

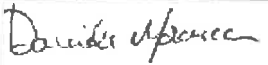
Attachment 6 - Stamped Guarantee Sheet



GUARANTEE
PROJECT: BPZ CALETA CRUZ POWER PLANT
LOCATION: PERU

KW AT GEN TERMS
BTU/KW-HR, LHV
(KJ/KW-HR, LHV)

47925
8355
8815


Daniele Marcucci
Performance Engineer
Date: 07/24/08

EMISSIONS ARE VALID FOR T2 WITHIN 20F-100F
AND A GTG LOAD DOWN TO 75%
NOX: 25 PPMVD AT 15% O₂
(51 mg/Nm³)
CO: 25 PPMVD AT 15% O₂
(31 mg/Nm³)
VOC: 3 PPMVD AT 15% O₂
(2 mg/Nm³)
PM10: 4 LB/HR
(2 kg/hr)

NOT VALID WITHOUT SIGNATURE

VALID UNTIL 10/22/08

BASIS OF GUARANTEE:	BASE LOAD, GAS FUEL NOZZLE SYSTEM NO BLEED OR EXTRACTED POWER (1) GE LM6000PD-SPRINT DLE GAS TURBINE 21237Btu/lb / (49397 kJ/kg) LHV, GAS FUEL (#900-1883) MID-TD-0000-1 LATEST REVISION SITE FUEL TEMPERATURE OF 126.0°F (52.2°C)
ENGINE:	
FUEL:	
FUEL SPEC:	
FUEL TEMP:	
GENERATOR:	MEID 800LL04
GENERATOR OUTPUT	13.8kV, 60 Hz
POWER FACTOR:	≥ 0.9
AMBIENT TEMP:	89.8°F / (32.1°C)
AMBIENT RH:	60.4%
INLET CONDITIONING:	CHILL TO 46.0°F / (7.8°C) AT 95.0% RH
ALTITUDE:	120.0ft / (36.6m)
INLET FILTER LOSS:	≤ 5.00 inH ₂ O / (127.0 mmH ₂ O)
EXHAUST LOSS:	≤ 6.00 inH ₂ O / (152.4 mmH ₂ O)
SPRINT WATER FLOW:	NOT TO EXCEED 10505 lb/hr
NOX CONTROL:	DLE
ENGINE CONDITION:	NEW AND CLEAN ≤ 200 SITE FIRED HOURS
FIELD TEST METHODS	
PERFORMANCE:	GE ENERGY SGTGPTM
NOX:	EPA METHOD 20
CO:	EPA METHOD 10
VOC:	EPA METHOD 25A/18
PM10:	EPA METHOD 5 / 202

BASIS OF GUARANTEE IS NOT FOR DESIGN, REFER TO PROJECT DRAWINGS FOR DESIGN REQUIREMENTS.
SI VALUES ARE FOR REFERENCE PURPOSES ONLY.

THIS GUARANTEE SUPERSEDES ANY
PREVIOUS GUARANTEES PRESENTED



GUARANTEE
PROJECT: BPZ CALETA CRUZ POWER PLANT
LOCATION: PERU

KW AT GEN TERMS 47925
BTU/KW-HR, LHV 8355
(KJ/KW-HR, LHV) 8815

Daniele Marcucci
Performance Engineer
Date: 07/24/08

NEAR FIELD NOISE:

85 DB(A) ARITHMETIC AVERAGE SOUND
PRESSURE LEVEL (dB REF 20
MICROPASCALS, RMS) OF LOCATIONS
AROUND THE PACKAGE (VERTICAL
DISTANCE OF 5FT. (1.5M) ABOVE
PACKAGE BASE AT A HORIZONTAL
DISTANCE OF 3FT. (1M) FROM THE
EXTERIOR PLANE OF EQUIPMENT AS
TESTED IN A FREE-FIELD CONDITION
OVER A HARD REFLECTING GROUND
PLANE, OPERATING AT BASE LOAD)

THIS GUARANTEE COINCIDES WITH
THE PREVIOUS GUARANTEE ISSUED
ON 07/24/2008

705100-100-CGER-N/A-0

NOT VALID WITHOUT SIGNATURE

VALID UNTIL 10/22/08

BASIS OF GUARANTEE:	BASE LOAD, GAS FUEL NOZZLE SYSTEM NO BLEED OR EXTRACTED POWER
ENGINE:	(1) GE LM6000PD-SPRINT DLE GAS TURBINE
FUEL:	21237Btu/lb / (49397 kJ/kg) LHV, GAS FUEL (#900-1883)
FUEL SPEC:	MID-TD-0000-1 LATEST REVISION
FUEL TEMP:	SITE FUEL TEMPERATURE OF 126.0°F (52.2°C)
GENERATOR:	MEID 800LL04
GENERATOR OUTPUT	13.8kV, 60 Hz
POWER FACTOR:	≥ 0.9
AMBIENT TEMP:	89.8°F / (32.1°C)
AMBIENT RH:	60.4%
INLET CONDITIONING:	CHILL TO 46.0°F / (7.8°C) AT 95.0% RH
ALTITUDE:	120.0ft / (36.6m)
INLET FILTER LOSS:	≤ 5.00 inH ₂ O / (127.0 mmH ₂ O)
EXHAUST LOSS:	≤ 6.00 inH ₂ O / (152.4 mmH ₂ O)
SPRINT WATER FLOW:	NOT TO EXCEED 10505 lb/hr
NOX CONTROL:	DLE
ENGINE CONDITION:	NEW AND CLEAN ≤ 200 SITE FIRED HOURS
FIELD TEST METHODS	
NEAR FIELD NOISE:	GE ACOUSTIC TESTING PROCEDURE AND ASME PTC-36-2004

BASIS OF GUARANTEE IS NOT FOR DESIGN, REFER TO PROJECT DRAWINGS FOR DESIGN REQUIREMENTS.
SI VALUES ARE FOR REFERENCE PURPOSES ONLY.

