

EQUIPMENT SALES AGREEMENT

THIS EQUIPMENT SALES AGREEMENT ("Agreement") is made by and between BTEC New Albany LLC, a Delaware limited liability company ("Seller") and _____ ("Buyer") as of the ____ day of _____, 2008. Seller and Buyer are collectively referred to herein as the "Parties" and individually as a "Party".

In consideration of the mutual agreements contained herein, Seller and Buyer agree as follows:

1. **Purchase and Sale of the Equipment.** Subject to all terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the _____ gas turbines and associated auxiliaries described on Exhibit A (collectively, the "Equipment"), located on premises owned or occupied by Seller at 1514 CR 126, New Albany, Mississippi (the "Premises"). Buyer's purchase of the Equipment shall include all of Seller's right, title and interest, if any, in and to the manuals, drawings, operation and storage records related solely to the Equipment ("Equipment Manuals") which are in Seller's possession. The Equipment Manuals will be delivered to Buyer at the Closing in electronic (compact disc) form.
2. **Purchase Price.** The purchase price for the Equipment shall be \$_____ (the "Purchase Price"), payable in accordance with Section 3 below. The Purchase Price is exclusive of Sales Taxes, Personal Property Taxes and Dismantling costs, each of which is discussed below.
3. **Closing.** The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on the date hereof (the "Closing Date"). At the Closing, Buyer will deliver the Purchase Price via wire transfer to Seller's account as specified below. At the Closing, in consideration of the payment of the Purchase Price, Seller will deliver to Buyer an executed bill of sale in the form attached hereto as Exhibit B (the "Bill of Sale"). The Closing must occur prior to any Dismantling of the Equipment by Buyer.
4. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer the following as of the date hereof:
 - a. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the power and capacity to own and dispose of the Equipment and to enter into this Agreement and carry out its terms.
 - b. The execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of Seller. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable against

Seller in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors and general equitable principles.

- c. Neither the execution and delivery of this Agreement nor the completion of the purchase and sale contemplated by this Agreement shall violate any of the terms and provisions of the organizational documents of Seller, or any order, decree, statute, regulation, covenant or restriction applicable to Seller or any of the Equipment.
 - d. Seller owns and has good and valid title to, and will transfer and convey, the Equipment free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances and other claims.
 - e. There are no finder's fees, sales commissions or other fees due to persons employed or engaged by or on behalf of Seller for arranging the sale of the Equipment to Buyer for which Buyer will become liable for payment.
5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller the following as of the date hereof:
- a. Buyer is a _____, duly organized, validly existing and in good standing under the laws of _____, and has the power and capacity to enter into this Agreement and carry out its terms.
 - b. The execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors and general equitable principles.
 - c. Neither the execution and delivery of this Agreement nor the completion of the purchase and sale contemplated by this Agreement shall violate any of the terms and provisions of the organizational documents of Buyer, or any order, decree, statute, regulation, covenant or restriction applicable to Buyer.
 - d. There are no finder's fees, sales commissions or other fees due to persons employed or engaged by or on behalf of Buyer for arranging this sale for which Seller will become liable for payment.
6. Taxes and Expenses.
- a. The Purchase Price does not include any state, county and local sales, use and transfer taxes payable in connection with Seller's receipt of the Purchase Price and consummation of the Closing ("Sales Taxes"). Sales Taxes will be collected by Seller from Buyer at the Closing. If the sale is exempt from Sales Taxes under Mississippi law, Buyer shall provide all information or documentation requested by Seller in order to evidence to any taxing authority or other governmental entity

that this transaction is exempt from Sales Taxes. *[Note: if Buyer will be using the Equipment outside of MS, BTEC is willing to work with Buyer on a structure for the sale that would qualify for exemption from Sales Tax under MS law.]* If exempt from Sales Tax, each of Buyer and Seller agree to keep and maintain copies of all documentation that will support such exemption for the greater of (i) three (3) calendar years and (ii) the applicable statute of limitations. Notwithstanding anything in this Agreement to the contrary, if Buyer desires to contest the applicability of the payment of any Sales Taxes to the taxing authority, Buyer may do so provided that such contest does not adversely affect Seller and in all events does not subject Seller to any fines, penalties, damages, liens, claims or civil or criminal action of any kind. Seller shall cooperate with Buyer in connection with its rights respecting, and prosecution of, a contest of Sales Taxes in accordance with the foregoing sentence; *provided* that such contest shall be at Buyer's sole cost and expense and Seller shall not be required to pursue any legal action or incur any costs or expenses in connection with same other than de minimus out-of-pocket costs.

