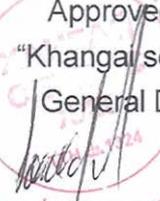


Approved by  
"Khangai service" LLC  
General Director  
  
T. Enkhjargal

Approved by  
Darkhan wastewater  
management project  
Project Coordinator  
  
B. Baasan

## AUTOMOBILE SALES CONTRACT

Date: 18 MAY 2016

Number 4.

Ulaanbaatar City

This contract (hereinafter referred to as "Contract") for the Sales of Automobiles is made between Sales representative J.Jainaguli (hereinafter referred to as "Seller") representing "Khangai Service" LLC, Address: Nalaikh District, 1<sup>st</sup> khoroo, Uurhaichdiin 1-A, Ulaanbaatar and Procurement Specialist Ch.Batzorig, representing Darkhan Wastewater Management Project (hereinafter referred to as "Buyer") Address: Chingeltei District, 4<sup>th</sup> khoroo, 51-6-601, Ulaanbaatar and together referred to as "the Parties", based on the Articles 243-264 of the Civil Law of Mongolia.

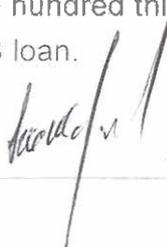
### 1. GENERAL

- 1.1 By this agreement, the Seller has the responsibility to deliver the Buyer an automobile with standards, technical specifications, and color stated in the contract, and the Buyer has the responsibility to receive the automobile and make the payments stated in the contract.
- 1.2 The Parties are entitled to an equal right in the contact, and thoroughly reviewed and accepted each subject of this contract.
- 1.3 The Contract will have the following appendix and the appendix will be an essential part of the contract.
- The Appendix 1 will include standards, additional equipment, technical specifications and the color.
  - The Appendix 2 will include Warranty.
- 1.4 The ownership of the automobile will be passed to the Buyer once the payment is fully made.

### 2. PRICE OF THE AUTOMOBILE AND PAYMENT TERMS

- 2.1 The government project automobile will have the following price: 130,000,000.00 MNT (one hundred thirty million). This price exclude VAT and purchase will be made from ADB loan.

Signed



Signed



- 2.2 The Buyer will have the responsibility to make the payment to the Seller on the contract date.
- 2.3 The payment will be considered made only when the Buyer transfers the full amount to the Seller's bank account and presents the proving document to the Seller, or pays the Seller in cash.

### 3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

#### 3.1 The Buyer's Rights and Responsibilities:

- 3.1.1 To make the full payment on the date as described in 2.2. of this contract.
- 3.1.2 To demand the Seller to deliver an automobile with the standards, additional equipment, technical specifications and the color on an agreed date.
- 3.1.3 To demand the Seller to comply with the responsibilities set forth in this contract.
- 3.1.4 To demand the Seller to provide true and accurate information about the quality and specifications of the automobile.
- 3.1.5 To refuse to receive an automobile different from the one that is described in the Appendix 1.
- 3.1.6 To check if the specifications of the automobile matches the actual order, and ask the Seller to issue a Note of Deliverance.
- 3.1.7 To be fully responsible for the wellbeing of the automobile after receiving the automobile with the Note of Deliverance.
- 3.1.8 To take proper care of the vehicle, and respect the intended usage of the vehicle during the warranty period.
- 3.1.9 To be responsible for all related costs including the issuance of number plate, registration, inspection, and insurance.
- 3.1.10 To be fully responsible for any matters related to ownership of the vehicle after the vehicle is officially transferred to the buyer.

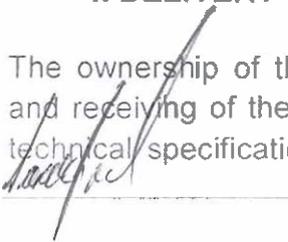
#### 3.2. The Seller's Rights and Responsibilities:

- 3.2.1 To demand the Buyer to comply with the responsibilities set forth in this contract.
- 3.2.2 To deliver an automobile to the Buyer with standards, additional equipment, technical specifications and the color described in the Appendix 1 with no apparent and legal defect.
- 3.2.3 To be not responsible for the non-manufacturing defect and accident or disappearance of the automobile after the Delivery date to the Buyer.
- 3.2.4 To pass the ownership of the automobile to the Buyer once the payment is fully made, and to deliver the related documents as well.