THIS GUARANTEE SUPERSEDES ANY
PREVIOUS GUARANTEES PRESENTED

Estimated Average Engine Performance NOT FOR GUARANTEE, REFER TO PROJECT F&ID FOR DESIGN



GE Energy

Performance By Daniele Marcucci
Project Info BPZ Caleta Cruz Power Plant

Engine LM6000 PD-SPRINT
Deck Info G01250 - 8g8.scp
Generator MEID 800LL04 60Hz, 13.8kV, 0.9PF (14649)
Fuel Site Gas Fuel#900-1883, 21237 Btu/lb, LHV

Date 07/24/2008
Time 12:54:44 PM
Version 3.7.3

Case #	100
Ambient Conditions	
Dry Bulb, °F	89.8
Wet Bulb, °F	78.3
RH, %	60.4
Altitude, ft	120.0
Ambient Pressure, psia	14.633
Engine Inlet	
Comp Inlet Temp, °F	46.0
RH, %	95.0
Conditioning	CHILL
Tons or kBtu/hr	2128
Pressure Losses	
Inlet Loss, inH ₂ O	5.00
Volume Loss, inH ₂ O	4.00
Exhaust Loss, inH ₂ O	6.00
kW, Gen Terms	
Est. Btu/kWh, LHV	47925
Guar. Btu/kWh, LHV	8188
	8355
Fuel Flow	
MMBtu/hr, LHV	392.4
lb/hr	18477
NOx Control	
	DLE
SPRINT	
	LPC
lb/hr	8766
Control Parameters	
HP Speed, RPM	10312
LP Speed, RPM	3600
PS3 - CDP, psia	457.4
T3CRF - CDT, °F	943
T4BIN, °R	2027
T4BIN, °F	1567
Exhaust Parameters	
Temperature, °F	836.7
lb/sec	292.8
lb/hr	1054088
Energy, Btu/s - Ref 0 °R	96723
Energy, Btu/s - Ref T2 °F	60019
Cp, Btu/lb-R	0.2720
Emissions (NOT FOR USE IN ENVIRONMENTAL PERMITS)	
NOx ppmvd Ref 15% O ₂	25
NOx as NO ₂ , lb/hr	39
CO ppmvd Ref 15% O ₂	25
CO, lb/hr	24
CO ₂ , lb/hr	51015
HC ppmvd Ref 15% O ₂	15
HC, lb/hr	8
SOX as SO ₂ , lb/hr	0.00

Estimated Average Engine Performance NOT FOR GUARANTEE, REFER TO PROJECT F&ID FOR DESIGN



GE Energy

Performance By Daniele Marcucci
Project Info BPZ Caleta Cruz Power Plant

Engine LM6000 PD-SPRINT
Deck Info G01250 - 6g8.ssp
Generator MEID 800LL04 60Hz, 13.8kV, 0.9PF (14849)
Fuel Site Gas Fuel#900-1883, 21237 Btu/lb, LHV

Date 07/24/2008
Time 12:54:44 PM
Version 3.7.3

Case # 100

Exh Wght % Wet (NOT FOR USE IN ENVIRONMENTAL PERMITS)

AR	1.2465
N2	73.0910
O2	15.5104
CO2	4.8397
H2O	5.3068
SO2	0.0000
CO	0.0023
HC	0.0008
NOX	0.0026

Exh Mole % Dry (NOT FOR USE IN ENVIRONMENTAL PERMITS)

AR	0.9645
N2	80.6469
O2	14.9830
CO2	3.3992
H2O	0.0000
SO2	0.0000
CO	0.0025
HC	0.0015
NOX	0.0025

Exh Mole % Wet (NOT FOR USE IN ENVIRONMENTAL PERMITS)

AR	0.8840
N2	73.9185
O2	13.7326
CO2	3.1155
H2O	8.3455
SO2	0.0000
CO	0.0023
HC	0.0014
NOX	0.0023

Aero Energy Fuel Number 905-1883 (BPZ Energy)

	Volume %	Weight %
Hydrogen	0.0000	0.0000
Methane	97.9000	93.8587
Ethane	0.7800	1.3986
Ethylene	0.0000	0.0000
Propane	0.2500	0.8574
Propylene	0.0000	0.0000
Butane	0.1600	0.5546
Butylene	0.0000	0.0000
Butadiene	0.0000	0.0000
Pentane	0.0500	0.2151
Cyclopentane	0.0000	0.0000
Hexane	0.0300	0.1542
Heptane	0.4100	2.4499
Carbon Monoxide	0.0000	0.0000
Carbon Dioxide	0.2200	0.5774
Nitrogen	0.2000	0.3341
Water Vapor	0.0000	0.0000
Oxygen	0.0000	0.0000
Hydrogen Sulfide	0.0000	0.0000
Ammonia	0.0000	0.0000

Btu/lb, LHV	21237
Btu/lcf, LHV	941
Btu/lcf, HHV	1043
Btu/lb, HHV	23536
Fuel Temp, °F	126.0
NOx Solar	1.038
Specific Gravity	0.58

Engine Exhaust

Exhaust Avg. Mol. Wt., Wet Basis	28.3
Exhaust Flow, ACFM	580605
Exhaust Flow, SCFM	225151
Exhaust Flow, Btu/lb	330
Exhaust Flow, Calones/s	24374226

Inlet Flow Wet, pps	288.9
Inlet Flow Dry, pps	287.1

Shaft HP	65387
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Estimated Average Engine Performance NOT FOR GUARANTEE, REFER TO PROJECT F&ID FOR DESIGN



GE Energy

Performance By: Daniele Maroucci
Project Info: BPZ Calata Cruz Power Plant

Engine: LM6000 PD-6SPRINT
Deck Info: GE1250 - 8y8.exp
Generator: MEID 800LL04 60Hz, 13.2kV, 6.9PF (14848)
Fuel: Site Gas Fuel#900-1883, 21237 Btu/lb, LHV

