Gonzalo Javier SABATE
 Cónsul Gen. Adjunto
 Beijing, R.P. China

N° DE ORDEN: ECHIN 17275/2013
 N° ARANCEL: 6.4.3
 DERECHOS PERCIBIDOS: CNY 372.00

Art. 229 del Reglamento Consular (Decreto N° 8714/1963 modificado por el Decreto N° 1629/2001: "Los documentos extranjeros autenticados en la forma establecida en el presente Reglamento harán fe en territorio nacional, sin necesidad de su posterior legalización ante otra autoridad argentina"

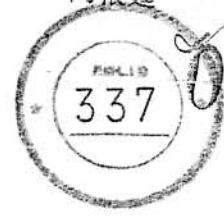
中国机械设备工程股份有限公司

阿根廷



13397236-001 1/1 ⑤

阿根廷 EDC



088

公 证 书

中华人民共和国北京市长安公证处

企业法人营业执照

(副本)

注册号 100000000000715(4-2)

名称 中国机械设备工程股份有限公司

住所 北京市西城区广安门大街178号

法定代表人姓名 孙柏

注册资本 人民币肆拾壹亿贰仟伍佰柒拾万元整

实收资本 人民币肆拾壹亿贰仟伍佰柒拾万元整

企业类型 股份有限公司

经营范围 许可经营项目：向境外派遣各类劳务人员（不含海员，有效期至2017年11月03日）。

一般经营项目：进出口业务；承包境外工程、招标代理业务；主办境内对外经济技术展览会；外贸咨询和广告、商品展览；与以上业务有关的技术咨询、技术服务；机械设备、电气设备、电子产品、仪器仪表、包装材料、建筑材料的销售。

成立日期 1982年03月17日

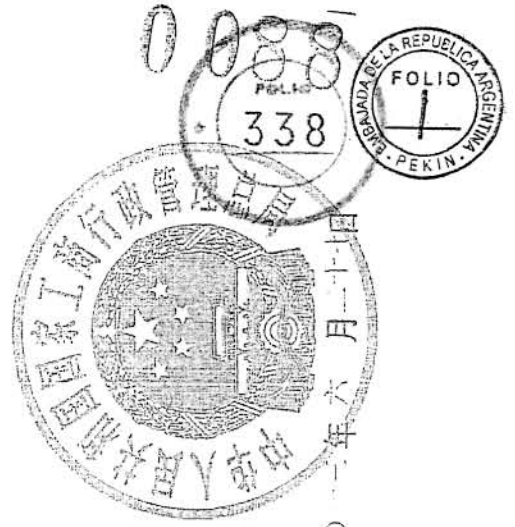
营业期限 限

须知

1. 《企业法人营业执照》是企业法人资格和合法经营的凭证。
2. 《企业法人营业执照》分为正本和副本，正本和副本具有同等法律效力。
3. 《企业法人营业执照》正本应当置于住所的醒目位置。
4. 《企业法人营业执照》不得伪造、涂改、出租、出借、转让。
5. 登记事项发生变化，应当向公司登记机关申请变更登记，领取《企业法人营业执照》。
6. 每年三月一日至六月三十日，应当参加年度检验。
7. 《企业法人营业执照》被吊销后，不得开展与清算无关的经营活动。
8. 办理注销登记，应当交回《企业法人营业执照》正本和副本。
9. 《企业法人营业执照》遗失或者毁坏的，应当在公司登记机关指定的报刊上声明作废，申请补领。

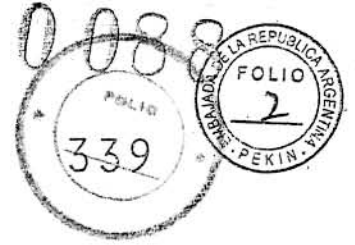
年度检验情况

2012			



二〇一二年六月十一日

LICENCIA DE FUNCIONAMIENTO
para Empresas con Personalidad Jurídica
(Duplicado)



Registro Número 100000000000715 (4-2)

Razón social: China Machinery Engineering Corporation

Domicilio: Guanganmenwaidajie número 178, distrito de Xicheng, municipio de Beijing

Representante legal: Sun Bai

Capital registrado: Cuatro mil ciento venticinco millones setecientos mil yuanes RMB

Capital realmente abonado: Cuatro mil ciento venticinco millones setecientos mil yuanes RMB

Tipo de empresa: Sociedad Anónima

Alcance de actividades:

Actividades permitidas en la licencia: Envío al exterior personas laborales de todo tipo (con excepción de marineros, licencia válida hasta el 3 de noviembre de 2017)

Actividades generales: Importación y exportación; contratación de obras exteriores y agencia de licitación; organización de exposiciones económicas y tecnológicas con el exterior en el país; asesoramiento y auncio sobre comercios exteriores, y exposición de mercancías; asesoramientos y servicios técnicos relativos a las actividades arriba mencionadas; venta de equipos mecánicos, equipos eléctricos, productos eléctricos, instrumentos y medidores, y materiales de embalaje y construcción.

Plazo de funcionamiento: Del 17 de marzo de 1982

Fecha de constitución:

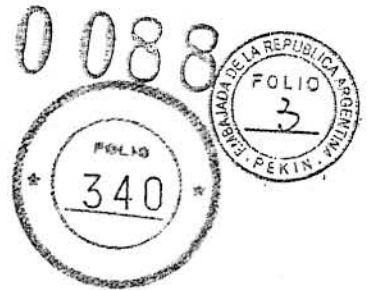
Resultado de la Revisión Anual

Año 2012			
A 27 de junio de 2013(va sello de revisión anual de la Administración Estatal de Industria y Comercio)			

Organismo que registra: Administración Estatal de Industria y Comercio de la República Popular China(sello)

A 27 de junio de 2013.

公 证 书



(2013)京长安外经证字第8191号

申请人：中国机械设备工程股份有限公司

企业法人营业执照（副本）注册号：100000000000715（4-2）

住所：北京市西城区广安门外大街178号

法定代表人：孙柏，男，一九五七年十月三日出生，公民身份号码：220104195710031333

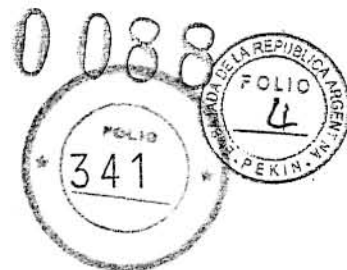
公证事项：企业法人营业执照（副本）

兹证明中华人民共和国国家工商行政管理总局于二〇一三年六月二十七日发给中国机械设备工程股份有限公司的《企业法人营业执照（副本）》原件与前面的复印件相符，原件属实；所附的西班牙文译本与中文原本内容相符。

中华人民共和国北京市长安公证处

公 证 员 **蒋 恒**
二〇一三年十二月四日
蒋 恒

ACTA NOTARIAL



(2013) J.C.A.W.J.Z.Zi N.º 8191

Solicitante: China Machinery Engineering Corporation.

Número de Registro de Licencia de Funcionamiento para Empresas con Personalidad Jurídica (Duplicado): 100000000000715 (4-2)

Domicilio: Guang'anmenwaidajie N°178, Distrito de Xicheng, Municipio de Beijing.

Representante Legal: Sun Bai, de sexo masculino, nacido el 3 de octubre de 1957, DNI.N.º: 220104195710031333.

Contenido notarial: Licencia de Funcionamiento para Empresas con Personalidad Jurídica (Duplicado).

Se certifica por la presente que la fotocopia antecedente se conforma con el original de la "Licencia de Funcionamiento para Empresas con Personalidad Jurídica (Duplicado)" de China Machinery Engineering Corporation, expedida por la Administración Estatal de Industria y Comercio de la República Popular China en el 27 de junio de 2013, y que el original es verídico; la traducción española adicional se conforma con el original en chino.

Notaría Chang'an del Municipio de Beijing,

República Popular China

Notario: Jiang Duheng

El 4 de diciembre de 2013

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342

认字第13397236-001号

兹证明前而文书上公证处的印章和公证
员蒋笃恒的签名（印章）属实。

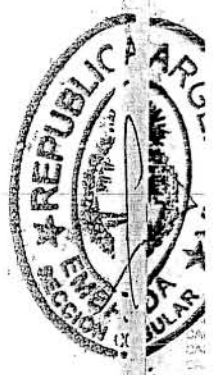


中华人民共和国外交部
等秘书
十二月六日

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LEGALIZACION F.S. Nº 4091875
PEKIN (RPC), 10 DIC 2013

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Gonzalo Javier SABATE
Cónsul Gral. Adjunto
Beijing - R.P. China

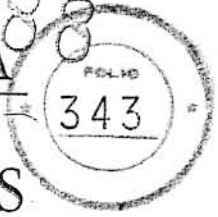
ECHIN 17277/2013





REPÚBLICA ARGENTINA

MINISTERIO de
RELACIONES EXTERIORES
COMERCIO INTERNACIONAL Y CULTO



Sello ovalado cruzado

En virtud de las facultades conferidas por el Art. 226 del Reglamento Consular (Decreto 8714/1963):