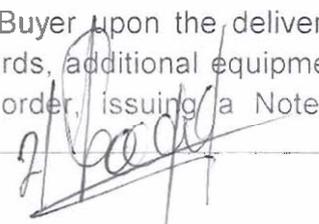
### 4. DELIVERY OF THE AUTOMOBILE, WARRANTY PERIOD

- 4.1. The ownership of the automobile will be passed to the Buyer upon the delivering and receiving of the automobile after checking the standards, additional equipment, technical specifications and the color with the actual order, issuing a Note of

Signed

  
\_\_\_\_\_

Signed

  
\_\_\_\_\_

Deliverance, and signing of the both parties.

- 4.2. The Automobile will have the Warranty clause set forth in the Appendix 2.
- 4.3. The Buyer will be responsible for the transportation fee to the Service Station in case of any defect during the warranty period, all services will be handled by Khangai Service LLC Service Station.

## 5. TERMINATION

- 5.1. In case of the contract termination not related to the Seller's responsibility, the Buyer will pay the amount equal to the 0,1% of the total price of the automobile along with depreciation fee.
- 5.2. If the Parties are not able to execute their responsibilities due to sudden or force majeure which resulted damage to the automobile, the Seller will bear the risk before the ownership is passed to the Buyer, and the Buyer will bear the risk after the ownership is passed to the Buyer.

## 6. OTHER

- 6.1. The Contract will be considered legal once the both Parties sign it, and will be considered completed once all the subjects are duly executed.
- 6.2. This Contract is made with 3 copies, and both will have the equal legal force.
- 6.3. This contract is made by both English. The both are integral part of this contract.
- 6.4. This Contract is made in accordance with the laws and regulations of Mongolia, and will be regulated by them. The contract subjects will be adhered if not otherwise regulated in the law.
- 6.5. The Parties will attempt to solve the dispute emerged from this agreement artfully and if not, the Contract shall be submitted to the Mongolian Court.

### CONTRACTORS:

Representing the Seller:

J.Jainaguli /  /

Sales Representative  
Khangai Service LLC

Signed



Representing the Buyer:

Ch.Batzorig /  /

Procurement specialist of Darkhan  
Wastewater Management Project

T.Enkhtuvshin /  /  
Financial specialist of Darkhan  
Wastewater Management Project

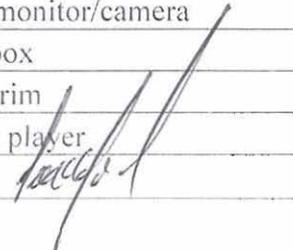
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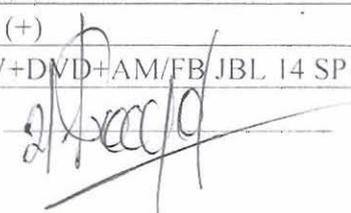
Appendix 1

Technical Specifications	
<b>GRADE</b>	
<b>FUEL</b>	<b>Diesel (HIGH)</b>
<b>MODEL CODE</b>	2015 LC 200 VX Twin turbo, Full option
<b>Exterior color</b>	yellowish
<b>Interior color</b>	Pearl white
<b>engine type</b>	8 cylinder 32 valve DOHC /V8/
<b>engine displacement</b>	4608 Diesel HIGH
<b>max power (HP/rpm)</b>	235/3200
<b>max torque (Nm/rpm)</b>	615/1800-2200
<b>max speed</b>	
<b>fuel system</b>	Electronic Fuel Injection
<b>fuel consumption</b>	12-14 liter
<b>exhaust emission control</b>	EURO2
<b>front axle</b>	Independent
<b>rear axle</b>	Dependent
<b>brake front/rear</b>	Disc
<b>transmission type</b>	6 speed Automtaic
<b>differential lock</b>	
<b>Kinetic Dynamic Suspension Sys.</b>	KDSS front/rear
<b>drive</b>	4WD
<b>Weight</b>	3350
<b>dimension (lenght/width/height)</b>	4950/1980/1955
<b>wheelbase (mm)</b>	2850
<b>min. turning radius (m)</b>	5.9
<b>fuel tank capacity (L)</b>	93+45
<b>Wheels</b>	(+)
<b>Battery</b>	(+)
<b>tire and disc wheel</b>	285/65R17
<b>wheel cap</b>	
<b>seating capacity (person)</b>	8
<b>min. ground clearence (mm)</b>	225
<b>wireless charger</b>	(+)
<b>back monitor/camera</b>	BGM multifunction monitor 4 sides
<b>cool box</b>	(+)
<b>door trim</b>	(+)
<b>music player</b>	CD+AM/FM 6SP/ EMV+DVD+AM/FB JBL 14 SP