Date: 07/26/2008
Time: 12:55:18 PM
Version: 3.7.3

Case #	100
Ambient Conditions	
Dry Bulb, °C	32.1
Wet Bulb, °C	25.7
RH, %	60.4
Altitude, m	36.8
Ambient Pressure, kPa	100.858
Engine Inlet	
Comp Inlet Temp, °C	7.8
RH, %	95.0
Conditioning	CHILL
Tons or kBr/hr	2128
Pressure Losses	
Inlet Loss, mmH2O	127.00
Valve Loss, mmH2O	101.60
Exhaust Loss, mmH2O	152.40
kW, Gen Terms	47929
Est. kJ/kWh, LHV	8038
Quar. kJ/kWh, LHV	8816
Fuel Flow	
G/hr, LHV	414.0
kg/hr	8361
NOx Control	DLE
SPRINT	LPC
kg/hr	3076
Control Parameters	
HP Speed, RPM	10312
LP Speed, RPM	3600
PS3 - COP, kPa	3153.6
T3CRF - CDT, °C	506
T4BIN, °K	1126
T4BIN, °C	853
Exhaust Parameters	
Temperature, °C	447.1
kg/sec	132.8
kg/hr	476131
Energy, kJ/s - Ref 0 °K	102048
Energy, kJ/s - Ref T2 °C	63324
kJ/kg-R	1.1366
Emissions (NOT FOR USE IN ENVIRONMENTAL PERMITS)	
NOx mg/Nm3 Ref 15% O2	51
NOx as NO2, kg/hr	18
CO mg/Nm3 Ref 15% O2	31
CO, kg/hr	11
CO2, kg/hr	23140
HC mg/Nm3 Ref 15% O2	11
HC, kg/hr	4
SOX as SO2, kg/hr	0.00

Estimated Average Engine Performance NOT FOR GUARANTEE, REFER TO PROJECT F&ID FOR DESIGN



GE Energy

Performance By: Daniele Marcucci
Project Info: BPZ Calela Cruz Power Plant

Engine: LM6000 PD-SPRINT
Deck Info: G01250 - Bgl8.scp
Generator: MED 900L194 60Hz, 13.8KV, 0.9PF (14649)
Fuel: Site Gas Fuel#900-1883, 21237 Btu/lb, LHV

Date: 07/24/2008
Time: 12:55:18 PM
Version: 3.7.3

Case # 100

Exh Wght % Wet (NOT FOR USE IN ENVIRONMENTAL PERMITS)

AR	1.2465
N2	73.0910
O2	15.5104
CO2	4.8397
H2O	5.3068
SO2	0.0000
CO	0.0023
HC	0.0008
NOX	0.0028

Exh Mole % Dry (NOT FOR USE IN ENVIRONMENTAL PERMITS)

AR	0.9645
N2	80.6469
O2	14.9830
CO2	3.3992
H2O	0.0000
SO2	0.0000
CO	0.0025
HC	0.0015
NOX	0.0025

Exh Mole % Wet (NOT FOR USE IN ENVIRONMENTAL PERMITS)

AR	0.8840
N2	73.9155
O2	13.7326
CO2	3.1155
H2O	6.3455
SO2	0.0000
CO	0.0023
HC	0.0014
NOX	0.0023

Area Energy Fuel Number 900-1883 (BPZ Energy)

	Volume %	Weight %
Hydrogen	0.0000	0.0000
Methane	97.9000	93.6527
Ethane	0.7800	1.3888
Ethylene	0.0000	0.0000
Propane	0.2500	0.6574
Propylene	0.0000	0.0000
Butane	0.1600	0.5546
Butylene	0.0000	0.0000
Butadiene	0.0000	0.0000
Pentane	0.0500	0.2151
Cyclopentane	0.0000	0.0000
Hexane	0.0200	0.1542
Heptane	0.4100	2.4899
Carbon Monoxide	0.0000	0.0000
Carbon Dioxide	0.2200	0.5774
Nitrogen	0.2000	0.3041
Water Vapor	0.0000	0.0000
Oxygen	0.0000	0.0000
Hydrogen Sulfide	0.0000	0.0000
Ammonia	0.0000	0.0000

KJ/kg, LHV	49597
k33m3, LHV	36951
kJ/m3, HHV	40951
KJ/kg, HHV	54744
Fuel Temp, °C	52.2
NOx Scales	1.038
Specific Gravity	0.58

Engine Exhaust

Exhaust Avg. Mol. Wt. Wet Basis	28.3
Exhaust Flow, ACFM	580605
Exhaust Flow, SCFM	225151
Exhaust Flow, Btu/lb	330
Exhaust Flow, Calories/s	24374726

Inlet Flow Wet, kg/sec	131.1
Inlet Flow Dry, kg/sec	130.2

Shaft HP	65387
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GE ENERGY

Conditions for Near Field Noise Guarantee

1. Based on Arithmetic average of sound pressure levels of location around the package.
2. GTG Auxiliary skids must be placed at or within 6-ft of each other, and within 6-ft of the turbine main unit.
3. If Fin Fan Lube Oil Cooler is to be located broadside to the turbine-generator main unit, then the location must be a minimum of 25-feet away from the main unit, measuring nearest edge-to-edge. GE Energy is to advise best location.
4. If Fin Fan Lube Oil Cooler is to be located behind the generator end of the main unit, then the location must be a minimum distance of 10-ft behind the generator end of the package, and off to one side (Measuring nearest edge to edge), to avoid infringement on the rotor removal area. GE Energy is to advise best location.
5. Other Ancillary skids must be at least 10-ft away from any fin-fan lube oil cooler, measuring nearest edge-to-edge.
6. Per unit basis.
7. Baseload operation only.
8. GE Energy GTG package scope of supply only, no customer supplied equipment is included.
9. GE Energy GTG package scope of supply only, GE Energy supplied BOP equipment is not included.



