



PT.TONGDA INDONESIA

通达印度尼西亚有限公司

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DATE: 1 November 2010

CONTRACT: TDS/8101/N5553/30KMT/CFR

BUYER : PT.TONGDA INDONESIA (the "Buyer")

SELLER : TWIN PARK INVESTMENTS LIMITED(the "Seller")

APPENDIX

补充协议

The Buyer and Seller hereby acknowledge and agree that the Indonesian Steam Coal supplied under Contract No.TDS/8101/N5553/30KMT/CFR (signed on 2010.08.17 by the Parties) and shipped as cargo onboard MV BOGASARI DUA from TANJUNG PEMANCINGAN PORT INDONESIA to YANGZHOU PORT CHINA (L/C 628010567747-B and B/L No. 01/KTB-CHN/10 dated 20 September 2010 refer , Consignee/Notify Party: JIANGSU YANGNONG CHEMICAL GROUP CO., LTD/NO.39 WENFENG RD YANGZHOU JIANGSU CHINA). Because of the excessive low calorific value and excessive high ash content of the shipped coal as well as the abundant soil block mixed inside, the coal are unable to be used by the electric power plant and are rejected.

买卖双方共同承认及同意，合同编号为：TDS/8101/N5553/30KMT/CFR（于2010.8.17日签订）所提供的，由MV.BOGASARI DUA装装载的自印度尼西亚TANJUNG PEMANCINGAN港口发至扬州港的煤炭（信用证号628010567747-B和提单号01/KTB-CHN/10 日期2010年9月20日，Consignee / Notify Party: JIANGSU YANGNONG CHEMICAL GROUP CO., LTD/NO.39 WENFENG RD YANGZHOU JIANGSU CHINA).因装船的煤炭热值太低，灰分太高，而且混有大量的土块，导致电厂无法使用而被拒收。

Both Parties further agree as follows with immediate effect:

双方更进一步同意进行下列事宜且即时生效：

1. Because the batch of coal is mixed with large amount of non-coal components such as soil block which may cause damage to the mechanical equipment, necessary measures must be taken before the utilization of the coal. Therefore, use cost increases.

因本批煤炭中混有大量土块等非煤成分，直接使用可能会导致机械设备的损伤，在使用前必须采取一些必要的措施而导致使用成本的提高；

Because of the excessive poor quality, the batch of coal can be put into use in condition that high-quality coal is purchased and matched up with it. That also results in the calorific value loss of additional coal.

因煤炭品质太低，该批煤炭需采购优质煤炭配合才能使用而使该批煤炭使用时间变长，而导致额外的煤炭的热值损失；

Indirect utilization of the excessive low quality coal may result in the increase of the use cost caused by additional turnover fee and warehouse charges.

因煤炭品质太低，不能直接使用，而导致周转费用、仓储费用增加引起使用成本上升；

After the friendly consultation by the two Parties: the settlement unit price of the coal is as per USD 27 /ton, the settlement quantity of the goods is as per 28,087 tons. And meanwhile:

经双方友好协商：结算单价按照每吨27美金计算，货物结算数量按照28087吨计算。同时：

- A During the sales, all the withholding payments for defective goods of insufficient calorific value and over criterion in ash content, volatile matter and fixed carbon are borne by the Buyer.

在销售过程中因热值不足、灰分超标、挥发份超标、固定碳超标等一切因煤炭品质问题而引起的扣款由买方承担

- B Weight loss caused by loading and short distance transfer is borne by the Buyer.

因装卸损耗、短途转驳而引起的重量损耗由买方承担

- C The risks of the caloric value loss caused by long term storage and degradation in quality will be assumed by the Buyer.

因堆存时间过长引起的热值损耗、品质下降的风险由买方承担

- D Charges occurred at the discharging port including delayed customs declaration fee, dock storage charges, handling charges, short distance transfer fee, commodity inspection fee, freight forwarder agency charge and value-added tax on imports, etc. are borne by the Buyer and have nothing to do with the Seller. However, shipping agency charges and freighter demurrage charges are borne on the Seller.

卸货港产生的海关滞报费用、码头堆存费、装卸费、短途转驳费、商检费、货物代理

费、进口增值税等费用由买方自行承担与卖方无关。但船务代理费用及货船滞期费用由卖方承担。

- E The Seller must cooperate with the Buyer in necessary document change during sales such as the change of consignee and notifier on the B/L. Completion time shall be within two working days required by the Buyer. The additional cost caused by the above reasons will be borne by the Seller.

卖方必须及时配合买方在实际销售过程中需要的一些文件更改，如更改提单的收货人及通知人等。完成时间以收到买方提出要求的2个工作日为限，因以上原因导致的费用增加部分将由卖方承担。

2. The Seller shall release payment under Performance Bond 1CMPG090930 in the total amount of USD 46,980.00 to the Buyer. Due to the excessive low calorific value and excessive high ash content of the shipped coal as well as the abundant soil block mixed inside, the coal are unable to be used by the electric power plant and are rejected.

卖方向买方承付保函1CMPG090930项下美金46,980.00的金额。因装船的煤炭热值太低，灰分太高，而且混有大量的土块，导致电厂无法使用而被拒收。

3. If the caloric value of the batch of the coal is excessive low and is thus determined as lignite by the Chinese customs, the additional 3% tariff will be borne by the Seller.

如该批煤炭因热值太低而被中国海关定性为褐煤而产生3%的关税，则该费用由卖方承担。

4. The Buyer will remit the payment by telegraphic transfer to the Seller's account within five (5) working days after all the delivery formalities are done.

办理完成所有提货手续的5个工作日内，货款通过电汇的方式汇到卖方指定的银行账户。

5. The agreed charges occurred from the above articles will be deducted from the total payment for goods.

如有以上条款中约定的费用产生，产生的费用将从货款总额中予以扣除。

THE BUYER:
PT. TONGDA INDONESIA

XU DANJUAN

THE SELLER:
TWIN PARK INVESTMENTS LIMITED

For and on behalf of
Twin Park Investments Limited

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Authorized Signature(s)