- b. Personal property taxes which may be attributable to the Equipment ("Personal Property Taxes") for the calendar year that contains the Closing Date shall be prorated between Seller and Buyer based on the relative number of days of ownership of the Equipment during the taxable period before and after the Closing Date, with Seller being responsible for such prorated Personal Property Taxes for the period prior to the Closing Date and Buyer being responsible for such pro rated Personal Property Taxes for the period on and after the Closing Date.
- c. On the Closing Date, an estimate shall be made of the allocation of Personal Property Taxes for the calendar year that contains the Closing Date utilizing the Personal Property Tax rates that were in effect for the Equipment for the prior calendar year. The portion of such Personal Property Taxes allocable to Buyer shall be paid by Buyer to Seller on the Closing Date. When Seller receives the bill for Personal Property Taxes for the year of Closing, Seller shall deliver written notice to Buyer identifying the portion of the Personal Property Taxes for which Buyer is liable in accordance with Section 6.b above. If the amount paid by Buyer on the Closing Date is less than the portion for which Buyer is liable, Buyer shall pay to Seller the amount it underpaid in accordance with Section 6.b above within the earlier of twenty (20) days of Buyer's receipt of such notice and three (3) Business Days prior to the date upon which such Personal Property Taxes are due and payable. If the amount of Personal Property Taxes paid by Buyer on the Closing Date is in excess of the portion for which Buyer is liable, Seller shall pay to Buyer the amount by which Buyer overpaid the Personal Property Taxes within twenty (20) days of receipt of the Personal Property Tax bill. As used in this Agreement, "Business Day" shall be any day other than a Saturday, Sunday or legal holiday in the State of Texas on which banks are closed for business.
- d. Seller shall be responsible for all utility, security and oversight costs at the Premises directly associated with the Equipment prior to the Closing Date. Upon

and following the Closing Date, Buyer shall be responsible for all utility, security and oversight costs at the Premises directly associated with the Equipment until the Equipment is removed.

- e. Seller and Buyer shall each pay their own attorneys' fees, inspection fees, engineering fees and any other fees incurred in connection with this transaction.

The terms and conditions of this Section 6 shall survive the Closing, the Dismantling (as defined below) and any termination of this Agreement and shall not be merged into the Bill of Sale. In the event of a default under this Section 6 by Buyer from and after the Closing, Seller shall have the right to immediately restrict Buyer's access to the Premises and prevent Buyer from performing the Dismantling until such default has been cured, including, but not limited to, pursuant to injunctive relief.

- 7. Title, Risk of Loss and Possession. Title and risk of loss in and to the Equipment shall pass to Buyer at Closing and Buyer shall be entitled to possession of the Equipment at Closing.

- 8. Equipment Dismantling, Storage and Removal Procedures; Indemnification and Insurance.

- a. Dismantling. From and after the Closing Date, Buyer shall, at Buyer's sole expense, assume all responsibilities, obligations and costs for all dismantling, service, shipment, and storage of the Equipment. Buyer shall be solely responsible for dismantling, packing, and shipment of the Equipment (the "Dismantling"), and any and all costs associated with Dismantling shall be on Buyer's account. If any such Dismantling expenses are incurred by Seller, then such expenses shall be promptly reimbursed by Buyer to Seller upon demand by Seller. Buyer agrees to leave the premises, the building and any other property not constituting the Equipment in neat and clean condition, fully re-assembled, and in substantially the same condition as it was prior to commencement of Dismantling to the maximum extent reasonably practicable.

