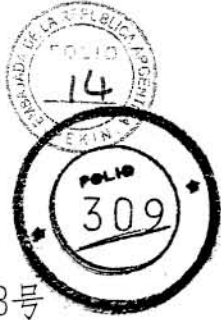


0044

公 证 书



(2013)京长安外经证字第238号

申请人：中国南车股份有限公司

住所：北京市海淀区西四环中路16号

法定代表人：郑昌泓，男，公民身份号码：1101061955121
62110

委托代理人：谭晓君，女，公民身份号码：3702051983080
51529

公证事项：文本相符

兹证明前面的影印本与中国南车股份有限公司的委托代理人谭晓君出示给本公证员的《国务院关于组建中国南方机车车辆工业集团公司有关问题的批复》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

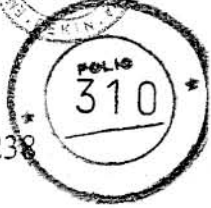
公 证 员

蒋学恒

二〇一三年一月八日

蒋学恒

1138902020



ACTA NOTARIAL

(2013) J.CA.W.J.Z.ZI N° 238

Solicitante: CSR Corporation Limited

Dirección: N° 16 Calle Xisihuan Zhonglu, Distrito de Haidian,
Beijing

Representante legal: Zheng Changhong, de sexo masculino,
identificado con la cédula de identidad de ciudadano N°
110106195512162110

Procuradora: Tan Xiaojun, de sexo femenino, identificada con la
cédula de identidad de ciudadano N° 370205198308051529

Materia: La conformidad de los textos

Por la presente se hace constar que la antecedente fotocopia está en
conformidad con el original de la "Repuesta del Consejo de Estado sobre
cuestiones relacionadas con la formación de China South Locomotive &
Rolling Stock Industry (Group) Corporation" presentada a mí Notario por
Tan Xiaojun, procuradora de la CSR Corporation Limited, y que la
adjunta versión español corresponde al original del documento en chino.

A 08 de enero de 2013.

Notario: Jiang Duheng

Notaría de Chang'an

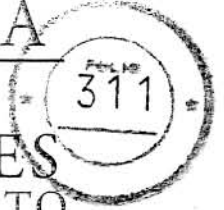
Municipio de Beijing

República Popular China

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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

CANTIDAD DE FOJAS QUE INTEGRAN EL DOCUMENTO: 15

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

CARGO/CALIDAD EN LA QUE ACTUA: First Secretary, Cancillería China

FECHA OBRANTE EN EL SELLO: 11/1/2013

N° (SI OBRA EN SELLO): 13009017-003

PERSONAS INTERVINIENTES:

RECURRENTE: CSR CORPORATION LIMITED

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

FECHA: 15/01/2013

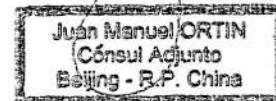
Sello ovalado cruzado

Sello y Firma del funcionario

N° DE ORDEN: ECHIN 793/2013

N° ARANCEL: 6.4.3

DERECHOS PERCIBIDOS: CNY 375.00



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"

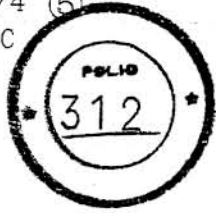


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13009021-004 4/4 (5)

阿根廷 EDC



公 证 书

中华人民共和国北京市长安公证处



国务院国有资产监督管理委员会

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国资改革[2007]1588号

关于设立中国南车股份有限公司的批复

中国南方机车车辆工业集团公司：

你公司《关于发起设立中国南车股份有限公司的请示》(南车综[2007]700号)收悉。经研究，现批复如下：

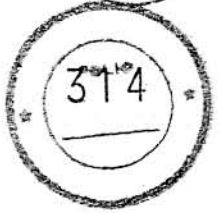
一、同意你公司联合北京铁工经贸公司共同作为发起人，以发起方式设立中国南车股份有限公司(以下简称股份公司)。

二、股份公司总股本700,000万股(每股面值1元)。你公司和北京铁工经贸公司分别持有股份公司690,000万股和10,000万股，分别占股份公司总股本的98.57%和1.43%。