GE ENERGY

Conditions for VOC Emissions Guarantee

1. Fuel must meet GE specification MID-TD-000-01.
2. The timing of test to coincide with lowest site ambient VOCs levels.
3. Gas turbine must run for a minimum of 300 total fired hours at base load prior to testing.
4. Gas turbine inlet and exhaust system must be free of any dirt,sand,mud,rust,oil or any other contaminates.
5. Re-testing (at purchaser's expense) must be allowed, if required.
6. GE receives a copy of the final test results.
7. A compressor wash prior to testing is highly recommended.



GE ENERGY

Conditions for PM10 Emissions Guarantee

1. Fuel must meet GE specification MID-TD-000-01.
2. The timing of test to coincide with lowest site ambient particulate levels.
3. Gas turbine must run for a minimum of 300 total fired hours at base load prior to testing.
4. Combustion turbine must be run for a minimum of 300 total fired hours prior to any particulate testing; combustion turbine must be operating a
5. Gas turbine inlet and exhaust system must be free of any dirt,sand,mud,rust,oil or any other contaminates.
6. Sampling probe internal surfaces must be made of chemically inert and non-catalytic material such as quartz.
7. The filter material shall be quartz.
8. Probe wash shall be high purity acetone per EPA Method 5.
9. Re-testing (at purchaser's expense) must be allowed, if required.
10. GE receives a copy of the final test results.
11. A compressor wash prior to testing is highly recommended.
12. The area around the turbine is to be treated (e.g.sprayed down with water) to minimize airborne dust.

**Attachment 7 - Services and Special Conditions For On-Site Services (Technical Advisory
Services Only)**

Services Scope of Supply

Seller will provide technical advisory supervision services for the Installation and Commissioning of the combustion turbine package. Installation services will include supervising the installation of the combustion turbine package by the Owner's construction contractor. Commissioning services will include flushing supervision, checkout, and commissioning supervision of combustion turbine mechanical systems, checkout and commissioning supervision of combustion turbine electrical systems, and checkout and commissioning of the combustion turbine package control system. Seller will provide all general hand tools required for the commissioning of the unit. Flushing and calibration kits can also be provided at GE Energy standard published rates.

The personnel required at site for the installation and commissioning of the combustion turbine packages is as noted below. The scope of work included in this proposal assumes that the installation and commissioning schedule of the combustion turbine package is not impacted by the installation and commissioning schedules of additional balance of plant equipment that is not provided by Seller (such as a demineralized water plant, steam turbine, gas compressors, etc.).

Mechanical and Controls TA – Total of 5,160 estimated man-hours between these individuals

Also included in the services quoted are the various combustion turbine package vendors will be required to commission specific combustion turbine package components. These are as noted below:

Generator Specialist – This individual will be responsible for testing of the generator and commissioning of the automatic voltage regulator system.

The normal workweek will be limited to 60 hours (ten (10) hours per day for six (6) days per week). Standby time will be billed incremental to the hours noted above at the effective rates at time of service. If the Installation and Commissioning schedule dictates longer working hour durations then additional resources can be provided on an incremental daily rate basis

GE Energy has provided an estimate, for the field service requirements as spelled out in this section of the proposal. In order to provide a man hour estimate Seller has assumed a construction schedule to arrive at the man-hour estimates illustrated above. However, the Services will be billed at the rate at time of service. Should the Owner's schedule or the Owner's construction contractor's experience result in an increase in the construction duration assumed the latest version of the enclosed Service Rates would be applied as appropriate.

SC-S1. Definitions

- (b) "Technical Advisors" or "Field Engineers" shall mean the personnel provided by the Seller who will perform Technical Advisory or Field Engineering Services. Technical Advisors and Field Engineers provided by Seller shall preferably be fluent in the Spanish language. Buyer shall have the right to request the prompt replacement of any Technical Advisor or Field Engineer upon written notice to Seller. All efforts will be made to have Spanish speaking TA's.
- (c) "Technical Advisory Services" or "Field Engineering Services" shall mean technical advice and counsel from Technical Advisors or Field Engineers provided by the Seller based on the Seller's current engineering, manufacturing, installation and operation practices as applicable to the Equipment. Such services may include testing, adjustment, programming and other similar services. Technical Advisory Services or Field Engineering Service do not include supervision or management of the Buyer's employees, agents, or other contractors.
- (d) "Work Scope" means the "Technical Advisory Services" or "Field Engineering Services" work scope included in Attachment 1, Scope of Supply.

SC-S2. Service Price Basis

The price for Technical Advisory Services is set forth in the Technical Advisory Rate Sheet at time of service. The attached Technical Advisory Rate sheet is for information purposes only.

SC-S3. Buyer's Obligations At The Site

The Buyer will render all reasonable assistance to the Seller's personnel at the Site, including the following matters at the Buyer's cost (except as may be provided in the Contract or otherwise agreed in writing):

- (a) Designated representative(s) to coordinate activities between the Seller, the Buyer and the Buyer's other contractors at the Site and to resolve procedures for certain activities where questions might occur. Such coordination shall include consultation with the Seller's representatives prior to arrival at Site as to the scheduling of all work associated with the Services. The Buyer's representative will have immediate access to the Buyer's warehousing and shop facilities.
- (b) All drawings and specifications, technical information and equipment manuals required to perform the work scope and all protective relaying and relay settings, as appropriate.
- (c) Compressed air and all Site utilities in the amounts, pressures, and voltages required to perform the work scope, including adequate lighting for nightshift work.
- (d) All required parts and miscellaneous materials (e.g., bolts, nuts, gaskets, steel plates, consumables, lube oil, hydraulic oil, etc).