- b. Removal/Shipment. Buyer shall remove the Equipment from the Premises, at Buyer's expense, on or after the Closing Date, but no later than ninety (90) days following the Closing Date (the "Removal Deadline"). All removal of the Equipment shall be performed safely and in accordance with all applicable laws and regulations. Buyer acknowledges that other persons may be performing work on the Premises at the same time, and it agrees to cooperate with Seller and other persons in coordinating its work with the work of others on the Premises. If the Equipment is fully removed on or before the Removal Deadline, Buyer shall not be liable for any fee or other charges for storage of the Equipment on the Premises. If the Equipment is not fully removed from the Premises on or before the Removal Deadline, Buyer shall be liable to Seller for a storage fee of \$15,000 per calendar day for each calendar day thereafter that the Equipment is not removed. In the event that the Equipment has not been fully removed from the Premises within ninety (90) days following the Removal Deadline, Seller shall

have the right to have the Equipment dismantled and removed from the Premises and placed in storage at Buyer's expense, and shall have the right to sell all or a portion of the Equipment as necessary to recover the amount expended by Seller for the dismantling, removal and storage of the Equipment and unpaid storage fees due to Seller, if any.

- c. Indemnity. Buyer covenants and agrees to fully defend, protect, indemnify and hold harmless Seller and its affiliates and the employees, officers, directors, agents and representatives of each from and against each and every claim, demand, suit, or cause of action, and any judgment, settlement, liability, cost, expense (including, but not limited to, reasonable attorney's fees and expenses incurred in defense of Seller), damage or loss in connection therewith, whether arising in equity, at common law or by statute, or under the law of contracts, torts (including, but not limited to, negligence and strict liability without regard to fault) or property, of every kind and character, (including, but not limited to, for personal injury (including, but not limited to, death and emotional distress), real or personal property damage, and economic loss with respect to (i) any physical damage, including, but not limited to, environmental degradation, to the Premises or the buildings or structures or other equipment or materials located thereon resulting from the performance by, through, under or on behalf of Buyer of this Agreement or the Dismantling, including as a result of the actions or inactions of Buyer, its employees or agents, or Buyer's contractors or subcontractors or their employees or agents, (ii) any physical damage, including environmental degradation, to any other property, or for bodily injury to any persons (including death) resulting from the performance by, through, under or on behalf of Buyer of this Agreement or the Dismantling, (iii) any use of the Equipment by Buyer, its customer(s) or any other person, and (iv) the payment of the Sales Taxes, if any, and Personal Property Taxes in accordance with Section 6.a and Section 6.b hereof, IN EACH INSTANCE EVEN IF DUE TO THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTE OF ANOTHER JURISDICTION, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF A PERSON INDEMNIFIED UNDER THIS SECTION 8.c, *provided, however*, that Buyer's contractual obligation of indemnification SHALL NOT extend to the percentage of the claimant's damages for personal injury, death or property damage caused by Seller's sole negligence. Each of Buyer's contractors and subcontractors performing work on the Premises shall be required to execute and deliver to Seller the Hold Harmless and Indemnification Agreement attached hereto as Exhibit C.

- d. Insurance. Prior to performing any work on the Premises, Buyer (if performing the work directly) and each of its contractors and subcontractors performing work on the Premises shall be required to furnish to Seller a certificate of insurance, in form reasonably acceptable to Seller, evidencing that Buyer or such contractor or subcontractor, as applicable, has the following minimum insurance coverages:
- (i) General Liability – Occurrence Form, with limits of \$1,000,000 per occurrence, \$2,000,000 Products-completed Operations Aggregate, \$2,000,000 General Aggregate, \$2,000,000 Personal & Advertising Injury limit, \$50,000 Fire Damage Limit (any one fire) and \$10,000 Premises Medical Payment.
 - (ii) Worker's Compensation with statutory limits.
 - (iii) Employer's Liability with limits of \$1,000,000 Each Accident, \$1,000,000 Each Employee – Disease, and \$1,000,000 Each Disease – Policy Limit.
 - (iv) Automobile Liability with limits of \$1,000,000 combined single limit.
 - (v) Umbrella Liability, scheduling the policies in (i), (iii) and (iv) above, in the annual aggregate amount of \$10,000,000.