三、原则同意《中国南车股份有限公司章程》，请及时召开股份公司创立大会，办理工商登记手续，并将董事会成员名单及创立大会决议报我委备案。

四、完成有关境外发行股票的准备工作后，涉及股份公司修改公司章程、转为境外募集股份并上市的公司等有关事项，需报我委

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批准。



二〇〇七年十二月十六日

主题词：经济管理 企业 设立 批复

抄送：发展改革委、财政部、国土资源部、税务总局、工商总局、证监会。

委内抄送：产权局、企干二局，有关监事会。

国资委办公厅

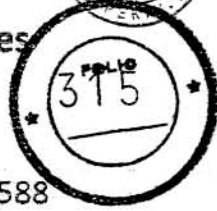
2007年12月26日印发

录入：高翔

校对：徐滨



**Comité de Supervisión y Administración de Activos Estatales
del Consejo de Estado**



G.Z.G.G. (2007) N° 1588

**Aprobación sobre la Constitución de la China South
Locomotive & Rolling Stock Corporation Limited**

China South Locomotive & Rolling Stock Industry (Group) Corporation:
Se ha recibido la "Solicitud sobre la Iniciación de Constitución de la China South Locomotive & Rolling Stock Corporation Limited" (N.C.Z. (2007) N° 700) de su empresa. Después de estudiar, se aprobó las cuestiones como sigue:

1. Estamos de acuerdo con su empresa para establecer, por medio de la iniciación, la China South Locomotive & Rolling Stock Corporation Limited (en lo sucesivo, "Sociedad Anónima") junto con Beijing Railway Industry Trade Company.
2. El capital social total será de 7.000.000.000 acciones ((RMB 1 cada una), entre las cuales, su empresa y Beijing Railway Industry Trade Company tendrán acciones de 6.900 millones de acciones y 100 millones de acciones, respectivamente, equivalentes a 98,57% y 1,43% del capital social total de la Sociedad Anónima.
3. Estamos de acuerdo, en principio, con los "Estatutos de la China South Locomotive & Rolling Stock Corporation Limited", y su empresa debe, en el momento oportuno, convocar la reunión de constitución de la Sociedad Anónima, manejar los procedimientos de registro industrial y comercial, y presentar la lista de los miembros del Consejo de Administración y la resolución de la reunión de constitución, a nuestro Comité, para el registro.
4. Después de completar la preparación pertinente de las acciones emitidas en el extranjero, se informará la modificación de los estatutos de la sociedad anónima, la conversión a una compañía cotizada para elevar acciones en el extranjero y otros asuntos conexos, a nuestro Comité, para la aprobación.

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Comité de Supervisión y Administración de Activos Estatales del Consejo
de Estado (Sello)

26 de diciembre de 2007

Palabras clave: Gestión económica, Empresa, Establecimiento, Aprobación

Cc: Comité de Desarrollo y Reforma, Ministerio de Hacienda, Ministerio de Tierras y Recursos Naturales, Administración Estatal de Impuestos, SAIC, CSRC.

Cc dentro del Comité: Oficina de Propiedad, Oficina II de Cuadros de Empresa, Junta de Supervisores relevante.

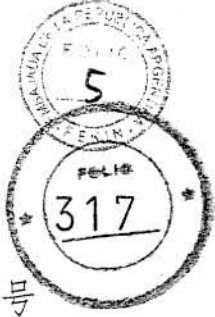
Oficina General de SASAC Fecha de emisión: 26 de diciembre de 2007

Tipeado por: Gao Xiang

Revisado por: Xu Bin

0044

公 证 书



(2013)京长安外经证字第236号

申请人：中国南车股份有限公司

住所：北京市海淀区西四环中路16号

法定代表人：郑昌泓，男，公民身份号码：1101061955121

62110

委托代理人：谭晓君，女，公民身份号码：3702051983080

51529

公证事项：文本相符

兹证明前面的影印本与中国南车股份有限公司的委托代理人谭晓君出示给本公证员《关于设立中国南车股份有限公司的批复》的原本相符；所附的西班牙文译本内容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

 A circular notary seal is stamped over the signature '蒋学恒'. The seal contains the text '北京市长安公证处' and 'CHINA'.

