

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this 22nd day of August, 2016

BETWEEN:

The Shell Petroleum Development Company Of Nigeria Limited, a company incorporated under the Laws of the Federal Republic of Nigeria and having its registered office at Shell Industrial Area, Old Adda, Rumuobiakani, Port Harcourt, Rivers State, Nigeria (hereinafter called "the COMPANY") which expression shall where the context so admits, include its successors in title and assigns in its capacity as operator of the joint venture for itself, the Nigerian National Petroleum Corporation and the other CO-VENTURER (as hereinafter defined);

- and -

NetcoDietsmann Nigeria Limited a company incorporated under the laws of Nigeria and having its registered office at Ceddi Plaza, 3rd Floor, Plot 264 Tafawa Balewa Way, Central Business District, Wuse 2, FCT, Abuja Nigeria, hereinafter called "the CONTRACTOR".

WHEREAS the parties entered into an Agreement for Provision of Operations and Maintenance Services for Afam VI Power Plant made as of [01/11/2011] identified by agreement number NG01009126, as amended and assigned (the "Agreement");

AND WHEREAS the parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 Definitions:** Capitalized terms used and not otherwise defined in this Amending Agreement shall have the meanings given thereto in the Agreement. When used herein, "Amending Agreement" means this amending agreement, including the recitals and schedules hereto.
- 1.2 Interpretation:** This Amending Agreement forms part of the Agreement and shall be governed and interpreted in accordance with the Agreement, subject to the amendments set out herein.

ARTICLE 2 - AMENDMENTS AND CONFIRMATION

- 2.1 Amendments:** The parties hereby amend the Agreement effective 1st June 2016 as follows:

- (a) Amendments to Section III-Schedule of Prices, Article 8: Compensations.
- (b) The following rates shall be applicable to **Years 5** (effective 1st June 2016), **Years 6 and 7** for the Fixed Fee and Personnel are as follows:

RATES REVIEW								
PERSONNEL RATE	CONTRACT YEAR 5			CONTRACT YEAR 6			CONTRACT YEAR 7	
	\$	NGN	FS	\$	NGN	FS	\$	NGN
Personnel Year (Current)	640,144	42,525,663	853,841	591,475	57,426,162	880,049	596,249	58,522,688
Personnel Year (Newly Agreed June 2016)	490,000	42,525,663	703,697	490,000	42,525,663	703,697	440,000	45,651,299
FIXED RATE	\$	NGN	FS	\$	NGN	FS	\$	NGN
	\$	NGN	FS	\$	NGN	FS	\$	NGN
Fixed Fee Year (Current)	273,840	82,646,252	689,148	276,578	88,720,751	722,411	279,344	95,214,726
Fixed Fee Year (Newly Agreed June 2016)	219,100	82,646,252	634,408	219,100	82,646,252	634,408	221,291	88,720,751

- (c) Article 8.3 Monthly Fixed Fee, is amended as follows: “The Monthly Fixed Fee shall be paid monthly in arrears in accordance with Section II – terms and Conditions, Article 15. This fixed element shall include but not limited to spares only for which unit rates are less than **\$200.00** (or the Nigerian Naira equivalent) at inception of the contract, all third party services including but not limited to the provision of Mechanical workshop tools and Machinery, Mechanical Services, Valve Machining, Auxiliary systems (HVAC, Air Compressors etc), Plant facility, Roads and Building Maintenance. Reference Article 9.6 Appendix III D). Increases in the cost of items to the CONTRACTOR covered by the Fixed Fee will be covered by Escalation Article 9, whereby if a Fixed Cost item goes over **\$200.00** during the life of this contract due to inflation, such item will not be moved to reimbursable.”

- (d) Article 8.4 Monthly Reimbursable Cost for Spares: paragraph 1 is amended as follows:

“The CONTRACTOR shall, in respect of each month (a “Relevant Month”) during the term of this Agreement, be entitled to a month-end reimbursement of

- (a) Spares only for which the unit price is over **\$200** (or the Nigerian Naira equivalent) for which the CONTRACTOR has been invoiced, to the extent that the CONTRACTOR was authorised to incur such costs or by any other provision of this Agreement or which is otherwise approved by THE COMPANY and to the extent that the CONTRACTOR has not been reimbursed for such costs under any other agreement with THE COMPANY.
- (b) Other Services as may be required in connection with Afam VI facility and for which the COMPANY has duly authorized the CONTRACTOR to perform.

