

Amendment No. 1 to
Uncommitted Revolving Credit Agreement

This Amendment No. 1 to Uncommitted Revolving Credit Agreement (this "Amendment") is made as of December __, 2011 by and among CG Holdings USA Inc., a corporation organized under the laws of the State of Delaware ("CG Holdings"), CG Power Systems USA Inc., a corporation organized under the laws of the State of Delaware ("CG Power Systems"), CG Power Solutions USA Inc., a corporation organized under the laws of the State of New York ("CG Power Solutions"), CG Automation Systems USA Inc., a corporation organized under the laws of the State of Delaware ("CG Automation Systems" and, together with CG Holdings, CG Power Systems and CG Power Solutions, each a "Borrower" and collectively, the "Borrowers"), and HSBC Bank USA, National Association, a national banking association organized under the laws of the United States of America (the "Bank").

WHEREAS, the Bank and the Borrowers are party to an Uncommitted Revolving Credit Agreement dated as of August 19, 2011 (the "Credit Agreement"); and

WHEREAS, the parties wish to amend the Credit Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be legally bound by this Amendment, the parties agree as follows:

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement.

2. **Amendments to the Credit Agreement.** Effective as of the date hereof, the Credit Agreement is amended as follows:

(a) Section 3.02(b) is amended by adding the following sentence at the end of such Section 3.02(b):

"Notwithstanding the foregoing, the Bank may at its discretion issue a Letter of Credit with an expiration date that is more than one year after the date of issuance."

(b) Section 3.02 of the Credit Agreement is amended by adding the following new Section 3.02(h) immediately after Section 3.02(g):

"(h) **Cash Collateralization Event Constitutes Event of Default.**

A Cash Collateralization Event shall constitute and be deemed an "Event of Default" under the Credit Agreement for purposes of (a) the Trust Indenture dated as of June 1, 1995 between The Industrial Development

Authority of the City of Washington, Missouri and The Bank of New York Mellon Trust Company, as Trustee, (b) the Indenture of Trust dated as of December 1, 1999 between The Industrial Development Authority of the City of Washington, Missouri and UMB Bank, N.A., as Trustee, (c) the Trust Indenture dated as of December 1, 2008 between The Industrial Development Authority of the City of Washington, Missouri and The Bank of New York Mellon Trust Company, as Trustee (collectively, as amended and in effect from time to time, the "Indentures"), and (d) the Letters of Credit and all other documents executed in connection with such Indentures, and the Bank will have the remedies available to it under such Indentures, Letters of Credit and other documents upon the occurrence of any such Event of Default, including the sending of notices of any such Event of Default, in each case so long as the Bank has issued a Letter of Credit to support payment of bonds issued under any such Indenture."

3. **Provisions of General Application.**

3.1. No Other Changes. Except as otherwise expressly provided or contemplated by this Amendment, all of the terms, conditions and provisions of the Credit Agreement remain unaltered. The Credit Agreement and this Amendment shall be read and construed as one agreement.

3.2. Governing Law. This Amendment governed by the laws of the State of New York.

3.3. Assignment. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective permitted successors and assigns.

3.4. Counterparts. This Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

[Remainder of page intentionally left blank]

CG Holdings USA Inc.

By: _____

Name: P. KELLY
Title: CFO

By: _____

Name: D. PATIL
Title: CEO

CG Power Systems USA Inc.

By: _____

Name: P. KELLY
Title: CFO

By: _____

Name: D. PATIL
Title: CEO

CG Power Solutions USA Inc.

By: _____

Name: P. KELLY
Title: CFO

By: _____

Name: D. PATIL
Title: CEO

CG Automation Systems USA Inc.

By: _____

Name: P. KELLY
Title: CFO

By: _____

Name: D. PATIL
Title: CEO

HSBC BANK, USA, NATIONAL ASSOCIATION

By: _____

Name: _____
Title: _____