Signed

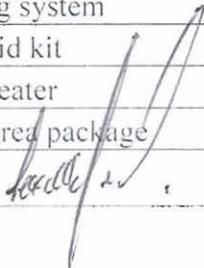


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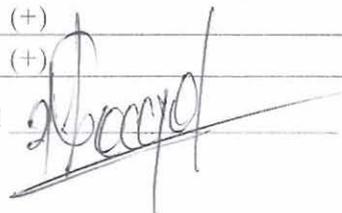


Speaker	(+)
EMV and navigation system	(+) JBL brand
air conditioner 4 zone	(+)
seat material	Leather
seat heater	(+) front/rear
inside rear view mirror	(+)
rear audio	(+)
moon roof	Automatic and opens two way
front seat	(+)
steering wheel	Leather/wood trim/ heater
steering switch	audio + display + tel + voice
steering column	(+)
seat air conditioner	(+)
knee panel	(+)
floor carpet and mat	VX carpet
over-head console	(+)
roof rack & roof rail	roof rail
air cleaner +/-snorkel/	(+)
outside rear view mirror	(+)
headlamp leveling	(+)
clearance and back sonar	(+)
headlamp	(+)
front fog and driving lamp	(+)
headlamp cleaner	(+)
mud guards	(+)
spare wheel carrier	underneath/locked
towing hitch	(+)
side protection moulding	(+)
winch	(+)
windshield glass	(+)
side glass	(+)
smart key, wireless door lock	(+) PANIC, aut.Back Door
Anti theft system	(+)
fire extinguisher	(+)
triangle caution plate	(+)
VSC /vehicle stability contr/ other	ABS+BA+EDB+VSC+ATRC+HAC+CRAWL Control+MTS
air bag system	D+P dual + 8
first aid kit	(+)
fuel heater	(+)
cold area package	(+)

Signed



Signed



heater	(+)
cruise control	(+)
tools	(+)
PRICE	130,000,000.00
VAT	13,000,000.00
TOTAL Price /valid until 2016.04.30/	143,000,000₺
<b><u>Selected Price:</u></b>	<b><u>130,000,000 (Without VAT)</u></b>

Signed



Signed



**Manufacturer's warranty**

The warranty period is 1-year effective on the date of delivery or 10,000 km, whichever comes first. The warranty includes the repair or replacement of any parts that are defective in material or workmanship provided by the Supplier. The Warranty is only applicable in the country it was sold. Warranty is void if the service was not done according to Warranty Service as shown in attachment 1.

Factors beyond the suppliers control are not covered under warranty. Such as: Repairs and adjustments required as a result of misuse (e.g., racing, overloading), negligence, modification, electrical wiring modification, alteration, tampering, disconnection, improper adjustments or repairs accident and use of add-on parts/ material are not covered. Cosmetic or surface corrosion from stone chips or scratches in the paint is not covered by the warranty. Repairs and adjustments caused by improper maintenance, lack of required maintenance, or the use of low grade, unsatisfactory (oil, lubricants, diesel and gasoline fuel) fluids other than the fluids specified in Owner's Manual. Normal noise, vibration, wear and tear or deterioration such as discoloration, fading, deformation or blur is not covered under the warranty.

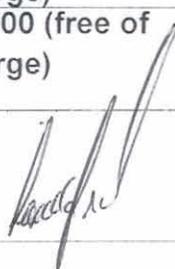
Warranty is void, if the spare parts, oil lubrication materials, and any other parts and materials used in the repair is not purchased from the Supplier. Warranty is void if the vehicle is serviced, repaired at third party workshops, or parts and service given by the Supplier are changed, modified, and repaired by any third party without prior approval of the Supplier.

Maintenance of the vehicles at buyer's expense unless. Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, spark plugs, fuses, worn wiper blades, worn brake pads, tires, and windshield are some of the services/parts not covered under the warranty that should be purchased by the buyer as a normal maintenance service required for the vehicle. Please refer to the warranty for the full list of covered goods/parts of the vehicle, if any goods/part is not specified in the warranty it is not covered.

