



2031 ProEnergy Blvd Sedalia, MO 65301
660-829-5100

Invoice	200148
Date	11/17/2010
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Bill To:

Derwick Associates Corp
13, 8th Avenue Belleville
St. Michael, Barbados

Ship To:

Derwick Associates Corp
13, 8th Avenue Belleville
St. Michael, Barbados

Purchase Order No.		Customer ID	Shipping Method	Payment Terms	Due Date
5100078131		DERWI001		Wire Transfer	10/14/2010
Quantity	Item	Tariff Code	Description	Unit Price	Ext. Price
1	27.0	8502391000	GT Engine	\$4,000,000.00	\$4,000,000.00
1	31.0	8502391000	GT Engine	\$4,000,000.00	\$4,000,000.00
			Minus 20% Downpayment		-\$1,600,000.00

Wire Information

Jp Morgan Chase & Co
Account Name: Energy Parts Solutions, LLC
ABA Routing Number: 021000021
Account Number: 886042027
SWIFT code: CHASUS33

Subtotal	\$6,400,000.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$6,400,000.00



BILL OF SALE

THIS Bill of Sale is made and entered this 17th day of November 2010, from Energy Parts Solutions LLC ("Seller") to Derwick Associates, S.A. ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer previously executed that certain Equipment Purchase Agreement dated February 20, 2010 (the "Agreement") under which Seller agreed to sell and Buyer agreed to buy certain gas turbine generation equipment, transformers and parts including Two GT Engines (the "Engines"); and

WHEREAS, Seller, for Ten Dollars (\$10.00) and other good and valuable consideration, including receipt of payment in full under invoice 200148 in the amount of Six Million, Four Hundred Thousand Dollars (\$6,400,000.00), the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign, and convey to Buyer, all of Seller's right, title and interest in and to the Engines; and

TO HAVE AND TO HOLD to Buyer, its successors and assigns, forever, subject to the terms and conditions set forth below.

1. Warranties.

- (a) Seller hereby represents and warrants to Buyer that Seller has and hereby conveys to Buyer full legal, good, marketable and beneficial title to the Engines, free and clear of any and all security interests, liens, claims, charges or encumbrances of any nature whatsoever.
- (b) **ANY OTHER WARRANTIES WITH RESPECT TO THE ENGINES SHALL BE AS SET FORTH IN THE AGREEMENT.**

2. Miscellaneous.

(a) This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Missouri, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

(b) Seller agrees that from and after the date hereof, it will, and will cause its respective representatives and affiliates to execute and deliver such further instruments of conveyance and transfer and take such other action as may reasonably be requested by the to carry out the purposes and intents hereof.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed effective as of the day and year first above written by its duly authorized officer or representative.

ENERGY PARTS SOLUTIONS LLC

By: _____

Title: _____