TIPO DE DOCUMENTO: LICENCIA DE FUNCIONAMIENTO

CANTIDAD DE FOJAS QUE INTEGRAN EL DOCUMENTO: 4
 POR CORRESPONDERSE CON LA OBRANTE EN LOS REGISTROS DE ESTA REPRESENTACION CONSULAR SE LEGALIZA LA FIRMA DE: PENG, haiqiu

CARGO/CALIDAD EN LA QUE ACTUA: PRIMER SECRETARIO, CANCELLERIA REPUBLICA POPULAR CHINA

FECHA OBRANTE EN EL SELLO: 6/12/2013
 N° (SI OBRA EN SELLO): 13397236-001

PERSONAS INTERVINIENTES:
 RECURRENTE: CHINA MACHINERY ENGINEERING CORPORATION

REPRESENTACION CONSULAR ARGENTINA QUE INTERVIENE: Sección Consular de la Embajada Argentina en BEIJING

FECHA: 10/12/2013

Sello ovalado cruzado

N° DE ORDEN: ECHIN 17277/2013
 N° ARANCEL: 6.4.3
 DERECHOS PERCIBIDOS: CNY 372.00

Sello y Firma del funcionario

Gonzalo Javier SABATE
 Cónsul Gral. Adjunto
 Beijing-R.P. China

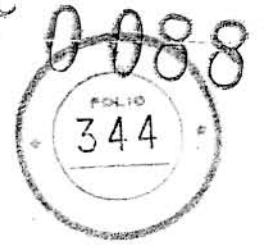
Art. 229 del Reglamento Consular (Decreto N° 8714/1963 modificado por el Decreto N° 1629/2001: "Los documentos extranjeros autenticados en la forma establecida en el presente Reglamento harán fe en territorio nacional, sin necesidad de su posterior legalización ante otra autoridad argentina"

中国机械设备工程股份有限公司



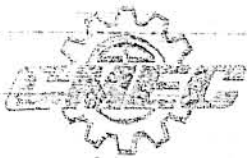
13397228-001 1/1 ⑤
阿根廷 EDC

阿根廷

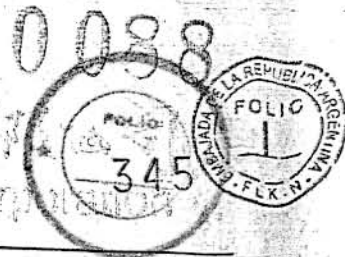


公 证 书

中华人民共和国北京市长安公证处



中国机械设备工程股份有限公司
China Machinery Engineering Corporation



POWER OF ATTORNEY

Date: Apr.19, 2013

I, the undersigned, Sun Bai, Legal Representative of China Machinery Engineering Corporation, duly organized under the law of the People's Republic of China and situated at No 178, Guang'anmengwai Street, Xicheng District, Beijing, China, hereby appoint Mr. Zhang Chun, President of China Machinery Engineering Corporation, as my true and lawful representative to:

In accordance with Articles of Association, Working Rules of the President and other relevant regulations of China Machinery Engineering Corporation, exercise the authorities conferred by the Board of Directors, take charge of the management of the production and business operation of the company and sign Power of Attorney, the agreements and other documents related to the management of the production and business operation of the company within the scope of authorization.

I hereby confirm, ratify, and accept the responsibilities for and caused by the above conduct by Mr. Zhang Chun.

This Power of Attorney shall come into force on April 19, 2013, and shall be valid until the expiry of the President's office term.

Sun Bai

Legal Representative of China Machinery Engineering Corporation

Specimen of the Representative's Signature is as follows:

Zhang Chun

0088

公 证 书



(2013)京长安外经证字第8192号

申请人：中国机械设备工程股份有限公司

住所：北京市西城区广安门外大街178号

法定代表人：孙柏，男，一九五七年十月三日出生，公民身份号码：220104195710031333

公证事项：签名

兹证明前面中国机械设备工程股份有限公司出具的《POWER OF ATTORNEY》上中国机械设备工程股份有限公司的法定代表人孙柏的签名属实。

中华人民共和国北京市长安公证处

公 证 员

蒋学恒

二〇一三年十二月四日

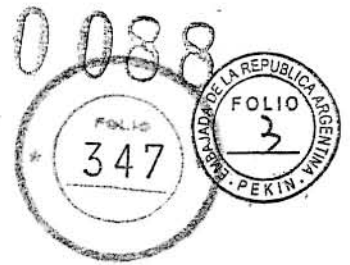


蒋学恒

China Machinery Engineering Corporation

PODER

19 de abril, 2013



Yo, Sun Bai, Representante Legal de China Machinery Engineering Corporation, constituida con arreglo a la ley de la República Popular China, con domicilio legal en Guanganmenwaidajie número 178, distrito urbano de Xicheng, Beijing, China. Nombro al Señor Zhang Chun, presidente de China Machinery Engineering Corporation como mi representante verdadero y legal para que:

De acuerdo con Artículos de Asociación, Reglas de trabajo del Presidente y otras regulaciones de China Machinery Engineering Corporation, ejerza la autoridad conferida por el Consejo de Administración, se haga cargo de la gestión de la producción y negocios de la empresa y firme el Poder, los acuerdos y otros documentos relacionados con la gestión de la producción y negocios de la empresa dentro del ámbito de la autorización.

Confirmo, apruebo y acepto las acciones antedichas del Señor Zhang Chun y las responsabilidades que se puedan causar por ellas.

Este Poder entra en vigor el 19 de abril de 2013 y seguirá válido hasta la expiración del mandato del Presidente.

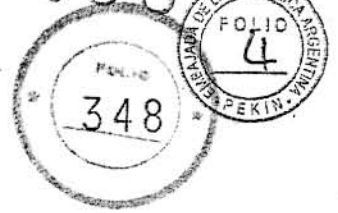
Sun Bai

Representante Legal de China Machinery Engineering Corporation

el siguiente es el espécimen de la firma:

Zhang Chun

0088



ACTA NOTARIAL

(2013) J.C.A.W.J.Z.Zi N.º 8192

Solicitante: China Machinery Engineering Corporation.

Domicilio: Guang'anmenwaidajie N°178, Distrito de Xicheng, Municipio de Beijing.

Representante Legal: Sun Bai, de sexo masculino, nacido el 3 de octubre de 1957, DNI.N.º: 220104195710031333.

Contenido notarial: firma.

Se certifica por la presente que es verídica la firma de Sun Bai, representante legal de China Machinery Engineering Corporation, en el "Poder" antecedente expedido por China Machinery Engineering Corporation.

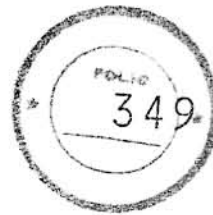
Notaría Chang'an del Municipio de Beijing,

República Popular China

Notario: Jiang Duheng

El 4 de diciembre de 2013

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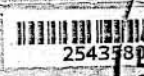


认字第13397228-001号

兹证明前而文书上公证处的印章和公证
员蒋笃恒的签名（印章）属实。



中华人民共和国外交部
等秘书
十二月六日



LEGALIZACION F.S. Nº 4091874
PEKIN (RPC) 1.0 DIC 2013

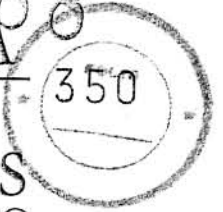
Gonzalo Javier SABATE
Cónsul Gral. Adjunto
Beijing, R.P. China

ECHIN 17276 /2013





0088
REPÚBLICA ARGENTINA
 MINISTERIO de
RELACIONES EXTERIORES
COMERCIO INTERNACIONAL Y CULTO



Sello ovalado cruzado

En virtud de las facultades conferidas por el Art. 226 del Reglamento Consular (Decreto 8714/1963):

TIPO DE DOCUMENTO: PODER

CANTIDAD DE FOJAS QUE INTEGRAN EL DOCUMENTO: 4

POR CORRESPONDERSE CON LA OBRANTE EN LOS REGISTROS DE ESTA REPRESENTACION CONSULAR SE LEGALIZA LA FIRMA DE: PENG, haiqiu

CARGO/CALIDAD EN LA QUE ACTUA: PRIMER SECRETARIO, CANCELLERIA REPUBLICA POPULAR CHINA

FECHA OBRANTE EN EL SELLO: 6/12/2013

N° (SI OBRA EN SELLO): 13397228-001

PERSONAS INTERVINIENTES:

RECURRENTE: CHINA MACHINERY ENGINEERING CORPORATION

REPRESENTACION CONSULAR ARGENTINA QUE INTERVIENE: Sección Consular de la Embajada Argentina en BEIJING

FECHA: 10/12/2013

Sello ovalado cruzado

Sello y Firma del funcionario

Gonzalo Javier SABATE
 Cónsul Gral. Adjunto
 Beijing, R.P. China

N° DE ORDEN: ECHIN 17276/2013

N° ARANCEL: 6.4.3

DERECHOS PERCIBIDOS: CNY 372.00

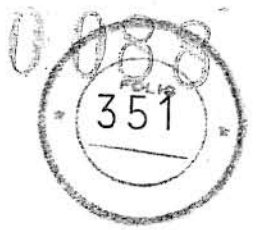
Art. 229 del Reglamento Consular (Decreto N° 8714/1963 modificado por el Decreto N° 1629/2001: "Los documentos extranjeros autenticados en la forma establecida en el presente Reglamento harán fe en territorio nacional, sin necesidad de su posterior legalización ante otra autoridad argentina"