Each such policy (other than the Worker's Compensation/Employer's Liability Insurance) shall name Seller as an additional insured and each policy shall provide a waiver of subrogation in favor of Seller and afford full contractual liability sufficient to cover Buyer's indemnity obligations under this Agreement.

Buyer expressly acknowledges that property insurance, if any, maintained by Seller on the Equipment may be terminated by Seller as of the Closing.

The terms and conditions of this Section 8 shall survive the Closing, the Dismantling and any termination of this Agreement and shall not be merged into the Bill of Sale.

9. Disclaimer of Warranties; Waiver of Consequential Damages. EXCEPT AS SET FORTH IN SECTION 4, SELLER MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR THE APPLICABILITY OF SALES TAXES TO THIS TRANSACTION, AND SHALL NOT IN ANY WAY OR MANNER BE LIABLE FOR ANY REPRESENTATION OR WARRANTIES OF ANY AGENT OR OTHER PERSON, WITH RESPECT TO THE CONDITION OF THE EQUIPMENT AND/OR THE APPLICABILITY OF SALES TAXES TO THIS TRANSACTION. BY PROCEEDING TO CLOSING, BUYER ACKNOWLEDGES THAT BUYER HAS FULLY INSPECTED THE EQUIPMENT AND UNDERTAKEN ANY TESTS WHICH BUYER WISHES TO UNDERTAKE AND THAT BUYER ACCEPTS THE EQUIPMENT IN ITS PRESENT AS-IS CONDITION, WHERE-IS AND WITH ALL FAULTS. BUYER EXPRESSLY RELEASES AND RELIEVES SELLER FROM ANY AND ALL LIABILITY,

WARRANTY OR OBLIGATION WHATSOEVER RELATING TO THE CONDITION OF THE EQUIPMENT. FURTHER, BUYER ACKNOWLEDGES THAT THE EQUIPMENT DOES NOT CONSTITUTE ALL OF THE EQUIPMENT OR MATERIALS THAT ARE REQUIRED TO DEVELOP, CONSTRUCT AND/OR OPERATE AN ENERGY GENERATION FACILITY (OR ANY OTHER INTENDED USE OF THE EQUIPMENT BY BUYER) AND THAT DESIGN SERVICES AND ADDITIONAL EQUIPMENT AND MATERIALS WILL BE REQUIRED FOR BUYER TO UTILIZE THE EQUIPMENT, FOR WHICH BUYER IS SOLELY RESPONSIBLE AND AS TO WHICH SELLER HAS NO OBLIGATIONS WHATSOEVER.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WHETHER EXPRESS OR IMPLIED, IN NO EVENT SHALL EITHER PARTY OR THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, MEMBERS, SHAREHOLDERS, PARTNERS, EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES (COLLECTIVELY, "RELATED PARTIES") BE LIABLE TO THE OTHER PARTY OR ANY OF THEIR RELATED PARTIES UNDER ANY PROVISION OF THIS AGREEMENT OR OTHERWISE FOR LOST PROFITS, INCLUDING LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR SIMILAR DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM A PARTY'S OWN, SOLE OR CONCURRENT NEGLIGENCE OR THE NEGLIGENCE OF ANY OF ITS RELATED PARTIES.

THE TERMS AND CONDITIONS OF THIS SECTION 9 SHALL SURVIVE THE CLOSING, THE DISMANTLING AND ANY TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE BILL OF SALE.