- (e) Heavy lift equipment, hand and power tools and instruments, oxy-acetylene welding machines. The Seller's personnel may bring certain tools, which will remain Seller's property. At the Buyer's request, the Seller may make available certain special test or installation instruments/equipment under Seller's established rental provisions.
- (f) Any labor, including labor supervision and equipment operators, that may be required in connection with the Services.
- (g) Access to lay down space next to the equipment upon which the Services will be performed.
- (h) Climate-controlled and secure office and storage space adjacent to the work area at the Site, including secretarial, clerical and translation assistance, copy machines, office supplies and equipment and appropriate telecommunications, such as, international and local telephone and fax services.
- (i) Assistance in the procurement of all necessary visas and travel documents for Seller personnel including sponsorship, if required, of all Seller personnel to obtain entry and resident visas as required.
- (j) Not Used
- (k) Adequate fire fighting equipment and services and site security, meaning the act of safeguarding the job site against sabotage, theft, arson, or any other dishonest or criminal act by physical means, such as guards, fencing, and lighting. This includes the safeguarding of all Seller tools, consumables, equipment and parts when provided.
- (l) Personnel for erection, calibration and similar miscellaneous activities associated with the mechanical erection and commissioning of the Equipment.

SC-S4. Health and Safety Matters; Hazardous Materials

The Buyer will take all necessary precautions, at all times, for the safety of the Seller's personnel at Site. This includes, but is not limited to, instruction of the Buyer's safety practices, proper and safe handling of hazardous substances and protection of the Seller's personnel from exposure thereto, energization/de-energization of all power systems (electrical, mechanical and hydraulic) using a safe and effective lock-out tag procedure, and conducting periodic safety meetings during construction and start-up.

The Seller may, from time to time, upon reasonable prior written notice, conduct safety audits to insure safe conditions exist and make recommendations to the Buyer concerning same. Neither the conduct or non-conduct of safety audits nor the making of any recommendation by the Seller shall relieve the Buyer of the responsibility to provide a safe place to work. If the Seller's personnel require medical attention, local Buyer facilities will be made available to the Seller's personnel for the duration of such needs.

If, in the Seller's reasonable opinion, the safe execution of Services at the Site is, or is apt to be, imperiled by local conditions, the Seller may remove some or all of its personnel from the Site and/or supervise performances of all or any part of its Services and/or evacuate its personnel and the Buyer shall assist in said evacuation, any of which shall be considered to be an Excusable Delay.

Seller recognizes that Buyer may seek flexibility in Seller's work schedule in order to accelerate the delivery of Products or Services. Seller will seek to accommodate those requests subject to any limitations on maximum work periods or minimum rest periods imposed by applicable law, it being understood that Seller personnel will in any event require at least one Day of rest in any consecutive seven-Day period, and shall work no longer than 140 hours in any two consecutive weeks or more than 14 hours in any one Day, even where applicable law may permit longer working periods or shorter rest periods. With Seller's written consent, however, Seller personnel may in some instances work up to seven Days a week for a maximum of 14 Days, but only to the extent permitted by applicable law and required by the nature of the work.

The operation of equipment at the Site is the responsibility of the Buyer. If the Buyer requires or permits the Seller's personnel to operate equipment at the Site, the Buyer shall indemnify and save the Seller, its employees and agents, harmless from expense and liability (including reasonable attorneys' fees) incurred by or imposed upon the Seller, its employees and agents, based upon injury to persons (including death) or damage to property resulting from operation of equipment at the Site by the Seller's personnel, except that caused by gross negligence or willful misconduct of Seller's personnel.

To ensure adequate performance of the Services and that the Seller's personnel are not extended beyond their capability, the Seller's personnel will not be required to work on other projects or equipment during the term of the Contract.

If, at the Site, the Seller encounters toxic substances, hazardous substances or hazardous wastes (as such terms may be defined in any statute or ordinance or regulations promulgated by any federal, state or local governmental authority of the United States or the country of the Site) (collectively, the "Hazardous Materials") which require special handling and/or disposal, the Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the work under the Contract may safely proceed. If any such Hazardous Materials cause an increase in the Seller's cost of or the time required for performance of any part of the work, an equitable adjustment shall be made in the price and schedule. The Buyer agrees to properly dispose of all Hazardous Materials produced or generated in the course of the Seller's work at the Site. The Buyer shall indemnify the Seller for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to:

- (i) the presence of any Hazardous Materials which are present on the Site prior to the commencement of Seller's work,
- (ii) improperly handled or disposed of by the Buyer or
- (iii) brought on to the Site or produced thereon by parties other than the Seller.

The Buyer is responsible for providing Site security twenty-four hours a Day, seven Days a week, from first Delivery until Turbine Completion of the last Unit.

SC-S5. Miscellaneous

Technical Advisors and Field Engineers are not authorized to sign Change Orders on behalf of Seller. All Change Orders must be approved by the Project Manager in advance of work and reduced to a written agreement pursuant to Article 18 of the Contract.

In accordance with Article 6.4 of the Contract, Buyer shall have no right to offset or backcharge hereunder, except as provided therein.

INSERT CURRENT RATE SHEET



Global Field Services REVISED/UPDATED NOVEMBER 2007

GE Energy's aeroderivative group Global Field Services is a world-class service and support network designed to anticipate and respond to our customers needs throughout the product life of GE LM engines and packages. The worldwide team supplies the highest quality parts, tools and technical support which is closely tied to our Service Engineering teams. This may result in higher availability and lower costs for you, the customer. Please contact your Service Manager for any of your service needs, 24 hours a day, seven days a week.

Region

Asia
Northern Europe
Central Europe
Southern Europe
Middle East
Eastern USA/Canada
Central USA
Western USA/Canada

Location

Singapore
Lincoln, UK
Rheden, NL
Madrid, Spain
Istanbul, Turkey
Syracuse, NY
Houston, TX
Bakersfield, CA

Offerings

GE Energy's aeroderivative group Global Field Services is dedicated to responding to your needs in an expedient manner. Aero Energy Field Service should help minimize your downtime and provide a lower cost operation by providing full technical coverage for your engine and package. Our services include but are not limited to: Periodic Inspections of the engine and package, Hot Sections, Generator Test and Inspection, Trim Balances, Vibration Surveys, Performance Testing, Controls Calibration, and all Level 1 & 2 Maintenance.