13404706-001 1/1 ⑤

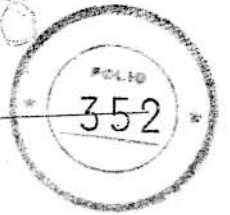
阿根廷 EDC



公 证 书

中华人民共和国北京市长安公证处

0088



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第

第

0088



中國機械設備工程股份有限公司章程

第一章 總則

第一條

中國機械設備工程股份有限公司（以下簡稱「公司」）系依照《中華人民共和國公司法》（以下簡稱「《公司法》」）、《中華人民共和國證券法》、《國務院關於股份有限公司境外募集股份及上市的特別規定》（以下簡稱「《特別規定》」）、《到境外上市公司章程必備條款》（以下簡稱「《必備條款》」）以及中國其他有關法律、行政法規成立的股份有限公司。

公司經國務院國資委批准，由中國機械設備進出口總公司重組改制設立；於2011年1月18日在中華人民共和國國家工商行政管理總局登記，取得《企業法人營業執照》（註冊號為：1000000000000715）。

公司的發起人為：中國機械工業集團有限公司（以下簡稱「國機集團」）、中國聯合工程公司（以下簡稱「中國聯合」）。

第二條

公司註冊中文名稱：中國機械設備工程股份有限公司（簡稱「中國機械工程」）

公司英文名稱：China Machinery Engineering Corporation（簡稱「CMEC」）

第三條

公司住所：北京市西城區廣安門外大街178號

郵政編碼：100055

電話：86-10-63451188

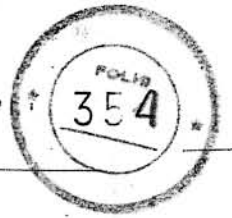
傳真：86-10-63261865

第四條

公司的法定代表人是公司董事長。

第五條

公司為永久存續的股份有限公司。



第六條

本中國機械設備工程股份有限公司章程（以下簡稱「本章程」）由公司股東大會的特別決議通過，經國家有關部門批准後，於公司境外上市外資股在香港聯合交易所有限公司（以下簡稱「香港聯交所」）掛牌交易之日起生效，以取代原來在工商管理機關備案之公司章程。

第九

自本章程生效之日起，本章程即成為規範公司的組織與行為、公司與股東、股東與股東之間權利義務關係的具有法律約束力的文件。

第十

在不違反本章程規定的前提下，依據本章程，股東可以起訴公司、其他股東，股東可以起訴公司董事、監事、總經理和其他高級管理人員（包括副總經理、財務總監、總工程師、董事會秘書、總經理助理、總法律顧問及公司董事會根據需要而聘請的其他高級管理人員，下同）。公司可以起訴股東、董事、監事、總經理和其他高級管理人員。

前款所稱起訴，包括向法院提起訴訟或者向仲裁機構申請仲裁。

第七條

本章程對公司及其股東、董事、監事、總經理和其他高級管理人員均有約束力；前述人員均可以依據本章程提出與公司事宜有關的權利主張。

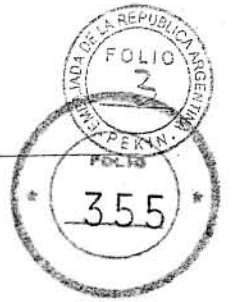
第八條

公司可以向其他企業投資，但是，除法律另有規定外，不得成為對所投資企業的債務承擔連帶責任的出資人。

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第二章 經營宗旨及範圍

第九條

公司的經營宗旨是：立足國際市場，堅持務實創新，持續提高競爭力，成為中國一流、國際先進、以人為本的學習型跨國經營企業。通過公司的經營活動，服務於中國的現代化建設，提高人類社會的現代化水平。

第十條

公司的經營範圍以公司登記機關核准的經營範圍為準。

公司的經營範圍包括：

主營：許可經營項目：向境外派遣各類勞務人員。一般經營項目：進出口業務；承包境外工程、招標代理業務；主辦境內對外經濟技術展覽會；外貿諮詢和廣告、商品展覽；與以上業務有關的技術諮詢、技術服務；機械設備、電氣設備、電子產品、儀器儀表、包裝材料、建築材料的銷售。

前款所指經營範圍以公司登記機關的審核為準。

公司可以根據國內外市場變化、業務發展和自身能力，調整經營範圍，並按規定辦理有關工商登記變更手續。

第三章 股份、註冊資本和股份轉讓

第十一條

公司在任何時候均設置普通股；公司根據需要，經國務院授權的公司審批部門批准，可以設置其他種類的股份。

第十二條

公司發行的股票，均為有面值股票，每股面值人民幣一元。

前款所稱人民幣，是指中華人民共和國的法定貨幣。

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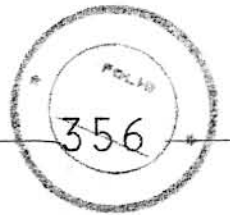
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第十三條

經國務院證券主管機構批准，公司向境內投資人和境外投資人發行股票。

前款所稱境外投資人是指認購公司發行股份的外國和香港、澳門、台灣地區的投資人；境內投資人是指認購公司發行股份的，除前述地區以外的中華人民共和國境內的投資人。

第十四條

公司向境內投資人發行的以人民幣認購的股份，稱為內資股。公司向境外投資人發行的以外幣認購的股份，稱為外資股。外資股在境外上市的，稱為境外上市外資股。內資股股東和外資股股東同是普通股股東，享有同等權利，承擔同等義務。

前款所稱外幣是指國家外匯主管部門認可的，可以用來向公司繳付股款的人民幣以外的其他國家或地區的法定貨幣。

第十五條

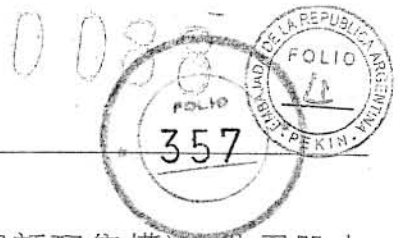
公司發行的在香港上市的外資股，簡稱為H股。H股指獲香港聯交所批准上市，以人民幣標明股票面值，以港幣認購和進行交易的股票。

第十六條

經國務院授權的審批部門批准，公司成立時向發起人發行普通股330,000萬股，均由公司發起人認購和持有。

第十七條

公司成立後，經國務院證券主管機構批准，公司發行境外上市外資股82,570萬股（含超額配售10,770萬股），公司國有股東根據《減持國有股籌集社會保障資金管理暫行辦法》和國務院有關規定在發行境外上市外資股的同時將所持8,257萬股國有股劃轉給全國社會保險基金理事會（「社保基金理事會」）持有。



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在上述發行完成後(包括全額行使超額配售權),公司股本結構為:國機集團持有318,525.57萬股,約佔77.21%;中國聯合持有3,217.43萬股,約佔0.78%;社保基金理事會持有8,257萬股,約佔2.0%,境外上市外資股股東持有82,570萬股,約佔20.01%。

第十八條

經國務院證券主管機構批准的公司發行境外上市外資股和內資股的計劃,公司董事會可以作出分別發行的實施安排。

公司依照前款規定分別發行境外上市外資股和內資股的計劃,可以自國務院證券主管機構批准之日起15個月內分別實施。

第十九條

公司在發行計劃確定的股份總數內,分別發行境外上市外資股和內資股的,應當分別一次募足;有特殊情況不能一次募足的,經國務院證券主管機構批准,也可以分次發行。

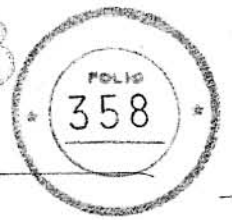
第二十條

公司成立時註冊資本為人民幣330,000萬元。公司上市後,註冊資本為人民幣412,570萬元。

第二十一條

除法律、行政法規另有規定外,公司股份可以依法自由轉讓,並不附帶任何留置權。

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- (二) 股份購買人與公司的每名股東、董事、監事、總經理及其他高級管理人員同意，而代表公司本身及每名董事、監事、總經理及其他高級管理人員行事的公司亦與每名股東同意，將因公司章程而產生之一切爭議及索賠，或因《公司法》及其他中國有關法律、行政法所規定的權利和義務發生的、與公司事務有關的爭議或權利主張，須根據公司章程的規定提交仲裁解決，及任何提交的仲裁均須視為授權仲裁庭進行公開聆訊及公佈其裁決，該仲裁是終局裁決。
- (三) 股份購買人與公司及其每名股東同意，公司的股份可由其持有人自由轉讓。
- (四) 股份購買人授權公司代其與每名董事、總經理與其他高級管理人員訂立合約，由該等董事、總經理及其他高級管理人員承諾遵守及履行公司章程規定的其對股東應盡之責任。

公司須指示及促使其股票過戶登記處，拒絕以任何個別持有人的姓名登記其股份的認購、購買或轉讓，除非及直至該個別持有人向該股票過戶登記處提交有關該等股份的簽妥表格，而表格須包括上述聲明。