**Warranty period maintenance schedule in 2017**

Odometer /KM/	Engine oil	Oil filter	Fuel filter	Air filter
1,000 (free of charge)	√			
5,000 (free of charge)	√	√		
10,000 (free of charge)	√	√		

Signed



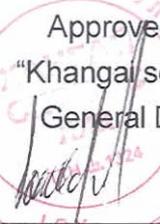
Signed



10,000 (free of charge)	√	√		
10,000 (free of charge)	√	√	√	√

Signed 

Signed 

Approved by  
"Khangai service" LLC  
General Director  
  
T. Enkhjargal

Approved by  
Darkhan wastewater  
management project  
Project Coordinator  
  
B. Baasan

## AUTOMOBILE SALES CONTRACT

Date: 18 MAY 2016

Number *4*.

Ulaanbaatar City

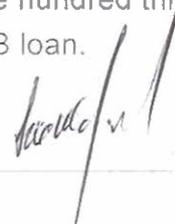
This contract (hereinafter referred to as "Contract") for the Sales of Automobiles is made between Sales representative J.Jainaguli (hereinafter referred to as "Seller") representing "Khangai Service" LLC, Address: Nalaikh District, 1<sup>st</sup> khoroo, Uurhaichdiin 1-A, Ulaanbaatar and Procurement Specialist Ch.Batzorig, representing Darkhan Wastewater Management Project (hereinafter referred to as "Buyer") Address: Chingeltei District, 4<sup>th</sup> khoroo, 51-6-601, Ulaanbaatar and together referred to as "the Parties", based on the Articles 243-264 of the Civil Law of Mongolia.

### 1. GENERAL

- 1.1 By this agreement, the Seller has the responsibility to deliver the Buyer an automobile with standards, technical specifications, and color stated in the contract, and the Buyer has the responsibility to receive the automobile and make the payments stated in the contract.
- 1.2 The Parties are entitled to an equal right in the contract, and thoroughly reviewed and accepted each subject of this contract.
- 1.3 The Contract will have the following appendix and the appendix will be an essential part of the contract.
  - The Appendix 1 will include standards, additional equipment, technical specifications and the color.
  - The Appendix 2 will include Warranty.
- 1.4 The ownership of the automobile will be passed to the Buyer once the payment is fully made.

### 2. PRICE OF THE AUTOMOBILE AND PAYMENT TERMS

- 2.1 The government project automobile will have the following price: 130,000,000.00 MNT (one hundred thirty million). This price exclude VAT and purchase will be made from ADB loan.

Signed 

Signed 

- 2.2 The Buyer will have the responsibility to make the payment to the Seller on the contract date.
- 2.3 The payment will be considered made only when the Buyer transfers the full amount to the Seller's bank account and presents the proving document to the Seller, or pays the Seller in cash.

### 3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

#### 3.1 The Buyer's Rights and Responsibilities:

- 3.1.1 To make the full payment on the date as described in 2.2. of this contract.
- 3.1.2 To demand the Seller to deliver an automobile with the standards, additional equipment, technical specifications and the color on an agreed date.
- 3.1.3 To demand the Seller to comply with the responsibilities set forth in this contract.
- 3.1.4 To demand the Seller to provide true and accurate information about the quality and specifications of the automobile.
- 3.1.5 To refuse to receive an automobile different from the one that is described in the Appendix 1.
- 3.1.6 To check if the specifications of the automobile matches the actual order, and ask the Seller to issue a Note of Deliverance.
- 3.1.7 To be fully responsible for the wellbeing of the automobile after receiving the automobile with the Note of Deliverance.
- 3.1.8 To take proper care of the vehicle, and respect the intended usage of the vehicle during the warranty period.
- 3.1.9 To be responsible for all related costs including the issuance of number plate, registration, inspection, and insurance.
- 3.1.10 To be fully responsible for any matters related to ownership of the vehicle after the vehicle is officially transferred to the buyer.

#### 3.2. The Seller's Rights and Responsibilities:

- 3.2.1 To demand the Buyer to comply with the responsibilities set forth in this contract.
- 3.2.2 To deliver an automobile to the Buyer with standards, additional equipment, technical specifications and the color described in the Appendix 1 with no apparent and legal defect.
- 3.2.3 To be not responsible for the non-manufacturing defect and accident or disappearance of the automobile after the Delivery date to the Buyer.
- 3.2.4 To pass the ownership of the automobile to the Buyer once the payment is fully made. and to deliver the related documents as well.