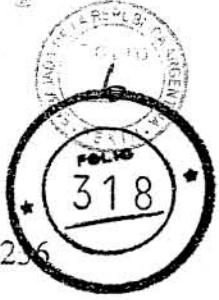
二〇一三年一月八日

蒋学恒

 A handwritten signature in cursive script, reading '蒋学恒', is written below the printed name and date.

1138901998

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ACTA NOTARIAL

(2013) J.CA.W.J.Z.ZI N° 236

Solicitante: CSR Corporation Limited

Dirección: N° 16 Calle Xisihuan Zhonglu, Distrito de Haidian,
Beijing

Representante legal: Zheng Changhong, de sexo masculino,
identificado con la cédula de identidad de ciudadano N°
110106195512162110

Procuradora: Tan Xiaojun, de sexo femenino, identificada con la
cédula de identidad de ciudadano N° 370205198308051529

Materia: La conformidad de los textos

Por la presente se hace constar que la antecedente fotocopia está en
conformidad con el original de la "Aprobación sobre la Constitución de la
China South Locomotive & Rolling Stock Corporation Limited"
presentada a mí Notario por Tan Xiaojun, procuradora de la CSR
Corporation Limited, y que la adjunta versión español corresponde al
original del documento en chino.

A 08 de enero de 2013.

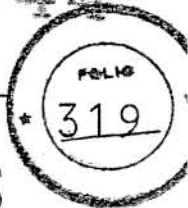
Notario: Jiang Duheng
Notaría de Chang'an
Municipio de Beijing
República Popular China

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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

CANTIDAD DE FOJAS QUE INTEGRAN EL DOCUMENTO: 6

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

CARGO/CALIDAD EN LA QUE ACTUA: First Secretary, Cancillería China

FECHA OBRANTE EN EL SELLO: 11/1/2013

N° (SI OBRA EN SELLO): 13009021-004

PERSONAS INTERVINIENTES:

RECURRENTE: CSR CORPORATION LIMITED

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

FECHA: 15/01/2013

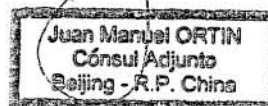
Sello ovalado cruzado

N° DE ORDEN: ECHIN 786/2013

N° ARANCEL: 6.4.3

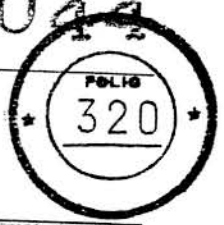
DERECHOS PERCIBIDOS: CNY 375.00

Sello y Firma del funcionario



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"

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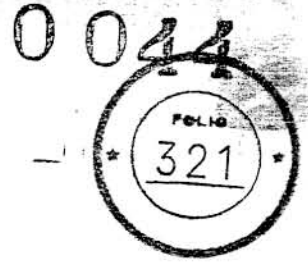
ANNEX-12 TECHNICAL DOCUMENTS

TECHNICAL DOCUMENTS

The Seller will provide the following documents	
1	The Spare Parts Preparation Manual
2	Operation Manual for Equipment

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ANNEX-13 FORM OF GUARANTEE LETTER.



May __, 2014

MINISTRY OF INTERIOR AND TRANSPORTATION OF THE REPUBLIC OF ARGENTINA

Mr. Aníban Florencio Randazzo

RE: Supplemental Contract for the Supply of Trailer Cars with Cab and Spare Parts for the Trainsets of Sarmiento and Mitre Railroad Line

Dear Sir:

CSR QINGDAO SIFANG COMPANY LIMITED (hereinafter referred as the "Guarantor") hereby requests the MINISTRY OF INTERIOR AND TRANSPORTATION OF ARGENTINA, (hereinafter referred as the "Buyer") that the Contract for the Supply of Trailer Cars with Cab and Spare Parts for the Trainsets of Sarmiento and Mitre Railroad Line (hereinafter referred as the "Supplemental Contract") should be signed by its subsidiary, CSR SIFANG HONG KONG COMPANY LIMITED (hereinafter referred as the "Seller").