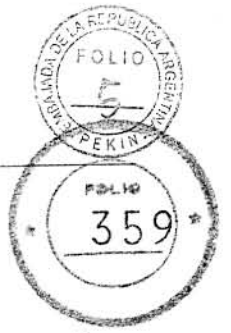
第三十六條

公司股票可按有關法律、行政法規和公司章程的規定轉讓、贈與、繼承和質押。股票的轉讓和轉移，須到公司委託的股票登記機構辦理登記。

第三十七條

股票由董事長簽署。公司股票上市的證券交易所要求公司其他高級管理人員簽署的，還應當由其他有關高級管理人員簽署。股票經加蓋公司印章或者以印刷形式加蓋印章後生效。在股票上加蓋公司印章或以印刷形式加蓋印章，應當有董事會的授權。公司董事長或者其他有關高級管理人員在股票上的簽字也可以採取印刷形式。

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第三十八條

公司應當設立股東名冊，登記以下事項：

- (一) 各股東的姓名（名稱）、地址（住所）、職業或性質；
- (二) 各股東所持股份的類別及其數量；
- (三) 各股東所持股份已付或者應付的款項；
- (四) 各股東所持股份的編號；
- (五) 各股東登記為股東的日期；
- (六) 各股東終止為股東的日期。

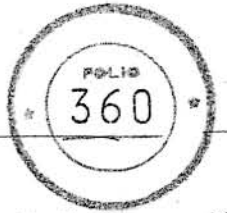
股東名冊為證明股東持有公司股份的充分證據；但是有相反證據的除外。

在遵守公司章程及其他適用規定的前提下，公司股份一經轉讓，股份承讓人的姓名（名稱）將作為該等股份的持有人，列入股東名冊內。

所有境外上市外資股的行為或轉讓將登記在根據公司章程第三十九條規定存放於上市地的境外上市外資股股東名冊。

當兩位或以上的人登記為任何股份之聯名股東，他們應被視為有關股份的共同持有人，但必須受以下條款限制：

- (一) 公司不必為超過4名人士登記為任何股份的聯名股東；
- (二) 任何股份的所有聯名股東須共同地及個別地承擔支付有關股份所應付的所有金額的責任；
- (三) 如聯名股東其中之一死亡，只有聯名股東中的其他尚存人士應被公司視為對有關股份享有所有權的人，但董事會有權就有關股東名冊資料的更改而要求提供其認為恰當之有關股東的死亡證明文件；及



(六) 公司根據本條規定補發新股票時，應當立即註銷原股票，並將此註銷和補發事項登記在股東名冊上。

(七) 公司為註銷原股票和補發新股票的全部費用，均由申請人負擔。在申請人未提供合理的擔保之前，公司有權拒絕採取任何行動。

第四十六條

公司根據本章程的規定補發新股票後，獲得前述新股票的善意購買者或者其後登記為該股份的所有者的股東（如屬善意購買者），其姓名（名稱）均不得從股東名冊中刪除。

第四十七條

公司對於任何由於註銷原股票或者補發新股票而受到損害的人均無賠償義務，除非該當事人能證明公司有欺詐行為。

第七章 股東的權利和義務

第四十八條

公司股東為依法持有公司股份並且其姓名（名稱）登記在股東名冊上的人。

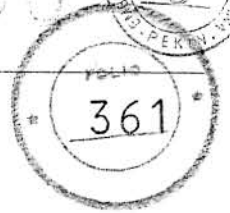
股東按其持有股份的種類和份額享有權利，承擔義務；持有同一種類股份的股東，享有同等權利，承擔同種義務。

公司各類別股東在以股利或其他形式所作的任何分派中享有同等權利。

法人作為公司股東時，應由法定代表人或法定代表人的代理人代表其行使權利。

公司不得只因任何直接或間接擁有權益的人士並未向公司披露其權益而行使任何權力以凍結或以其他方式損害其所持任何股份附有的權利。

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第四十九條

公司普通股股東享有下列權利：

- (一) 依照其所持有的股份份額領取股利和其他形式的利益分配；
- (二) 依法請求、召集、主持、參加或者委派股東代理人參加股東會議，並按持股份額行使表決權；
- (三) 對公司的業務經營活動進行監督管理，提出建議或者質詢；
- (四) 依照法律、行政法規及本章程的規定轉讓、贈予或質押其所持有的股份；
- (五) 依照本章程的規定獲得有關信息，包括：
 - 1、 在繳付成本費用後得到本章程；
 - 2、 在繳付了合理費用後有權查閱和複印：
 - (1) 所有各部份股東的名冊；
 - (2) 公司董事、監事、總經理和其他高級管理人員的個人資料，包括：
 - (a) 現在及以前的姓名、別名；
 - (b) 主要地址（住所）；
 - (c) 國籍；
 - (d) 專職及其他全部兼職的職業、職務；
 - (e) 身份證明文件及其號碼。
 - (3) 公司已發行股本狀況；

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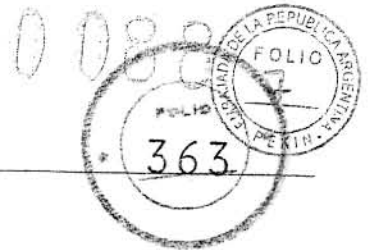
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第八章 股東大會

第五十三條 股東大會是公司的權力機構，依法行使職權。

第五十四條 股東大會行使下列職權：

- (一) 決定公司的經營方針和投資計劃；
- (二) 選舉和更換董事，決定有關董事的報酬事項；
- (三) 選舉和更換非由職工代表擔任的監事，決定有關監事的報酬事項；
- (四) 審議、批准董事會的報告；
- (五) 審議、批准監事會的報告；
- (六) 審議、批准公司的年度財務預算方案和決算方案；
- (七) 審議、批准公司的利潤分配方案和彌補虧損方案；
- (八) 對公司增加或減少註冊資本作出決議；
- (九) 對公司發行債券、發行任何種類股票、認股證和其他類似證券作出決議；
- (十) 對公司合併、分立、解散、清算或者變更公司形式等事項作出決議；
- (十一) 修改本章程；
- (十二) 審議代表公司有表決權的股份百分之三以上（含百分之三）的股東的提案；
- (十三) 決定聘用、續聘或解聘會計師事務所；
- (十四) 對第五十五條規定的擔保事項作出決議；



(十五) 審議公司在一年內購買、出售重大資產超過公司最近一期經審計總資產30%的事項；

(十六) 審議股權激勵計劃；

(十七) 法律、行政法規及公司章程規定由股東大會決定的其他事項；

(十八) 公司股票上市地的證券交易所的上市規則所要求的其他事項。

股東大會可以授權或委託董事會辦理其授權或委託辦理的事項。

第五十五條

公司下列對外擔保行為，須經股東大會審議通過：

(一) 公司及公司控股子公司的對外擔保總額（包括公司對控股子公司擔保在內的公司對外擔保總額與公司控股子公司對外擔保總額之和），達到或超過最近一期經審計淨資產的50%以後提供的任何擔保；

(二) 公司及公司控股子公司的對外擔保總額（包括公司對控股子公司擔保在內的公司對外擔保總額與公司控股子公司對外擔保總額之和），達到或超過最近一期經審計總資產的30%以後提供的任何擔保；

(三) 為資產負債率超過70%的擔保對象提供的擔保；

(四) 單筆擔保額達到或超過最近一期經審計淨資產10%的擔保；

(五) 對公司股東、實際控制人及股東、實際控制人的關連方提供的擔保。

(六) 根據中國法律、行政法規及有關規定的要求，須由公司股東大會審議的其他對外擔保事項。

有關監

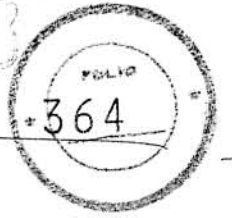
案；

案；

和其

形式

含百



如該股東為認可結算所(或其代理人),該股東可以授權其認為合適的一個或以上人士在任何股東大會或任何類別股東會議上擔任其代表;但是,如果一名以上的人士獲得授權,則授權書應載明每名該等人士經此授權所涉及的股份數目和種類。經此授權的人士可以代表認可結算所(或其代理人)行使權利,如同該人士是公司的個人股東。

第七

第六十七條

任何由公司董事會發給股東用於任命股東代理人的委託書的格式,應當讓股東自由選擇指示股東代理人投贊成票或者反對票,並就會議每項議題所要作出表決的事項分別作出指示。委託書應當註明如果股東不作指示,股東代理人可以按自己的意思表決。

除上述規定外,前述委託書還應載明以下事項:股東代理人所代表的股份數額、股東代理人的姓名;股東代理人是否具有表決權;股東代理人對可能納入股東大會議程的臨時提案是否有表決權;如果有表決權應行使何種表決權的具體指示;簽發日期和有效期限。如果數人為股東代理人的,委託書應註明每名股東代理人所代表的股份數目。

第七

代理人代表股東出席股東大會,應當出示本人身份證明及由委託人簽署或委託人法定代表簽署的委託書,委託書應規定簽發日期。法人股東如果委派其法定代表出席會議,該法人代表應當出示本人身份證明和委派該法人代表的法人的董事會或者其他權力機構的決議經過公證證實的副本或公司許可的其他經核證證實的副本。