### 4. DELIVERY OF THE AUTOMOBILE, WARRANTY PERIOD

- 4.1. The ownership of the automobile will be passed to the Buyer upon the delivering and receiving of the automobile after checking the standards, additional equipment, technical specifications and the color with the actual order, issuing a Note of

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Deliverance, and signing of the both parties.

- 4.2. The Automobile will have the Warranty clause set forth in the Appendix 2.
- 4.3. The Buyer will be responsible for the transportation fee to the Service Station in case of any defect during the warranty period, all services will be handled by Khangai Service LLC Service Station.

## 5. TERMINATION

- 5.1. In case of the contract termination not related to the Seller's responsibility, the Buyer will pay the amount equal to the 0,1% of the total price of the automobile along with depreciation fee.
- 5.2. If the Parties are not able to execute their responsibilities due to sudden or force majeure which resulted damage to the automobile, the Seller will bear the risk before the ownership is passed to the Buyer, and the Buyer will bear the risk after the ownership is passed to the Buyer.

## 6. OTHER

- 6.1. The Contract will be considered legal once the both Parties sign it, and will be considered completed once all the subjects are duly executed.
- 6.2. This Contract is made with 3 copies, and both will have the equal legal force.
- 6.3. This contract is made by both English. The both are integral part of this contract.
- 6.4. This Contract is made in accordance with the laws and regulations of Mongolia, and will be regulated by them. The contract subjects will be adhered if not otherwise regulated in the law.
- 6.5. The Parties will attempt to solve the dispute emerged from this agreement artfully and if not, the Contract shall be submitted to the Mongolian Court.

### CONTRACTORS:

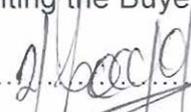
Representing the Seller:

J.Jainaguli /  /

Sales Representative  
Khangai Service LLC

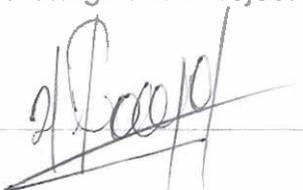
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Representing the Buyer:

Ch.Batzorig /  /

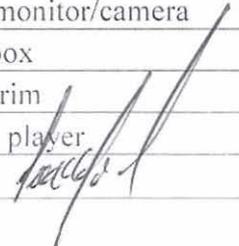
Procurement specialist of Darkhan  
Wastewater Management Project

T.Enkhtuvshin /  /  
Financial specialist of Darkhan  
Wastewater Management Project

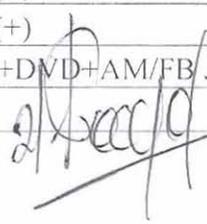
Signed 

Technical Specifications	
<b>GRADE</b>	
<b>FUEL</b>	<b>Diesel (HIGH)</b>
<b>MODEL CODE</b>	2015 LC 200 VX Twin turbo, Full option
<b>Exterior color</b>	yellowish
<b>Interior color</b>	Pearl white
engine type	8 cylinder 32 valve DOHC /V8/
engine displacement	4608 Diesel HIGH
max power (HP/rpm)	235/3200
max torque (Nm/rpm)	615/1800-2200
max speed	
fuel system	Electronic Fuel Injection
fuel consumption	12-14 liter
exhaust emission control	EURO2
front axle	Independent
rear axle	Dependent
brake front/rear	Disc
transmission type	6 speed Automtaic
differential lock	
Kinetic Dynamic Suspension Sys.	KDSS front/rear
drive	4WD
Weight	3350
dimension (lenght/width/height)	4950/1980/1955
wheelbase (mm)	2850
min. turning radius (m)	5.9
fuel tank capacity (L)	93+45
Wheels	(+)
Battery	(+)
tire and disc wheel	285/65R17
wheel cap	
seating capacity (person)	8
min. ground clearence (mm)	225
wireless charger	(+)
back monitor/camera	BGM multifunction monitor 4 sides
cool box	(+)
door trim	(+)
music player	CD+AM/FM 6SP/ EMV+DVD+AM/FB JBL 14 SP

Signed

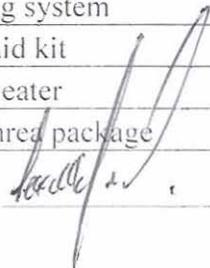


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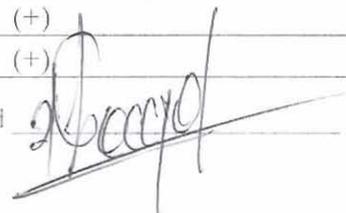