Please note the Supplemental Contract is to be executed pursuant to the agreement signed on January 9, 2013 between the Guarantor and the Buyer for the supply of four hundred and nine (409) EMU cars for Sarmiento Railroad Line and Mitre Railroad Line.

The Guarantor, having our Head Office at No. 88, Jinhongdong Road, Chengyang District, Qingdao 266111, herewith assume the guarantee for the fulfillment of all the obligations, in accordance with the stipulations of the above mentioned Supplemental Contract to be entered into by and between you as the BUYER and CSR Sifang Hong Kong Company Limited as the SELLER for the Supply of Trailer Cars with Cab and Spare Parts for the Trainsets of Sarmiento and Mitre Railroad Lines and we irrevocably warranty any and all obligations of the SELLER pursuant to the Supplemental Contract, including that we undertake the responsibility of the

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A handwritten signature in the bottom right corner of the page.

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delivery of the Contract Equipment (as defined in the Supplemental Contract) without any demur .

The BUYER shall have the right to enforce any covenants contained or implied in the Supplemental Contract or any other course of remedy or security available to the BUYER, and the GUARANTOR shall not be released of its obligations/liabilities under these presents by any exercise by the SELLER.

The GUARANTOR also agrees that the BUYER shall be entitled at his option to enforce this guarantee against the GUARANTOR as a principal debtor, in the first instance not withstanding any other security or guarantee that it may have, relating to the SELLER'S liabilities.

This guarantee will not be discharged due to any change in the constitution or ownership of the GUARANTOR or the SELLER.

FOR AND ON BEHALF OF THE GUARANTOR

(Name & Title)
(Name of the GUARANTOR)

Received and accepted by the Ministry of Interior and Transportation of the Republic of Argentina on May ____ 2014:

Mr. Anibal Florencio Randazzo

Minister of Interior and Transport

MINISTERIO DEL INTERIOR Y TRANSPORTE de la República Argentina (Ministry of Interior and Transport of the Republic of Argentina)

8

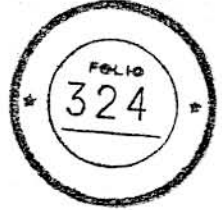
[Handwritten signature]



ANNEX-14

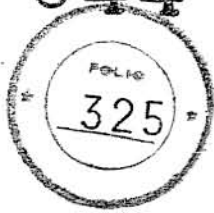
TECHNICAL SERVICES

- 1 For purpose of execution of the Contract, the Seller shall dispatch his technical personnel to the Buyer's premises to conduct technical services for supervision of unloading, commissioning and acceptance of the Trailer Cars and other purposes contemplated in the Contract. In case the commissioning is waived in accordance with **ARTICLE-14**, only supervision of unloading will be offered by the Seller.
- 2 The Seller shall dispatch adequate TWO (2) of qualified and experienced technical personnel to the Republic of Argentina to provide supervision for unloading the Trailer Cars, from the arrival of the Trailer Cars at the Port of Destination until the completion of unloading of all the Trailer Cars.
- 3 The Seller shall dispatch adequate THREE (3) of qualified and experienced technical personnel to the Republic of Argentina to conduct Commissioning in accordance with **ARTICLE-14** from the arrival of the Trailer Cars at the Port of Destination until the completion of commissioning of all the Trailer Cars.
- 4 All the expenses related to this program will be borne by the Seller.
- 5 For the elements supplied by other companies, like the inverter, compressor, etc. technical personnel of those companies might be required for the commissioning, acceptance and other purposes according to the contract. In that case all related expenses will be borne by the seller.
- 6 The total number of months man of the technical staff of the seller that stay in the Argentine Republic for providing technical services, shall be not less than five (5) months man. If necessary, the seller may increase the total number of months man of its technical staff, taking charge of all the relevant costs.