In response to our customers' requests for flexibility in commercial offerings, GE Energy's aeroderivative group Global Field Services now provides the option for Firm Fixed Pricing on many work scopes.

Technical Assistance

Rate Classification	Labor Rate Per Hour		Incremental Charges		
	Straight Time	Overtime	High Security Areas	Emergency Call-Out	Offshore/Man Camps
Field Representative	\$195.00	\$292.50	20%	10%	20%
Specialty Field Rep	\$250.00	\$375.00	20%	10%	20%
Site Manager	\$270.00	\$405.00	20%	10%	20%
Project Engineer	\$270.00	\$405.00	20%	10%	20%
Mobilization Fee	\$375.00				

All charges are USD/HR

LM is a registered trademarks of The General Electric Company



www.ge.com/energy

Global Field Services REVISED/UPDATED NOVEMBER 2007

GE Energy's aeroderivative group Global Field Services provides multiple levels of technical support as follows:

Field Service Representative

Perform the maintenance action as well as provide technical advice based on good engineering, manufacturing, installation and operation practices applicable to the equipment. Such services also include testing, adjustment, and installation and start-up. Field Engineering Service does not include supervision of Purchaser's agents or other contractors.

Specialty Field Representative

May be any of the following:

- Gas Turbine DLE: Specialist skilled in methods required for adjusting the Dry Low Nox system to optimize gas turbine emissions and life expectancy of combustion system components.
- Laser Alignment: Specialists utilizing GE proprietary digital laser alignment equipment, technology, and fleet data, to optimize internal component alignment and potentially provide significant reductions in outage duration over conventional alignment methods.
- Trim Balance/Blade Change: Specialists utilizing GE proprietary software and equipment to lower the possibility of an engine imbalance.
- Programming and Controls
- Boro-blend: Specialists trained at blending damage to the HPC/LPC blades through the borescope ports.
- Excitation: Specialists skilled in the start-up and troubleshooting of excitation systems interfacing circuits, breakers, and power systems.
- Professional Witness: Technical coordination and witness of performance tests not conducted by GE.
- Vibration: Specialists experienced in vibration data acquisition, vibration machinery diagnostics, rotor balance analysis, and recommendations on installation of balance weights.

- Emergent Technology: Specialists skilled in an area involving new technology that is not specifically covered by the specialist categories listed.
- Consulting Analyst: Technical assistance of personnel not normally classified as field personnel for the solution of problems that require highly specialized background and experience.
- Diagnostics: Specialists skilled in performance diagnostic tests data analysis, such as plant evaluations, equipment, performance services and general consulting for plant performance issues.

Project Manager

Manages all aspects of major upgrades.

Notes:

Applicable Rates:

The normal workweek is five consecutive eight-hour days (typical to specific countries, contact your local Regional Field Service Office). Time in excess of the normal workweek will be billed at the overtime rate.

Minimum Charge

A minimum charge of 8 hours straight time plus per diem and travel expense is charged for any service job. Offshore vessels or rigs and work in isolated areas with man-camps will be charged a minimum 12 hours per day.

Mobilization Fee

Mobilization fee consists of basic job preparation including but not limited to: normal risk assessments or method statements; environmental, health and safety preparation; tooling and resource coordination and restocking. This fee is invoiced on a per dispatch basis in the amount of \$375 USD.

Waiting Time

If the Field Service Technician is requested to wait at the site location, waiting time will be charged at minimum 8 hours per day (standard rates, including weekend days). If the customer does not request the technician to wait, no charges will be due, the technician will not be available to work and, the technician is considered unassigned and free to be assigned to other projects. Waiting time on offshore floating vessels, stationary rigs, and at isolated sites with man-camp living facilities will be charged a minimum 12 hours per day including weekend days.



Global Field Services REVISED/UPDATED NOVEMBER 2007

Working Hours

Individual maximum working hours are 12 hours per day not to exceed 84 hrs per fiscal week. Exceptions to the maximum 12 hour workday must be agreed to PRIOR to work commencing with the local Regional Field Service Office up to a maximum of 16 hours per day per individual (followed by an appropriate 10 hour rest cycle) but not to exceed 84 hours per week. Unless otherwise contracted, working hours do not include the following: lunch or daily travel less than 30 minutes per leg between lodging and work location. Contact your local Regional Field Service Office for further clarification. In situations where local regulations or customer policies exist regarding on-duty limitations, the more conservative procedure shall take precedence.

Transportation Expenses

All transportation (i.e., mileage, airfare, train, taxi, ferry, rental car, etc.) expenses for each dispatch are invoiced at Cost +15%. Mileage will be invoiced at \$1.05 USD/mile when technicians travel to customer site via automobile.

Living Expenses

Per Diem will be billed for any portion of a day worked including travel days. This daily charge is for normal daily expenses such as lodging, meals, laundry, normal communication expenses, fuel for rental car, and reasonable road tolls for all days. Any other daily expenses will be invoiced at Cost +15%.

- Regular per diem, \$230 per day per employee
- High cost per diem (Applies when lodging cost is more than \$130 per night, including taxes/per person), \$300 per day per employee

Holidays

Holidays are country specific and overtime rates are applicable. A holiday schedule for each country can be provided upon request.

High Security Area

A region deemed to have a substantial level of security risk inherent with the location (GE group 1 & 2 countries) will be assessed a minimum 20% Security fee on all labor hours.

Emergency Call-out

Dispatch with less than 48 hours notice will be assessed a 10% Emergency Call-out fee on labor hours only.

Offshore & Man Camps

Any labor for work sites located on offshore floating vessels, stationary rigs or in isolated areas with man-camp living facilities, will be assessed a 20% fee for all hours on site.

Purchased Materials & Contracted Services

Will be billed at cost plus 25%.

Tooling Rental fees

GE rents level 1 and level 2 special tools at competitive rates. These tools are available through your respective Service Manager. Tooling pricing is based on work scope as listed in tooling rental table. Listed price provides special tooling to complete contracted scope of work for the normal maintenance duration. Tooling required on site beyond the normal duration of the contracted scope of work will be assessed a daily fee. A GE Technical Representative must accompany all rentals of GE tooling assets. Tooling is not rented separately for direct customer use.