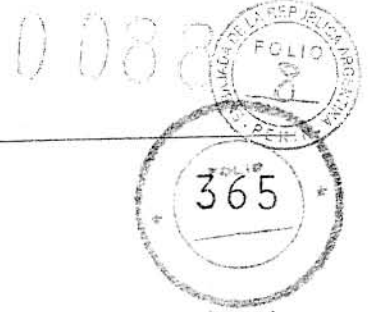
第七

第六十八條

表決前委託人已經去世、喪失行為能力、撤回委任、撤回簽署委任的授權或者有關股份已被轉讓的,只要公司在有關會議開始前沒有收到該等事項的書面通知,由股東代理人依委託書所作出的表決仍然有效。

第六十九條

股東大會由董事長召集並擔任會議主席;董事長因故不能出席會議的,應當由副董事長召集會議並擔任會議主席;董事長和副董事長均無法出席會議的,董事會可以指定一名公司董事代為召集會議並且擔任會議主席;未指定會議主席的,出席會議的股東可以選舉一人擔任主席;如果因任何理由,股東無法選舉主席,應當由出席會議的持有最多表決權股份的股東(包括股東代理人)擔任會議主席。



第七十條

股東大會決議分為普通決議和特別決議。

股東大會作出普通決議，應當由出席股東大會的股東（包括股東代理人）所持表決權的過半數通過。

股東大會作出特別決議，應當由出席股東大會的股東（包括股東代理人）所持表決權的2/3以上通過。

出席會議的股東（包括股東代理人），應當就需要投票表決的每一事項明確表示贊成或反對。投棄權票，放棄投票，公司在計算該項表決結果時，均不計入表決結果。

第七十一條

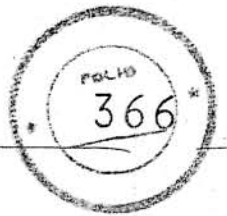
股東（包括股東代理人）在股東大會表決時，以其所代表的有表決權的股份數額行使表決權，每一股份有一票表決權。但是公司持有的本公司股份沒有表決權，且該部份股份不計入出席股東大會表決權的股份總數。

根據適用的法律法規及公司股票上市地交易所的上市規則，若任何股東就任何個別的決議案須放棄表決或被限制只可投贊成票或只可投反對票時，任何違反有關規定或限制的由股東（或其代理人）所作的表決均不計入表決結果。

第七十二條

除非法律、行政法規、有關監管機構或公司股份上市地的交易所的上市規則要求或下列人員在舉手表決以前或者以後要求以投票方式表決，股東大會以舉手方式進行表決：

- (一) 會議主席；
- (二) 至少兩名有表決權的股東或者有表決權的股東的代理人；
- (三) 單獨或者合併計算持有在該會議上有表決權的股份10%以上（含10%）的一個或者若干股東（包括股東代理人）。



會議主席根據舉手表決的結果，宣佈提議通過情況，並將此記載在會議記錄中，作為最終的依據，無須證明該會議通過的決議中支持或者反對的票數或者其比例。

本公司只需在法律、行政法規、有關監管機構或公司股票上市的交易所的上市規則規定的情況下，披露有關表決的票數情況。

以投票方式表決的要求可以由提出者撤回。

第七十三條

如果要求以投票方式表決的事項是選舉會議主席或者中止會議，則應當立即進行投票表決；其他要求以投票方式表決的事項，由主席決定何時舉行投票，會議可以繼續進行，討論其他事項，投票結果仍被視為在該會議上所通過的決議。

第七十四條

在投票表決時，有兩票或者兩票以上表決權的股東（包括股東代理人），不必把所有表決權全部投贊成票或者反對票。

第七十五條

當反對和贊成票相等時，無論是舉手還是投票表決，會議主席有權多投一票。

第七十六條

下列事項由股東大會以普通決議通過：

- (一) 董事會和監事會的工作報告；
- (二) 董事會擬定的利潤分配方案和虧損彌補方案；
- (三) 董事會和監事會成員的任免（職工代表監事除外）及其報酬和支付方法；
- (四) 公司年度預、決算報告，資產負債表、利潤表及其他財務報表；
- (五) 除法律、行政法規規定或者本章程規定應當以特別決議通過以外的其他事項。

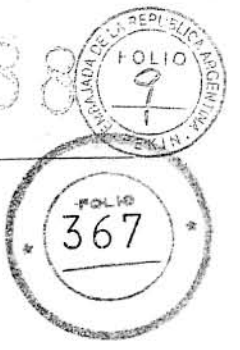
第七

第七

第七十七條

下列事項由股東大會以特別決議通過：

- (一) 公司增加或者減少股本，發行任何種類股票、認股證和其他類似證券；



並將該會議
 司股票表決的
 者中止方式表
 繼續進所通過
 (包括者反對
 會議
 外) 及其
 特別
 認股

- (二) 公司發行公司債券；
- (三) 公司的分立、合併、解散和清算；
- (四) 變更公司形式；
- (五) 公司在一年內購買、出售重大資產或擔保金額超過公司最近一期經審計總資產30%的事項；
- (六) 本章程的修改；
- (七) 審議並實施股權激勵計劃；
- (八) 法律、行政法規或本章程規定的，以及股東大會以普通決議通過認為會對公司產生重大影響的、需要以特別決議通過的其他事項；
- (九) 公司股票上市地的證券交易所的上市規則所要求的其他需以特別決議通過的事項。

股東大會要求公司全體董事、監事、總經理和高級管理人員出席股東大會的，董事、監事、總經理和其他高級管理人員應當列席股東大會。在股東大會上，除涉及公司商業秘密的不能公開外，出席或列席會議的董事、監事、總經理和其他高級管理人員，應當對股東的質詢作出答覆或說明。

第七十八條

會議主席根據表決結果決定股東大會的決議是否通過，其決定為終局決定，並應當在會上宣佈表決結果和載入會議記錄。

第七十九條

股東大會選舉董事、監事的提名方式和程序為：

- (一) 持有或合併持有公司發行在外有表決權股份總數的3%以上股份的股東可以以書面提案方式向股東大會提出非職工代表擔任的董事候選人及監事候選人，但提名的人數必須符合章程的規定，並且不得多於擬選人數。股東向公司提出的上述提案應當在股東大會召開日前至少14天送達公司。



(二) 董事會、監事會可以在本章程規定的人數範圍內，按照擬選任的人數，提出董事候選人和監事候選人的建議名單，並分別提交董事會和監事會審查。董事會、監事會經審查並通過決議確定董事、監事候選人後，應以書面提案的方式向股東大會提出。

第八

(三) 有關提名董事，監事候選人的意圖以及被提名人表明願意接受提名的書面通知，以及被提名人情況的有關書面材料，應在股東大會舉行日期不少於7天前發給公司。董事會、監事會應當向股東提供董事、監事候選人的簡歷和基本情況。

第八

(四) 公司給予有關提名人以及被提名人提交前述通知及文件的期間（該期間於股東大會會議通知發出之日的次日計算）應不少於7天。

第八

(五) 股東大會對每一個董事、監事候選人逐個進行表決。

(六) 遇有臨時增補董事、監事的，由董事會、監事會提出，建議股東大會予以選舉或更換。

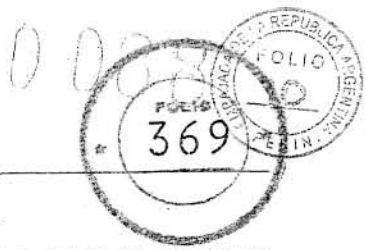
第八

第八十條

會議主席如果對提交表決的決議結果有任何懷疑，可以對所投票數組織點票；如果會議主席未進行點票，出席會議的股東或者股東代理人對會議主席宣佈結果有異議的，有權在宣佈表決結果後立即要求點票，會議主席應當立即組織點票。

第八十一條

股東大會如果進行點票，點票結果應當記入會議記錄。會議記錄連同出席股東的簽名簿及代理出席的委託書，應當在公司住所保存。



圍內，
候選人
查。董
監事候
。

第八十二條

股東大會審議公司為公司股東或實際控制人提供擔保事項時，前述股東和實際控制人支配的股東不得參加該事項的表決；該項表決由出席會議的其他股東所持表決權的過半數（不含半數）通過。

名人表
情況的
於7天前
董事、

第八十三條

股東可以在公司辦公時間免費查閱會議記錄複印件。任何股東向公司索取有關會議記錄的複印件，公司應當在核實股東身份並收到合理費用後7日內把複印件送出。

第九章 類別股東表決的特別程序

通知及
出之日

第八十四條

持有不同種類股份的股東，為類別股東。

類別股東依據法律、行政法規和本章程的規定，享有權利和承擔義務。

表決。

公司擬變更或者廢除類別股東的權利，應當經股東大會以特別決議通過和經受影響的類別股東在按第八十六條至第九十條分別召集的股東會議上通過，方可進行。

事會提

第八十五條

下列情形應當視為變更或者廢除某類別股東的權利：

可以對
席會議
的，有
立即組

(一) 增加或者減少該類別股份的數目，或者增加或減少與該類別股份享有同等或者更多的表決權、分配權、其他特權的類別股份的數目；

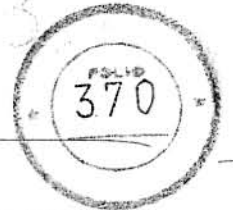
錄。會
，應當

(二) 將該類別股份的全部或者部份換作其他類別，或者將另一類別的股份的全部或者部份換作該類別股份或者授予該等轉換權；

(三) 取消或者減少該類別股份所具有的、取得已產生的股利或者累積股利的權利；

(四) 減少或者取消該類別股份所具有的優先取得股利或者在公司清算中優先取得財產分配的權利；

(五) 增加、取消或者減少該類別股份所具有的轉換股份權、選擇權、表決權、轉讓權、優先配售權、取得公司證券的權利；



- (六) 取消或者減少該類別股份所具有的，以特定貨幣收取公司應付款項的權利；
- (七) 設立與該類別股份享有同等或者更多表決權、分配權或者其他特權的新類別；
- (八) 對該類別股份的轉讓或所有權加以限制或者增加該等限制；
- (九) 發行該類別或者另一類別的股份認購權或者轉換股份的權利；
- (十) 增加其他類別股份的權利和特權；
- (十一) 公司改組方案會構成不同類別股東在改組中不按比例地承擔責任；及
- (十二) 修改或者廢除本章所規定的條款。