Speaker	(+)
EMV and navigation system	(+) JBL brand
air conditioner 4 zone	(+)
seat material	Leather
seat heater	(+) front/rear
inside rear view mirror	(+)
rear audio	(+)
moon roof	Automatic and opens two way
front seat	(+)
steering wheel	Leather/wood trim/ heater
steering switch	audio + display + tel + voice
steering column	(+)
seat air conditioner	(+)
knee panel	(+)
floor carpet and mat	VX carpet
over-head console	(+)
roof rack & roof rail	roof rail
air cleaner +/-snorkel/	(+)
outside rear view mirror	(+)
headlamp leveling	(+)
clearance and back sonar	(+)
headlamp	(+)
front fog and driving lamp	(+)
headlamp cleaner	(+)
mud guards	(+)
spare wheel carrier	underneath/locked
towing hitch	(+)
side protection moulding	(+)
winch	(+)
windshield glass	(+)
side glass	(+)
smart key, wireless door lock	(+) PANIC, aut.Back Door
Anti theft system	(+)
fire extinguisher	(+)
triangle caution plate	(+)
VSC /vehicle stability contr/ other	ABS+BA+EDB+VSC+ATRC+HAC+CRAWL Control+MTS
air bag system	D+P dual + 8
first aid kit	(+)
fuel heater	(+)
cold area package	(+)

Signed



Signed

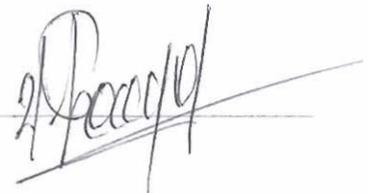


heater	(+)
cruise control	(+)
tools	(+)
PRICE	130,000,000.00
VAT	13,000,000.00
TOTAL Price /valid until 2016.04.30/	143,000,000€
<b><u>Selected Price:</u></b>	<b><u>130,000,000 (Without VAT)</u></b>

Signed



Signed



**Manufacturer's warranty**

The warranty period is 1-year effective on the date of delivery or 10,000 km, whichever comes first. The warranty includes the repair or replacement of any parts that are defective in material or workmanship provided by the Supplier. The Warranty is only applicable in the country it was sold. Warranty is void if the service was not done according to Warranty Service as shown in attachment 1.

Factors beyond the suppliers control are not covered under warranty. Such as: Repairs and adjustments required as a result of misuse (e.g., racing, overloading), negligence, modification, electrical wiring modification, alteration, tampering, disconnection, improper adjustments or repairs accident and use of add-on parts/ material are not covered. Cosmetic or surface corrosion from stone chips or scratches in the paint is not covered by the warranty. Repairs and adjustments caused by improper maintenance, lack of required maintenance, or the use of low grade, unsatisfactory (oil, lubricants, diesel and gasoline fuel) fluids other than the fluids specified in Owner's Manual. Normal noise, vibration, wear and tear or deterioration such as discoloration, fading, deformation or blur is not covered under the warranty.

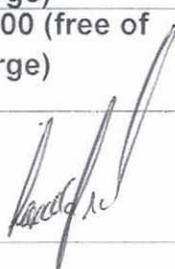
Warranty is void, if the spare parts, oil lubrication materials, and any other parts and materials used in the repair is not purchased from the Supplier. Warranty is void if the vehicle is serviced, repaired at third party workshops, or parts and service given by the Supplier are changed, modified, and repaired by any third party without prior approval of the Supplier.

Maintenance of the vehicles at buyer's expense unless. Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, spark plugs, fuses, worn wiper blades, worn brake pads, tires, and windshield are some of the services/parts not covered under the warranty that should be purchased by the buyer as a normal maintenance service required for the vehicle. Please refer to the warranty for the full list of covered goods/parts of the vehicle, if any goods/part is not specified in the warranty it is not covered.

**Warranty period maintenance schedule in 2017**

Odometer /KM/	Engine oil	Oil filter	Fuel filter	Air filter
1,000 (free of charge)	√			
5,000 (free of charge)	√	√		
10,000 (free of charge)	√	√		

Signed



Signed



10,000 (free of charge)	√	√		
10,000 (free of charge)	√	√	√	√

Signed

Signed 