

AMENDMENT AGREEMENT

dated as of [●] May 2014

to the

MASTER CONTRACT FOR DIFFERENCES AGREEMENT

being a Directed Contract

dated as of [●]

between

[Electricity Supply Board] and [●]

(the "**Agreement**")

The parties have previously entered into the Agreement and have now agreed to amend the Agreement by the terms of this amendment (this "**Amendment**").

The specific modifications that the parties wish to incorporate in the Agreement are set forth in the Attachment to this Amendment (the "**Attachment**"). The purpose of this Amendment is to amend the Agreement on the terms set forth in the Attachment.

Accordingly, in consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. **Amendment of the Agreement**

The Agreement is amended in accordance with the amendments set forth in the Attachment.

2. **Representations**

Each party represents to the other party in respect of the Agreement, as amended pursuant to this Amendment, that all representations made by it pursuant to the Agreement are true and accurate as of the date of this Amendment.

3. **Miscellaneous**

(a) **Entire Agreement; Restatement.**

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

(ii) Except for any amendment to the Agreement made pursuant to this Amendment, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Agreement will be to the Agreement, as amended by this Amendment.

(b) Amendments. No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Agreement.

(c) Counterparts. This Amendment may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), each of which will be deemed an original.


(d) Headings. The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) Definitions. Any defined terms not defined in this Amendment shall have the meaning given to them in the Agreement.

(f) Governing Law. This Amendment and any contractual or non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with Relevant Jurisdiction.

IN WITNESS WHEREOF the parties have executed this Amendment on the respective dates specified below with effect from the date specified first on the first page of this Amendment.

.....
Electricity Supply Board

.....


By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

ATTACHMENT

Amendments to the Agreement

(1) Schedule 1, Part 1 shall be amended by replacing the existing definition of “Forward Coal Price” with the following: “**Forward Coal Price**” means the settle price (in US dollars per tonne) for quarterly ARA Coal Futures as reported on www.theice.com as “Rotterdam Coal futures – ARA”. If no price is available from the website www.theice.com for a given Quarter, the price for the last preceding quarter for which price is available will be used.”