第八

第八

第八十六條

受影響的類別股東，無論原來在股東大會上是否有表決權，在涉及第八十五條(二)至(八)、(十一)至(十二)項的事項時，在類別股東會上具有表決權，但有利害關係的股東在類別股東會上沒有表決權。

前款所述「有利害關係股東」的含義如下：

第九

- (一) 在公司按本章程第二十七條的規定向全體股東按照相同比例發出購回要約或者在證券交易所通過公開交易方式購回自己股份的情況下，「有利害關係的股東」是指本章程第五十二條所定義的控股股東；
- (二) 在公司按照本章程第二十七條的規定在證券交易所外以協議方式購回自己股份的情況下，「有利害關係的股東」是指與該協議有關的股東；
- (三) 在公司改組方案中，「有利害關係股東」是指以低於本類別其他股東的比例承擔責任的股東或者與該類別中的其他股東擁有不同利益的股東。

第八十七條

類別股東會的決議，應當經根據第八十六條由出席類別股東會議的有表決權的2/3以上的股權表決通過，方可作出。



貨幣收

第八十八條

公司召開類別股東會議，應當於會議召開45日前發出書面通知，將會議擬審議的事項以及開會日期和地點告知所有該類別股份的在冊股東。擬出席會議的股東，應當於會議召開20日前，將出席會議的書面回覆送達公司。惟任何為考慮更改任何類別股份的權利而舉行的類別股東會議（但不包括續會）所需的法定人數必須是該類別已發行股份至少1/3的持有人。

、分配

增加該

轉換股

擬出席會議的股東所代表的在該會議上有表決權的股份數，達到在該會議上有表決權的該類別股份總數1/2以上的，公司可以召開類別股東會議；達不到的，公司應當在5日內將會議擬審議的事項、開會日期和地點以公告形式再次通知股東，經公告通知，公司可以召開類別股東會議。

不按比

第八十九條

如採取發送會議通知方式召開類別股東會議，則只須送給有權在該會議上表決的股東。

有表決
二) 項
關係的

類別股東會議應當以與股東大會盡可能相同的程序舉行，本章程中有關股東大會舉程序程的條款適用於類別股東會議。

第九十條

除其他類別股份股東外，內資股股東和境外上市外資股股東視為不同類別股東。

更按照
公開
關係的股

下列情形不適用類別股東表決的特別程序：

交易所
關係

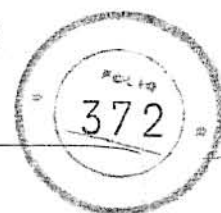
(一) 經股東大會以特別決議批准，公司每間隔12個月單獨或者同時發行內資股、境外上市外資股，並且擬發行的內資股、境外上市外資股的數量各自不超過該類已發行在外股份的20%的；

低於
該類

(二) 公司設立時發行內資股、境外上市外資股的計劃，自國務院證券監督管理機構批准之日起15個月內完成的。

別股
出。

(三) 發起人持有的公司股份經國務院或其授權的審批機構批准轉換為外資股，並在境外證券交易所上市交易的。



第十章 董事會

第九

第一節 董事

第九十一條 董事由股東大會選舉或更換，任期3年。董事任期屆滿，可連選連任。

董事會可委任董事以填補董事會某臨時空缺或增加董事會名額，該等被委任的任何人士只任職至公司的下屆股東週年大會為止，並於其時有資格連選連任。

第九

股東大會在遵守相關法律和行政法規規定的前提下，可以以普通決議的方式將任何任期未屆滿的董事罷免（但依據任何合同可提出的索償要求不受此影響）。

有關提名董事候選人的意圖以及候選人表明願意接受提名的書面通知，應當在公司發出有關選舉該董事的股東大會通知後及在股東大會召開不少於7天前發給公司，而前述書面通知的通知期不得少於7天。

第九十二條 董事可以在任期屆滿前提出辭職。董事辭職應當向董事會提交書面辭職報告。

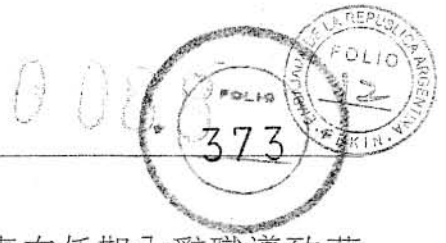
董事提出辭職或者任期屆滿，其對公司商業秘密保密的義務在其任職結束後仍然有效，直至該秘密成為公開信息。

第九

第九十三條 任職尚未屆滿的董事，對因其擅自離職給公司造成的損失，承擔賠償責任。

第九十四條 董事連續兩次未能親自出席，也不委託其它董事出席董事會會議，視為不能履行職責，董事會可以建議股東大會予以撤換。

第九十五條 公司設獨立董事。除本節另有規定外，對獨立董事適用本章程第十四章有關董事的資格和義務的規定。



第九十六條

董事任期屆滿未及時改選，或者董事在任期內辭職導致董事會成員人數低於法定人數的，在改選出的董事就任前，原董事仍應當按照法律、行政法規和公司章程的規定，履行董事職務。

屆滿，可

第二節 董事會

董事會
股東選

第九十七條

公司設董事會，董事會由9名董事組成，其中包括獨立董事4人。獨立董事可直接向股東大會、國務院證券監督管理機構和其他有關部門報告情況。

，可以
(但依據

增加董事數量應經股東大會以特別決議批准。任何時候獨立董事不得少於4人。

受提名
東大會
前述書

董事會設董事長1名，副董事長1名。董事長和副董事長由全體董事的過半數選舉和罷免，董事長和副董事長任期3年，可以連選連任。

董事會

董事無需持有公司股份。

控股股東的董事長、副董事長、執行董事兼任公司董事長、副董事長、執行董事職務的人數不得超過2名。

密的義
息。

第九十八條

董事會行使下列職權：

成的損

- (一) 召集股東大會會議，提請股東大會通過有關事項，並向股東大會報告工作；
- (二) 執行股東大會的決議；
- (三) 決定公司的經營計劃和投資方案；
- (四) 制訂公司的年度財務預算方案和決算方案；
- (五) 制訂公司的利潤分配方案和彌補虧損方案；
- (六) 制訂公司增加或者減少註冊資本的方案以及發行公司債券或其他證券及上市方案；

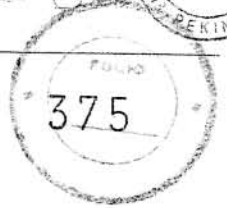
席董事
大會予

適用本



- (七) 制訂公司重大收購或出售、回購本公司股票和合併、分立、解散或變更公司形式的方案；
- (八) 決定公司內部管理機構的設置；
- (九) 提名、聘任或者解聘公司總經理、財務總監、董事會秘書並決定其報酬事項，及根據提名委員會或總經理的提名，聘任或者解聘公司副總經理和其他高級管理人員，並決定其報酬等事項；
- (十) 決定公司職工的工資、福利及獎懲方案；
- (十一) 批准公司委派或者更換公司的全資子公司董事、股東代表監事，委派、更換或推薦公司的控股子公司、參股子公司股東代表、董事（候選人）、股東代表監事（候選人）；
- (十二) 制定公司的基本管理制度；
- (十三) 制訂本章程的修改方案；
- (十四) 決定公司境內、外分支機構的設置；
- (十五) 決定公司的全資子公司、控股子公司的合併、分立、重組等事項；
- (十六) 決定董事會專門委員會的設置和任免專門委員會負責人；
- (十七) 向股東大會提出獨立董事候選人和提議撤換獨立董事的議案；
- (十八) 向股東大會提請聘任或續聘或解聘承辦公司審計業務的會計師事務所；
- (十九) 聽取總經理的工作匯報並檢查總經理工作；
- (二十) 管理公司信息披露事項；

0088



票和合

董事會或總
其他高

事、股
子公
股東代

(二十一) 制訂股權激勵方案；

(二十二) 董事會對除法律法規以及本章程規定的必須由股東大會決策以外的對外投資（包括對所投資企業的增資和股權轉讓）、融資、風險投資及委託理財、對外擔保等事項行使決策權。