A 6% Mark-Up shall apply on the reimbursable costs. The reimbursable costs shall not be subject to Withholding Tax.”

- (e) Section IV: Scope of Work, Part 2: Operations Services, Incentive/Penalty Calculation table shown below:

	Description	Target	Incentive	Penalty
1	HSE (incident- free bonus)	Zero Incident (Fatality, LWC, RWC, MTC)	2.5% of total Yearly Variable Personnel Fee. CONTRACTOR PERSONNEL to get 84% gross (i.e. before income tax, National Insurance and other salary deductions or emoluments) of the 2.5% incentive payment, whilst remaining 16% is for CONTRACTOR's account NEW: remaining 16% is for 8% CONTRACTOR's account, 8% SHELL	Any incident shall result in no incident-free bonus.
2	Availability The applicable percentage Penalty or Incentive will be based on total Yearly Variable Personnel Fee and is 100% for CONTRACTOR's account'	>95%	96% availability - 1.5% NEW: 96% availability 0.75%	80-95% availability - minus 3% NEW: 80-95% availability minus 1.5%
			97% availability- 2.0% NEW: 97% availability 1%	70-79% availability - minus 5% NEW: 70-79% availability minus 2.5%
			98% availability - 2.5% NEW: 98% availability 1.25%	60-69% availability - minus 7% NEW: 60-69% availability minus 3.5%
			99% availability- 3.0% NEW: 99% availability 1.5%	50-69% availability - minus 9% NEW: 50-59% availability minus 4.5%
			100% availability - 4.0%	
3	PM Compliance CM Compliance	≥90% Yr 1 & Yr 2 ≥98% Yr 3 onwards	Nil	Yr1 & Yr2: If either PM or CM Compliance < 90%, a penalty of minus 3% applies. Yr3 onwards : If either PM or CM Compliance < 98%, a penalty of minus 3% applies. NEW: a penalty of minus 1.5%

4a	Total Plant Shutdown by Community	Zero Shutdown	<p>1.0% of total Yearly Variable Personnel Fee (derived from the Monthly Variable Personnel Fee). CONTRACTOR PERSONNEL to get 84% gross (i.e. before income tax, National Insurance and other salary deductions or emoluments) of the 2.5% incentive payment, whilst remaining 16% is for CONTRACTOR's account</p> <p>NEW: remaining 16% is for 8% CONTRACTOR's account, 8% SHELL</p>	Any deliberate act by the community as a result of CONTRACTOR'S action or inaction that results in total shut down shall mean no bonus.
4b	Shutdown of any GT or ST, or Station due to operator error	Zero Shutdown of GT, ST, or Station in any contract year	<p>2.0% of total Yearly Variable Personnel Fee (derived from the Monthly Variable Personnel Fee). CONTRACTOR PERSONNEL to get 84% gross (i.e. before income tax, National Insurance and other salary deductions or emoluments) of the 2.5% incentive payment, whilst remaining 16% is for CONTRACTOR's account</p> <p>NEW: remaining 16% is for 8% CONTRACTOR's account, 8% SHELL</p>	Any error or deliberate act by operator that results in the shutdown of any GT, ST or Station will attract a penalty of 0.50% for 1 trip and 0% for two trips per year of total Yearly Variable Personnel Fee

2.2 Confirmation: Each of the parties confirms that except as amended pursuant hereto, the Agreement (as amended) shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the terms of this Amending Agreement and the terms of the Agreement, the terms of this Amending Agreement shall prevail to the extent required to resolve such conflict.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first written above.

**THE SHELL PETROLEUM
DEVELOPMENT COMPANY OF NIGERIA
LIMITED**

Per: _____

Name: D. MARTIN

Title: GM Production

NETCO DIETSMANN NIGERIA LTD

Per: _____

Name: _____

Title: _____

NEIL BAKER
PROJECT MANAGER
NETCO DIETSMANN
AFAM VI.



[Handwritten signature]