

Article 1 - Subject of Agreement

1. With effect from 1.1.2004, MAN assigns to the Dealer in the exclusive right to sell the following products (hereinafter referred to as "contractual products"):

Dealer Agreement

between

MAN Nutzfahrzeuge AG
Dachauer Str. 667
D-80995 München
Germany

- hereinafter referred to as "MAN" -

and

Autoforta AG
Bucuriei Str. 18
2004 Chisinau
Moldavia

- hereinafter referred to as "Dealer"

Article 2 - Identification, designation in business transactions

The Dealer is obliged to identify himself as an authorized MAN dealer during the term of this agreement. MAN is authorized to permit the Dealer to make use of the registered trademarks of MAN, as shown in Appendix 2 hereto, during the term of this agreement. The Dealer is authorized to use such trademarks on his business cards and other papers.

Article 1 – Subject of Agreement

1. With effect from 7 Dec 2007 MAN assigns to the Dealer in the exclusive right to sell the following products (hereinafter referred to as "contractual products"):

new ex-factory trucks, buses and chassis in either assembled or knocked-down condition.

The rights to sell the contractual products are transferred on the basis of the MAN Sales Standards attached as Appendix 1 hereto. The exclusive right to sell the contractual products in the contractual territory is granted to the dealer together with other authorised dealers and with MAN and its present and future branches, affiliates and subsidiaries.

2. The Dealer shall purchase and sell the products in his own name and for his own account. He is authorised to act as MAN's legal representative.

The Dealer is not entitled to export the contractual products to territories outside the contractual territory.

Article 2 – Location

The Dealer may conduct all business arising from this Agreement only from his location in Chisinau, Bucuriei Str. 18, Moldavia. The Dealer is prohibited from conducting business from another location unless MAN gives its prior written consent to the other location. MAN will not refuse consent if there are justified reasons for the other location.

The establishment and operation of additional sales outlets shall be subject to the prior written consent of MAN.

Additional sales outlets must satisfy the standards for sales outlets in the same geographical territory.

The Dealer is not permitted to appoint any sub-dealers or any further dealers for sale of the contractual products.

Article 3 – Identification, designation in business transactions

The Dealer is entitled to identify himself as an authorised MAN dealer during the term of this Agreement. MAN will accordingly arrange for the Dealer to make use of the registered trade marks of MAN, as shown in Appendix 2 hereto, during the term of this Agreement in connection with the Dealer's activities under this Agreement and permit him to display such marks on his premises and business papers.

Article 11 - Warranty

The Dealer accepts warranty liability for all contractual products at least to the extent provided for in Appendix 5. The warranty shall be processed in accordance with the MAN directives valid at the time.

Article 12 – Retention of title

1. The supplied products remain the property of MAN until all of MAN's claims arising from the business relationship with the Dealer have been completely settled.
2. While a product's title is retained the Dealer is entitled to resell said product only within the context of proper business transactions. The Dealer here and now assigns to MAN the claim arising from the resale; MAN accepts this assignment here and now. The Dealer shall be revocably authorised to collect in his own name in a fiduciary capacity for MAN the claims assigned to MAN. MAN is entitled to revoke this authorisation and the right of resale if and while the Dealer is in arrears with his payments to MAN.
3. In the event of deliveries to territories in which legislation does not provide the aforementioned retention-of-title regulation with a security effect equivalent to that in force at the place of the Dealer's business location under this Agreement, the Dealer shall do everything necessary to immediately furnish MAN with the corresponding security rights. The Dealer undertakes to participate in all measures such as registration, publication etc. necessary for and conducive to the effectiveness and enforceability of such security rights.

Article 13 - Duration of Agreement

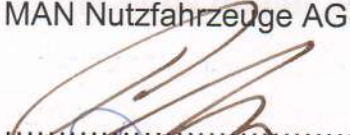
1. This Agreement shall come into effect when signed by both Parties hereto. Each Party may terminate the Agreement by giving notice 6 month prior to the end of a calendar month.
2. Either Party to this Agreement may terminate same without notice for a cogent reason, for example if the other Party
 - ♦ fails to obtain or is deprived of any official permit needed for the performance of the business activities called for by this Agreement, or
 - ♦ suffers significant losses to its business reputation or economic basis (for example the opening of bankruptcy or composition proceedings, distraint of assets of the other contractual partner or of the persons holding a participation on account of insolvency, protested cheques or bills resulting from insolvency), or

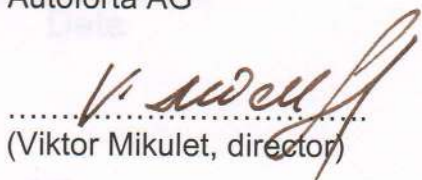
Munich, December 07, 2007

Munich, December 07, 2007

MAN Nutzfahrzeuge AG

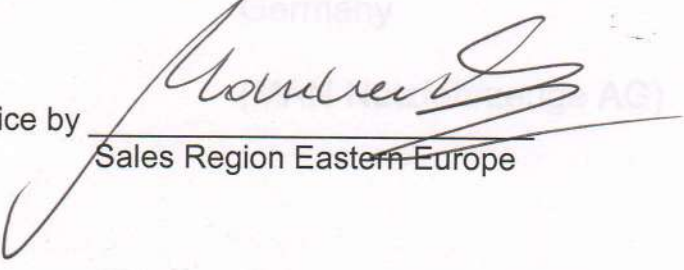
Autoforta AG


.....
(P. Erichreineke, MN-V)


.....
(Viktor Mikulet, director)


.....
(S. Weichenthal, VS)

To notice by


Sales Region Eastern Europe

and

Autoforta AG
Bucuriei Str. 18
2004 Chisinau
Moldavia

(MAN dealer)

Sales Standards

The current MAN Sales Standards, compliance with which is a pre-condition for the agreement's being in force, will follow as soon as they are complete. If the parties fail to reach agreement concerning the MAN Sales Standards, MAN has the right to terminate this agreement with immediate effect.