Shipping Fees

All customs, duties and handling fees incurred by GE in the process of importing or exporting tooling or goods on behalf of the customer, including excess baggage and customs duties for hand carried items, will be invoiced at Cost +15% handling fee.

Terms and Conditions

Customer Service Support is subject to standard terms and conditions - GE Form APS 33D.

Effectivity

These prices supersede all previously published prices for this same service. The prices of additional or newly established service will be available on a quotation basis and may be subject to revision until such time as they are incorporated into the next issue of this price sheet. The prices indicated are list unit prices and are subject to change without notice.



Global Field Services REVISED/UPDATED NOVEMBER 2007

Tool Rental Pricing

Catalog Workscope	Description	Normal Scope Rate	Daily Rate
APS_FS_HS-LM60-LMS	LM6000/LMS100 Hot Section Workscope Tooling	\$26,080	\$6,520
APS_FS_HS-LM25-50	LM2500/5000 Hot Section Workscope Tooling	\$12,630	\$4,210
APS_FS_HS-LM5-15-16	LM500/1500/1600 Hot Section Workscope Tooling	\$7,830	\$2,610
APS_FS_ENG-PTXCHNG	Engine or PT Exchange Workscope Tooling	\$4,350	\$1,450
APS_FS_INSP-SEMI	Semi Annual Package Inspection Tooling	\$1,480	\$1,480
APS_FS_INSP-ANNUAL	Annual Package Inspection Tooling	\$2,970	\$1,480
APS_FS_GEN-MINOR	Generator Minor Inspection Tooling	\$2,670	\$670
APS_FS_GEN-MAJOR	Generator Major Inspection Tooling	\$12,350	\$2,060
APS_FS_TOOL-SPC	Special Package Tooling Work Packages - PTK, FTK, ADRE, Emission, etc.	\$2,000	\$670
APS_FS_TOOL-STND	Standard Package Tooling Work Packages - Shaker, O-Scope, precision, Impact, etc.	\$670	\$330
APS_FS_TOOL-MINR	Minor Package Tooling Work Packages - Fanuc, Genius, etc.	\$60	\$60
APS_FS_LPC	Low Pressure Compressor Workscope Tooling	\$4,730	\$1,580
APS_FS_TMF	Turbine Mid Frame Workscope Tooling	\$4,730	\$1,580
APS_FS_HPC	High Pressure Compressor Workscope Tooling	\$1,580	\$1,580
APS_FS_BSI-BLEND	Borescope or Boreblend Tooling	n/a	\$670
APS_FS_ENG-LVL1	Level 1 work package tooling / per	n/a	\$130
APS_FS_TOOL-OTHER	Other as quoted	n/a	n/a
APS_FS_SB220	Includes Engine Exchange + LPC + SB220	\$13,800	\$4,730
APS_FS_Flush	Oil System Flush (Turbine or Generator)	\$3,220	\$460
APS_FS_LMS_CONEX	LMS100 I&C Tool Conex	\$25,000 /monthly rate	\$5,770 n/a



Attachment 8 - Drawing List & Schedule

<u>Drawing Title</u> ¹	<u>Drawing Type</u> ²	<u>LD Drawings</u>	<u>Group</u>	<u>Submittal Date</u> (weeks prior to RTS) ^{3,4,5}
General Arrangement, Main Unit	CA	*	1	38
One Line Diagram, Generator	CA	*	1	38
Installation Foot Print, Anchor Bolt & Shear Lug Location, Main Unit	CI	*	1	38
Lift Arrangement	CI		5	30
Shipping Data	CI		5	30
Flow & Equipment Symbols, Mechanical	CI		2	36
Flow & Instrument Diagram, Turbine Fuel System	CI		2	36
Flow & Instrument Diagram, Turbine Lube Oil System	CI		2	36
Flow & Instrument Diagram, Generator Lube Oil System	CI		2	36
Flow & Instrument Diagram, Water Wash System	CI		2	36
Flow & Instrument Diagram, Ventilation	CI		2	36

¹ Some of the above drawings may not be required on specific jobs.

² CA – Customer Approval

CI – Customer Information

REF – Reference Drawings supplied with Operation and Maintenance Manuals

³ Custom features for specific project requirements may require additional time.

⁴ Submittal time is for standard equipment and is shown in weeks prior to notice of RTS (Ready to Ship) date, after receipt of a mutually agreed upon purchase order, a fully conformed design specification and following completion of the post award Order Definition Meeting (ODM). ODM to take place a minimum of 10 weeks prior to first set (Group 1) of drawing due dates.

⁵ A drawing is considered submitted when uploaded to the www.projectnet.com site.

<u>Drawing Title</u> ¹	<u>Drawing Type</u> ²	<u>LD Drawings</u>	<u>Group</u>	<u>Submittal Date</u> (weeks prior to RTS) ^{3,4,5}
& Combustion Air System				
Flow & Instrument Diagram, Fire Protection System CO ₂ ⁶	CI		2	36
Flow & Instrument Diagram, Hydraulic Start System	CI		2	36
Flow & Instrument Diagram, Water Injection Pump	CI		2	36
Flow & Instrument Diagram, Sprint System Skid	CI		2	36
Flow & Instrument Diagram, Turbine Hydraulic System (DLE Only)	CI		2	36
Flow & Instrument Diagram, Sprint System Main Unit	CI		2	36
Instrumentation Diagram, Auxiliary Systems	CI		2	36
General Arrangement, Auxiliary Skid	CI	*	1	38
General Arrangement, Air Filter	CI	*	1	38
General Arrangement, Sprint Skid	CI		1	38
General Arrangement, Water Injection Skid	CI		1	38
General Arrangement, Fire Protection Skid ⁶	CI		1	38
General Arrangement, Chromatograph (DLE only) ⁶	CI		1	38
General Arrangement, Fin Fan Lube Oil Cooler ⁶	CI	*	1	38