ANNEX-15 COMMISSIONING

- 1 The testing, commission of the Trailer Car(s) shall consist of two major phases as follows:
- (1) Inspection and testing of Trailer Car(s) at the Seller's premise;
 - (2) Commissioning of Trailer Car(s) at the Buyer's premise.
- 2 Inspection and Testing of Trailers Cars in the Seller's Premise
- 2.1 The pre-delivery inspection and testing shall be carried out by the Seller in its premise in the presence of the Buyer's authorized inspectors. If the Buyer fails to dispatch his personnel to attend the test and inspection at the scheduled dates, the Seller may proceed as scheduled and such test and inspection shall be deemed to have been conducted as if the Buyer's personnel were present and all results of such inspection and test shall be deemed to have been accepted by the Buyer as well.
- 2.2 The Seller will provide all test equipment, facilities and any other necessities including fuel, lubricants and other consumables required for the performance of the test and inspection at its own cost.
- 2.3 When the Buyer's personnel will attend the inspection and testing, the Seller shall, prior to the performance of the test and inspection, give the Buyer's personnel an introductory briefing including any significant comments and statements regarding test/trials. Meanwhile, the Seller will further submit to the Buyer the Form of Test/Trial Protocols for each kind of such test/trial before the commencement of the test/trials.
- 2.4 The inspection and testing to be carried out in the Seller's premise will include the following items:
- | S/N | Test Items | Test Contents | Type test / Routing test | Location |
|-----|----------------------|---|--------------------------|----------|
| 1 | Shower Test | To test water proof. | Routing test | Seller |
| 2 | Electrical tests | To test insulation and voltage-proof test | Routing test | Seller |
| 3 | Piping pressure test | Air-tight of piping system | Routing test | Seller |
- 2.5 The Seller will provide the Buyer's authorized inspectors free of charge with all necessary drawings, tools, machinery, materials, appropriate facilities and other assistance to enable the Buyer's inspectors to carry out the necessary tests and inspection.
- 3 Commissioning Trailer Car(s) at the Buyer's premises
- 3.1 The commissioning will be conducted by the Buyer under the supervision and instruction of the Seller's technical personnel. Both parties shall fully cooperate together and take the necessary measures to have the Trailer Cars ready for

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commercial operation as early as possible. The acceptance period should not exceed one month.

- 3.2 During the course of commissioning and acceptance of the train-sets, the Buyer shall be responsible for preparing and providing shunting movements, lifting and other necessary facilities, cars which to be coupled with the Trailer Cars in order to composit a trainsets to conduct the commissioning, electricity, all other necessary consumables and manpower at its own costs. The Buyer should confirms and ensure the track status suitable for max. service speed test per seller's requirement.
- 3.3 During the commissioning, the following verifications and tests shall be agreed and conducted jointly by the Buyer's and the Seller's representatives:
- (1)Function power-on test of all systems on train-sets;
 - (2) train-sets performance, top speed, etc.

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Annex-16 Indicative Document for the Spare Parts

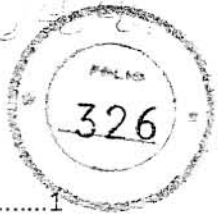
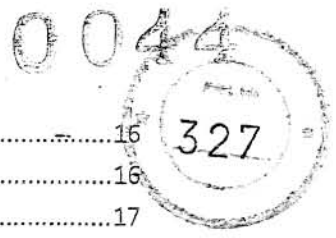
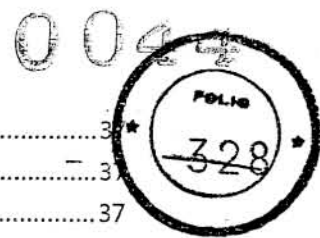


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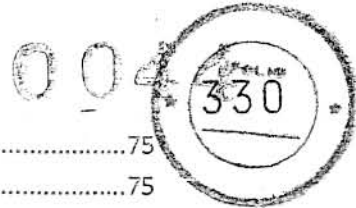
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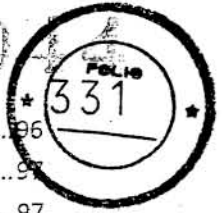


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