(二十三) 除公司法和公司章程規定由股東大會決議的事項外，決定公司的其他重大事務；

(二十四) 決定公司的風險管理體系，包括風險評估、財務控制、內部審計、法律風險控制，並對其實施進行監控；

(二十五) 公司章程或股東大會授予的其它職權；

(二十六) 中國法律法規規定的其他事項。

董事會作出前款決議事項，除第（六）、（七）、（十三）項必須由2/3以上的董事表決同意外，其餘應經全體董事過半數表決同意。

併、分

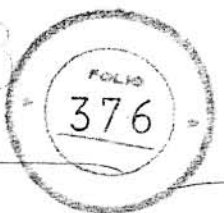
員會負

蜀立董

審計業

董事會下設戰略與發展委員會、經營與風險管理委員會、審計委員會、提名委員會、薪酬委員會五個專門委員會，專門委員會的人員組成與議事規則由董事會另行議定。董事會可根據需要設立其他專門委員會。董事會專門委員會是董事會下設的專門工作機構，為董事會重大決策提供建議或諮詢意見。專門委員會不得以董事會名義作出任何決議，但根據董事會特別授權，可就授權事項行使決策權。五個專門委員會的職責如下：

(一) 戰略與發展委員會的主要職責包括：研究、審訂公司的中長期發展戰略草案並報董事會批准；監督公司戰略規劃和戰略管理的執行情況並向董事會提交評估報告；根據公司經營環境的發展趨勢，研究分析公司發展中的重大議題，並向董事會提交研究報告；董事會授權辦理的其他事務；戰略與發展委員會議事規則規定的其他職責。



(二) 經營與風險管理委員會的主要職責包括：監督公司年度經營計劃、預算方案的執行；檢查審核公司重大投資、經營活動、重大業務的進展情況；審議重大經營決策、重大風險、重大事件和重要業務流程的判斷標準或判斷機制，以及重大決策的風險評估報告；建立健全公司風險管理和內部控制體系並確保其有效實施；依據董事會授權審查、批准或者審核總經理提交的投資、融資、對外交易合同等事項；董事會授權辦理的其他事務；經營與風險管理委員會議事規則規定的其他職責。

第九十

(三) 審計委員會的主要職責包括：向董事會提出聘請或者更換會計師事務所等有關中介機構及其報酬的建議；審核公司的財務報告、審議公司的會計政策及其變動並向董事會提出意見；向董事會提出任免公司內部審計機構負責人的建議；督導公司內部審計制度的制定及實施；對企業審計體系的完整性和運行的有效性進行評估和督導；監督、評估和檢查公司風險管理和內部控制體系的完整性和運行效果，並向董事會提交報告與監事會和公司內部、外部審計機構保持良好溝通；審計委員會議事規則規定的其他職責。

(四) 提名委員會的主要職責包括：提名公司總經理、副總經理、財務總監和特殊人才的引進；對公司高級管理人員、業務部門和職能部門正副職，以及向全資和控股一級子公司委派的董事長、董事、監事以及總經理、副總經理等人員的選擇標準和程序進行研究、審查並向董事會提出建議；提名委員會議事規則規定的其他職責。

第一

(五) 薪酬委員會的主要職責包括：制訂公司高級管理人員和公司業務部門及職能部門正副職的薪酬、考核與獎懲方案；制訂向全資和控股一級子公司委派的董事長、董事、監事以及總經理、副總經理等人員的薪酬、考核與獎懲方案；研究公司職工收入分配政策及方案並提出建議；薪酬委員會議事規則規定的其他職責。

第九十九條

董事會在處置固定資產時，如擬處置固定資產的預期價值，與此項處置建議前4個月內已處置了的固定資產所得到的價值的總和，超過股東大會最近審議的資產負債表所顯示的固定資產價值的33%，則董事會在未經股東大會批准前不得處置或者同意處置該固定資產。

本條所指對固定資產的處置，包括轉讓某些資產權益的行為，但不包括以固定資產提供擔保的行為。

公司處置固定資產進行的交易的有效性，不因違反本條第一款而受影響。

董事會在作出有關市場開發、兼併收購、新領域投資等方面的決策前，對投資額或兼併收購資產額達到公司總資產10%以上的項目，應聘請社會諮詢機構提供專業意見，作為董事會決策的重要依據。

第一百條

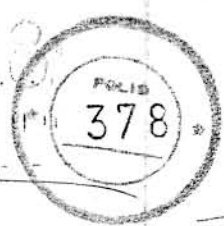
董事長行使下列職權：

- (一) 主持股東大會會議，召集並主持董事會會議；
- (二) 檢查董事會決議的實施情況；
- (三) 組織制定董事會運作的各項制度，協調董事會的運作；

監督公司
該公司重
；審議重
業務流程
風險評估
體系並確
佳或者審
同等專
風險管理

聘請或
薪酬的建
政策及
任免公
部審計
性和選
檢查公
效果，
外部審
規定的

理、副
司高級
及向全
監事以
序進行
會議事



- (四) 提出公司總經理、財務總監的建議名單；
- (五) 聽取公司高級管理人員定期或不定期的工作報告對董事會決議的執行提出指導性意見；
- (六) 在發生不可抗力或重大危急情形，且無法及時召開董事會的緊急情況下，對公司事務行使符合法律規定和公司利益的特別處置權，並在事後向董事會報告；
- (七) 簽署公司的股票、債券及其他重要文件；
- (八) 代表公司對外簽署有法律約束力的重要文件；
- (九) 負責代表董事會與國有資產主管部門的溝通；
- (十) 法律法規、本章程或董事會決議授予的其他職權。

董事長不能履行職權時，可以由董事長指定副董事長代行其職權；副董事長不能履行職務或者不履行職務的，由半數以上董事共同推舉一名董事履行職務。

董事會可以根據需要授權董事長在董事會閉會期間行使董事會的部份職權。

第一百零一條

董事會每年應當至少召開四次定期會議，每次定期會議應於14日前通知全體董事和監事。董事會由董事長召集。

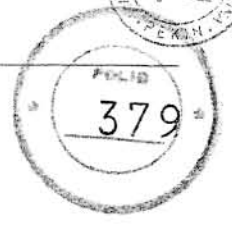
有下列事項時，董事長應自接到提議後10日內召開臨時董事會會議：

- (一) 代表1/10以上表決權的股東提議；
- (二) 1/3以上的董事聯名提議；

第一百

第一百

第一



- (三) 董事長認為必要時；
- (四) 兩名以上獨立董事提議時；
- (五) 監事會提議時；
- (六) 總經理提議時。

作報告

及時召開
合法律規
董事會報

第一百零二條

董事會及臨時董事會會議召開的通知時限及方式為：

召開董事會定期會議應當於會議召開14日前，臨時會議應當於會議召開5日前通知全體董事、監事及總經理。董事會辦公室負責，將蓋有董事會辦公室印章的書面會議通知，通過直接送達、傳真、電子郵件或者其他方式，提交全體董事、監事以及總經理。非直接送達的，應當通過電話進行確認並做相應記錄。

情況緊急，需要盡快召開董事會臨時會議的，可以隨時通過電話或者其他口頭方式發出會議通知，但召集人應當在會議上作出說明。

戲權。

第一百零三條

董事如已出席會議，並且未在到會前或到會時提出未收到會議通知的異議，應視作已向其發出會議通知。

董事會定期會議或臨時會議可採用電話會議形式或借助其他通訊設備舉行，只要與會董事能聽清其他董事講話，並進行交流，所有與會董事應被視作已親自出席會議。

長代行
），由半

行使董

第一百零四條

董事會會議應當由過半數的董事出席方可舉行。

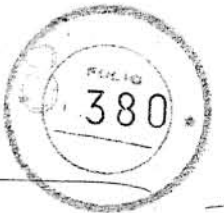
每名董事有一票表決權。董事會作出決議，除法律、行政法規和本章程另有規定外，必須經全體董事的過半數通過。

當反對票和贊成票相等時，董事長有權多投一票。

董事不得就批准本身或其任何聯繫人佔有其中利益（且據其所知（連同任何與該董事有關連人士的利益一併計算）是重大利益）的合約或安排或其它建議的任何決議案進行表決（也不得計入有關會議的法定人數），即使董事宣稱要表決，亦不計算其所投票數，但法律、行政法規、有關監管條例或規則另有規定的除外。

期會議
召集。

臨時董



第一百零五條 董事會會議，應當由董事本人出席。董事因故不能出席可以書面委託其他董事代為出席董事會，但應在委託書載明授權範圍。

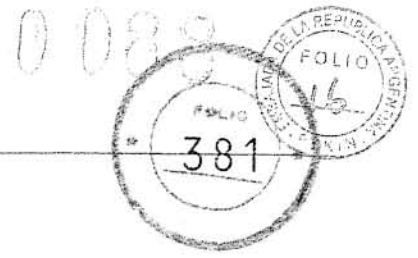
代為出席會議的董事應當在授權範圍內行使董事的權利。董事未出席某次董事會會議，亦未委託代表出席的，應視作已放棄在該次會議上的投票權。

第一百零六條 凡須經公司董事會決策的重大事項，必須按公司章程規定的時間事先通知所有董事，並同時提供足夠的資料，嚴格按照規定的程序進行。董事可要求補充提供資料。1/4以上的董事或兩名以上獨立董事認為資料材料不充分或其他事由導致其無法對有關事項作出判斷時，可聯名提出緩開董事會或緩議董事會所議的部份事項，董事會應予採納。