10. Miscellaneous.

- a. Notices. All notices, demands, requests and other communication required or permitted hereunder shall be in writing and delivered by hand, messenger, reputable overnight private courier service, or facsimile, and shall be deemed delivered upon actual receipt by the addressee to the following addresses, or such other address as the receiving Party may have specified by notice to the notifying party:

| | |
|----------------------|--|
| <u>If to Seller:</u> | BTEC New Albany LP c/o BTEC Turbines LP 16730 Jacintoport Blvd. Houston, TX 77015 Telephone: (281) 864-9122 Facsimile: (281) 864-9562 Attention: Phiroz Boyce, President |
|----------------------|--|

| | |
|---------------------|-----------|
| <u>If to Buyer:</u> | [Fill in] |
|---------------------|-----------|

- b. Governing Law. The laws of the State of Texas, without reference to its principles of conflicts of laws, shall govern the validity, enforcement, and interpretation of this Agreement.
- c. Venue. Any action, suit or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby may be brought, if at all, only to a court with appropriate jurisdiction in the State of Texas. Each Party hereby irrevocably submits to the jurisdiction of each such court with respect to any such action, suit or proceeding; *provided, however*, that such consent to jurisdiction is solely for the purpose referred to in this section and shall not be deemed to be a general submission to the jurisdiction of said courts other than for such purpose. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.
- d. Jury Trial. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby.
- e. Counterpart Execution. This Agreement may be executed in one or more counterparts. Each counterpart shall be fully effective as an original and all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart signature page shall constitute an original for purposes of this Agreement.
- f. Time. Unless otherwise specified, all references to time are to Central time.
- g. Assignment. This Agreement and the duties and obligations hereunder shall be binding upon and shall inure to the benefit of and be enforceable by each of the parties, their successors and permitted assigns. This Agreement shall not be assigned by Seller without the consent of Buyer, or by Buyer without the consent of Seller; except that (i) either Party may assign this Agreement and its rights and obligations hereunder to an affiliate so long as the assigning Party remains primarily liable hereunder and (iii) Buyer may make collateral security assignments of its rights and obligations hereunder in conjunction with any of Buyer's financial obligations related to this transaction.

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IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

BTEC New Albany LLC

By: _____

Phiroz Boyce, President

[Name of Buyer]

By: _____

[Title]

Exhibit A – Equipment

Exhibit B – Form of Bill of Sale

Exhibit C – Form of Hold Harmless and Indemnification Agreement

EXHIBIT A
THE EQUIPMENT

| | | | |
|---|---|------------------------|---------------------|
| 1 | <u>Gas Turbine Package #1 Serial No. 248889</u> | <u>Quantity</u> | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 2 | <u>Gas Turbine Package #2 Serial No. 248888</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 3 | <u>Gas Turbine Package #3 Serial No. 248887</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 4 | <u>Gas Turbine Package #4 Serial No. 248886</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 5 | <u>Gas Turbine Package #5 Serial No. 248884</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 6 | <u>Gas Turbine Package #6 Serial No. 248885</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| | <u>BOP Equipment</u> | <u>Quantity</u> | <u>Notes</u> |
| 1 | Turbine Inlet Air Filter | 6 | |
| 2 | Inlet Fogging System | 3 | 1 per 2 CTGs |
| 3 | Fuel Gas Module | 6 | |
| 4 | Packaged Electrical & Electronic Control Center (PEECC) | 6 | |
| | (1) Generator Control System | | |
| | (2) 480V Motor Controls | | |
| | (3) 125V DC Battery System | | |
| | (4) Turbine Control System | | |
| 5 | Exhaust Stack | 6 | |
| 6 | Fuel Gas Heater | 1 | |
| 7 | Fuel Gas Scrubber | 6 | |
| 8 | CO ₂ Fire Protection Unit | 3 | 1 per 2 CTGs |
| 9 | Constant Emissions Monitoring System | 3 | 1 per 2 CTGs |

| | | | |
|----|--|---|--------------|
| 10 | Auxiliary Transformers | | |
| | (1) 13.8kV to 4160V | 2 | 2 per 6 CTGs |
| | (2) 13.8kV to 480V | 2 | 2 per 6 CTGs |
| 11 | 5 kV Switchgear | 1 | 1 per 6 CTGs |
| 12 | 480 V Switchgear | 1 | 1 per 6 CTGs |
| 13 | Excitation Transformer Compartment | 6 | |
| 14 | Generator Main Breaker | 6 | |
| 15 | Generator Step Up Transformer | 3 | 1 per 2 CTGs |
| 16 | Switchyard Equipment (SF-6 breaker and air switch) | | |
| | (1) SF-6 Breaker | 2 | 1 per 2 CTGs |
| | (2) Air Switch | 3 | 1 per 2 CTGs |
| 17 | Water Wash Skid | 1 | 1 per 6 CTGs |

the foregoing being the "Equipment".