董事會作出關於公司關連交易的決議時，必須由獨立董事簽字後方能生效。

第一百零七條 董事會可接納書面議案以代替召開董事會會議，但該議案的草案須以直接送達、郵遞、電報、傳真、電子郵件送交每一位董事。如果董事會已將議案派發給全體董事，並且簽字同意該議案的董事已達到作出決定所需的法定人數，且同意該議案的簽字文件已採用上述方式送交董事會秘書，則該議案成為董事會決議。

第一百零八條 董事會應當對會議所議事項的決定作成會議記錄。每次董事會議的會議記錄應盡快提供給全體董事審閱，希望對記錄作出修訂補充的董事應在收到會議記錄後一周內將修改意見書面報告董事長。會議記錄定稿後，出席會議的董事和記錄員應當在會議記錄上簽名。董事會議記錄在公司位於中國的住所保存，並將完整副本盡快發給每一董事。董事應當對董事會的決議承擔責任。董事會的決議違反法律、行政法規或者公司章程，致使公司遭受嚴重損失的，參與決議的董事對公司負賠償責任；但經證明在表決時曾表明異議並記載於會議記錄的，該董事可以免除責任。



第十一章 公司董事會秘書

第一百零九條 公司設董事會秘書1名。董事會秘書為公司的高級管理人員。

第一百一十條 公司董事會秘書應當是具有必備的專業知識和經驗的自然人，由董事長提名、董事會聘任或解聘。其主要職責是：

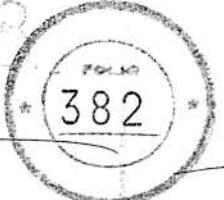
(一) 保證公司有完整的組織文件和記錄；保存、管理股東的資料；協助董事處理董事會的日常工作，持續向董事提供、提醒並確保其了解境內外監管機構有關公司運作的法規、政策及要求，協助董事及總經理在行使職權時切實履行境內外法律、法規、公司章程及其他有關規定；

(二) 組織籌備董事會會議和股東大會，準備會議材料，安排有關會務，負責會議記錄，保障記錄的準確性，作好並保管會議文件和記錄，主動掌握有關決議的執行情況。對實施中的重要問題，應向董事會報告並提出建議；

(三) 確保公司董事會決策的重大事項嚴格按規定的程序進行。根據董事會的要求，參加組織董事會決策事項的諮詢、分析，提出相應的意見和建議。受委託承辦董事會及其有關委員會的日常工作；

(四) 作為公司與證券監管部門的聯絡人，負責組織準備和及時遞交監管部門所要求的文件，負責接受監管部門下達的有關任務並組織完成；

(五) 負責協調和組織公司信息披露事宜，建立健全有關信息披露的制度，參加公司所有涉及信息披露的有關會議，及時知曉公司重大經營決策及有關信息資料；

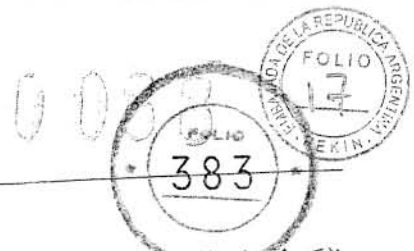


- (六) 負責司股價敏感資料的保密工作，並制定行之有效的保密制度和措施。對於各種原因引起公司股價敏感資料外洩，要採取必要的補救措施，及時加以解釋和澄清，並通告公司股票上市地的證券交易所及中國證監會；
- (七) 負責協調組織市場推介，協調來訪接待，處理與投資者關係，保持與投資者、中介機構及新聞媒體的聯繫，負責協調解答社會公眾的提問，確保投資人及時得到公司披露的資料。組織籌備公司境內外推介宣傳活動，對市場推介和重要來訪等活動形成總結報告，並組織向中國證監會報告有關事宜；
- (八) 負責管理和保存公司股東名冊資料、董事名冊、大股東的持股數量和董事股份的記錄資料，以及公司發行在外的債券權益人名單。可以保管公司印章，並建立健全公司印章的管理辦法；
- (九) 保證公司的股東名冊妥善設立，保證有權得到公司有關記錄和文件的人及時得到有關記錄和文件；
- (十) 協助董事及總經理在行使職權時切實履行境內外法律、法規、公司章程及其他有關規定。在知悉公司作出或可能作出違反有關規定的決議時，有義務及時提醒，並有權如實向中國證監會及其他監管機構反映情況；
- (十一) 協調向公司監事會及其他審核機構履行監督職能提供必要的信息資料，協助做好對有關公司財務主管、公司董事和總經理履行誠信責任的調查；
- (十二) 負責制定董事會經費預算方案；
- (十三) 履行董事會授予的其他職權以及公司股票上市地的監管機構要求具有的其他職權。

第一頁

第一頁

第一頁



之有效
|股價敏
|加以解
|易所及

第一百一十一條 公司董事或者其他高級管理人員可以兼任公司董事會秘書。公司聘請的會計師事務所的會計師以及控股股東的管理人員不得兼任公司董事會秘書。

當公司董事會秘書由董事兼任時，如某一行為應當由董事及公司董事會秘書分別作出，則該兼任董事及公司董事會秘書的人不得以雙重身份作出。

理與投
|媒體的
|投資人
|內外推
|形成總

第十二章 公司總經理、經營管理機構

第一百一十二條 公司設總經理1人，由董事會聘任或解聘，設副總經理若干人，由董事會提名委員會或總經理提名，由董事會聘任或解聘。執行董事可以兼任總經理、副總經理或其他高級管理人員。

冊、大
及公司
印章，

第一百一十三條 公司總經理對董事會負責，行使下列職權：

- (一) 主持公司的生產經營管理工作，並向董事會報告工作；
- (二) 組織實施董事會決議、公司年度經營計劃和投資方案；
- (三) 擬訂公司年度財務預算方案、決算方案，並向董事會提出建議；
- (四) 擬訂公司全資子公司及控股子公司的合併、分立、重組方案；
- (五) 擬訂公司的基本管理制度和內部管理機構設置方案；
- (六) 擬訂公司境內、外分支機構設置方案；
- (七) 制定公司具體規章；
- (八) 提請董事會聘任或者解聘公司副總經理和其他高級管理人員；
- (九) 聘任或者解聘除應由董事會聘任或者解聘以外的負責管理人員；

到公司
=;

內外法
悉公司
義務及
管機構

職能提
財務主

市地的

(十) 擬定公司職工的工資、福利、獎懲方案，決定公司職工的聘用和解聘；

(十一) 發生緊急情況時，提議召開董事會臨時會議；

(十二) 決定公司全資子公司及控股子公司設置分支機構的方案；

(十三) 在董事會授權的範圍內，決定公司的投資、融資、合同、交易等事項；

(十四) 本章程和董事會授予的其他職權。

副總經理協助總經理工作，並可根據總經理的委託行使總經理的部份職權。

第一百一十四條 公司總經理列席董事會會議；非董事總經理在董事會會議上沒有表決權。

第一百一十五條 公司總經理在行使職權時，應當根據法律、行政法規和本章程的規定，履行誠信和勤勉的義務。公司總經理不得利用職權收受賄賂或者其他非法收入，不得侵佔公司的財產。

第一百一十六條 公司設財務總監1人，由董事會聘任或解聘。財務總監應向董事會和總經理負責，並根據董事會和總經理的指示行使下列職權：

(一) 全面管理公司的財務工作；

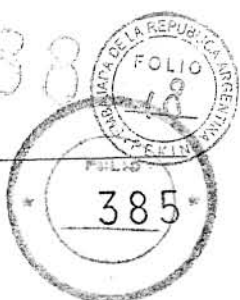
(二) 提出公司的會計機構設置方案，對公司財務部門負責人以及全資和控股一級子公司外派財務經理進行提名；

(三) 審核公司業務費用和行政費用的支出；

(四) 編製年度財務預算和決算報告；

(五) 董事會和總經理授予的其他職權。

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第十三章 監事會

定公司

第一百一十七條 公司設監事會。根據法律、行政法規及本章程的規定行使監督職能。

機構的

第一百一十八條 監事會由3名監事組成，其中一人任監事會主席。監事任期3年，可以連選連任。

融資、

監事會主席的任免，應當經2/3以上（含2/3）監事會成員表決通過。

行使總

第一百一十九條 監事會成員由2名股東代表和1名職工代表組成。股東代表監事由股東大會選舉和罷免，職工代表監事由公司職工通過職工代表大會、職工大會或者其他形式民主選舉產生。

會會議

監事會中應有1/2以上的外部監事（指不在公司內部任職的監事，包括股東代表監事，下同），外部監事有權向股東大會獨立報告公司高級管理人員的誠信及勤勉盡責表現。

規和本
不得利
財產。

第一百二十條 公司董事和高級管理人員不得兼任監事。

監應向
示行使

第一百二十一條 監事會向股東大會負責，並行使下列職權：

- (一) 對董事、總經理和其他高級管理人員在執行職務時違反法律、行政法規和公司章程的行為進行監督，對違反法律、行政法規、公司章程或者股東大會決議的董事、高級管理人員提出罷免的建議；
- (二) 當董事、高級管理人員的行為損害公司的利益時，要求其予以糾正；
- (三) 檢查公司的財務；

部門負
理進行