NOTWITHSTANDING ANYTHING CONTAINED IN THIS EXHIBIT A OR THIS AGREEMENT TO THE CONTRARY, THE EQUIPMENT SHALL NOT INCLUDE ANY PROPERTY, WHETHER REAL OR PERSONAL, TANGIBLE OR INTANGIBLE, UNLESS SUCH PROPERTY IS EXPRESSLY DESCRIBED ON THIS EXHIBIT A.

EXHIBIT B
FORM OF BILL OF SALE

BILL OF SALE

This bill of sale ("Bill of Sale"), dated as of this ____ day of _____, 2008, is made by BTEC New Albany LLC, a Delaware limited liability company ("Seller"), in favor of _____ ("Buyer").

Seller, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, grants, bargains, conveys, assigns, transfers and delivers to Buyer and its successors and assigns, the equipment described on Exhibit A hereto (the "Equipment") and hereby assigns to Buyer all of Seller's right, title and interest, if any, in and to the manuals, drawings, operation and storage records related solely to the Equipment ("Equipment Manuals") which are in Seller's possession.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever, and Seller binds itself to WARRANT AND FOREVER DEFEND title to the Equipment unto Buyer, its successors and assigns against every person whomsoever, lawfully claiming or to claim all or any part of the Equipment.

Seller represents and warrants to Buyer that Seller owns, possesses and has a good and valid title to the Equipment free and clear of all mortgages, liens, charges, pledges, security interest, encumbrances and other claims.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IMMEDIATELY ABOVE AND THE REPRESENTATIONS AND WARRANTIES OF SELLER IN SECTION 4 OF THE EQUIPMENT SALES AGREEMENT PURSUANT TO WHICH THIS BILL OF SALE IS EXECUTED AND DELIVERED, SELLER MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT IN ANY WAY OR MANNER BE LIABLE FOR ANY REPRESENTATION OR WARRANTIES OF ANY AGENT OR OTHER PERSON, WITH RESPECT TO THE CONDITION OF THE EQUIPMENT, THIS BILL OF SALE BEING SUBJECT IN ALL RESPECTS TO THE DISCLAIMER OF WARRANTIES SET FORTH IN SECTION 9 OF THE EQUIPMENT SALES AGREEMENT.

This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

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IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the day and year first written above.

BTEC New Albany LLC

By: _____
Phiroz Boyce, President

EXHIBIT A

THE EQUIPMENT

| | | | |
|---|---|------------------------|---------------------|
| 1 | <u>Gas Turbine Package #1 Serial No. 248889</u> | <u>Quantity</u> | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 2 | <u>Gas Turbine Package #2 Serial No. 248888</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 3 | <u>Gas Turbine Package #3 Serial No. 248887</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 4 | <u>Gas Turbine Package #4 Serial No. 248886</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 5 | <u>Gas Turbine Package #5 Serial No. 248884</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
| | Generator | 1 | |
| 6 | <u>Gas Turbine Package #6 Serial No. 248885</u> | | |
| | Accessory/Starter Skid | 1 | |
| | Turbine Skid | 1 | |
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| | <u>BOP Equipment</u> | <u>Quantity</u> | <u>Notes</u> |
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| | (4) Turbine Control System | | |
| 5 | Exhaust Stack | 6 | |
| 6 | Fuel Gas Heater | 1 | |
| 7 | Fuel Gas Scrubber | 6 | |
| 8 | CO ₂ Fire Protection Unit | 3 | 1 per 2 CTGs |
| 9 | Constant Emissions Monitoring System | 3 | 1 per 2 CTGs |

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| 11 | 5 kV Switchgear | 1 | 1 per 6 CTGs |
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| 17 | Water Wash Skid | 1 | 1 per 6 CTGs |

the foregoing being the "Equipment".

NOTWITHSTANDING ANYTHING CONTAINED IN THIS EXHIBIT A OR THIS BILL OF SALE TO THE CONTRARY, THE EQUIPMENT SHALL NOT INCLUDE ANY PROPERTY, WHETHER REAL OR PERSONAL, TANGIBLE OR INTANGIBLE, UNLESS SUCH PROPERTY IS EXPRESSLY DESCRIBED ON THIS EXHIBIT A.

EXHIBIT C

FORM OF HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement, referred to as the Agreement, is executed by _____ ("Company"), as the indemnitor, in favor of BTEC New Albany LLC ("Owner"), as the indemnitee, on this ___ day of _____, 200_.

Company has been employed by or on behalf of _____ ("Buyer") to perform work that will take place on the premises of Owner's facility located in New Albany, Mississippi ("Owner Premises"). As a condition to the performance of such work on the Owner Premises, Owner requires that Company execute this Agreement. Therefore, it is agreed between Owner and Company as follows:

Company covenants and agrees to fully defend, protect, indemnify and hold harmless Owner and its affiliates and the employees, officers, directors, agents and representatives of each from and against each and every claim, demand, suit or cause of action, and any judgment, settlement, liability, cost, expense (including, but not limited to, reasonable attorney's fees and expenses incurred in defense of Owner), damage or loss in connection therewith, whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including, but not limited to, negligence and strict liability without regard to fault) or property, of every kind and character, (including, but not limited to, for personal injury (including death and emotional distress), real or personal property damage and economic loss with respect to (i) any physical damage, including environmental degradation, to the Owner Premises or the buildings or structures or other equipment or materials located thereon resulting from the performance of Company's work for Buyer, including as a result of the actions or inactions of Company, its employees or agents, or Company's contractors or subcontractors or their employees or agents and (ii) any physical damage, including environmental degradation, to any other property, or for bodily injury to any persons (including death) resulting from the performance of Company's work for Buyer, IN EACH INSTANCE EVEN IF DUE TO THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTE OF ANOTHER JURISDICTION, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF A PERSON INDEMNIFIED UNDER THIS AGREEMENT; *provided, however*, that Company's contractual obligation of indemnification SHALL NOT extend to the percentage of the claimant's damages for personal injury, death or property damage caused by Owner's sole negligence.

Company represents to Owner that it has the following minimum insurance coverages:

- (a) General Liability – Occurrence Form, with limits of \$1,000,000 per occurrence, \$2,000,000 Products-completed Operations Aggregate, \$2,000,000 General Aggregate, \$2,000,000 Personal & Advertising Injury limit, \$50,000 Fire Damage Limit (any one fire) and \$10,000 Premises Medical Payment.

- (b) Worker’s Compensation with statutory limits.
- (c) Employer’s Liability with limits of \$1,000,000 Each Accident., \$1,000,000 Each Employee – Disease, and \$1,000,000 Each Disease – Policy Limit.
- (d) Automobile Liability with limits of \$1,000,000 combined single limit.
- (e) Umbrella Liability, scheduling the policies in (a), (c) and (d) above, in the annual aggregate amount of \$10,000,000.

Company shall name Owner as an additional insured (except in the case of Worker's Compensation/Employer's Liability Insurance) and each policy shall provide a waiver of subrogation in favor of Owner to the extent of the obligations assumed by the Company under this Agreement and afford full contractual liability sufficient to cover Company's indemnity obligations under this Agreement.

Company represents and warrants to Owner that it has full right, power and authority to execute this Agreement.

This Agreement shall be governed by the laws of the State of Texas, without reference to its principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

BTEC New Albany LLC

[Company]

By: _____
 Its: _____

By: _____
 Its: _____