⁶ Vendor Supplied Drawing

<u>Drawing Title¹</u>	<u>Drawing Type²</u>	<u>LD Drawings</u>	<u>Group</u>	<u>Submittal Date</u> (weeks prior to RTS) ^{3,4,5}
Abbr., Symbols & Reference Data, Electrical	CI		1	38
Schematic, Generator Excitation System	CI		3	34
Schematic, Diagram, Circuit Breaker Control	CI		3	34
Schematic Diagram, Motor Control Center	CI		3	34
Three Line Diagram, Generator Metering	CI		3	34
Schedule, Motor Control Center	CI		2	36
Interconnect Plan, Electrical System	CI	*	2	36
Interconnection Wiring Diagram, Customer	CI	*	4	32
Interconnect Cable Schedule	CI	*	4	32
Plan & Elevation, 24V DC Battery System	CI		1	38
Plan & Elevation, 125 V DC Battery System	CI		1	38
Plan & Elevation, Turbine Control Panel	CI	*	3	34
Plan & Elevation, Lineside Cubicle	CI	*	1	38
Plan & Elevation, Neutral Cubicle	CI	*	1	38
Schematic, Lighting & Distribution	CI		3	34
Schematic, Vibration	CI		3	34
Schematic, Communication	CI		3	34
Area Classification Drawing	CI		3	34
Area Classification Report	CI		3	34
Schematic, Diagram, Discrete Control	CI		5	30
Schematic, Diagram, Analog Control	CI		5	30

<u>Drawing Title</u> ¹	<u>Drawing Type</u> ²	<u>LD Drawings</u>	<u>Group</u>	<u>Submittal Date</u> (weeks prior to RTS) ^{3,4,5}
Generator Protective Relay Settings	CI		5	30
Digital Multi-function Meter Settings	CI		5	30
Digital Synchronizer Settings	CI		5	30
AVR Settings	CI		5	30
Wiring Diagram, Lineside Cubicle	M			
Wiring Diagram, Neutral Cubicle	M			
Wiring Diagram, Turbine Control Panel, Control Cubicle	M			
Wiring Diagram, Turbine Control Panel, Termination Cubicle	M			
Wiring Diagram, Auxiliary Skid	M			
Wiring Diagram, Generator Skid	M			
Wiring Diagram, Turbine Skid	M			
Wiring Diagram, Sprint Skid	M			
Wiring Diagram, Air Filter	M			
Wiring Diagram, Fire & Gas Protection System ⁶	M			
Nameplate List, Engraving Schedule and Switch Development	M			
Worksheet, Control System	M			

REFERENCE DRAWINGS (Included in Operation and Maintenance Manuals)

Wiring Diagrams

Nameplate List, Engraving Schedule, & Switch Development

Fuel Control Layout

Worksheet, Fuel Control

Sequencer Layout

Worksheet, Distributed I/O Configuration

MANUALS

I&C Manuals..... 1 month prior to shipment

O&M Manuals 1 month after shipment

NOTES:

- 1) Submittal time is for standard equipment and is shown in weeks after receipt of a mutually agreed upon purchase order, a fully conformed design specification, and the post award Order Definition Meeting (ODM).
- 2) Submittal time is for standard manufacturing cycles for equipment and if delivery timeframe required is in excess of standard manufacturing cycles then submittal timeframes may be extended.
- 3) Custom designed features for specific project requirements may require additional submittal times.

Some of the above drawings may not be required on specific jobs. A drawing is considered submitted when uploaded to the www.projectnet.com site

Drawing Quantities and Format

GE Energy places customers' drawings on ProjectNet, a secure internet site, (www.projectnet.com). On this site the drawings can be viewed, printed and annotated by the customer.

GE Energy provides all manuals in CD format for convenient access and distribution. In addition, by using web-based technology GE Energy provides today's customers with instant and secure access to their unit's operation and maintenance documentation with easy updates and "real time" information.

Attachment 9 - Payment Schedule

Attachment 9 - Payment Schedule

PAYMENT SCHEDULE						
Payment* Date	Unit #1	Unit #2	Unit #3	Total		
Price	\$ 17,155,000.00	\$ 17,155,000.00	\$ 17,155,000.00	\$ 51,465,000.00	Inv.	Inv. Amounts
September 26, 2008	\$ 1,715,500.00	\$ 1,715,500.00	\$ 1,715,500.00	\$ 5,146,500.00	1	\$ 5,146,500.00
October 15, 2008	\$ 1,143,666.67			\$ 1,143,666.67	2	\$ 1,143,666.67
November 15, 2008	\$ 1,143,666.67	\$ 1,143,666.67		\$ 2,287,333.33	3	\$ 2,287,333.33
December 15, 2008	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	4	\$ 3,431,000.00
January 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	5	\$ 3,431,000.00
February 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	6	\$ 3,431,000.00
March 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	7	\$ 3,431,000.00
April 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	8	\$ 3,431,000.00
May 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	9	\$ 3,431,000.00
June 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	10	\$ 3,431,000.00
July 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	11	\$ 3,431,000.00
August 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	12	\$ 3,431,000.00
September 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 3,431,000.00	13	\$ 3,431,000.00
RTS** UNIT 1 September 18 2009	\$ 1,715,500.00			\$ 1,715,500.00	15	\$ 1,715,500.00
October 15, 2009		\$ 1,143,666.67	\$ 1,143,666.67	\$ 2,287,333.33	14	\$ 2,287,333.33
RTS** UNIT 2 October 23 2009		\$ 1,715,500.00		\$ 1,715,500.00	16	\$ 1,715,500.00
November 15, 2009			\$ 1,143,666.67	\$ 1,143,666.67	17	\$ 1,143,666.67
RTS** UNIT 3 November 27 2009			\$ 1,715,500.00	\$ 1,715,500.00	18	\$ 1,715,500.00
Totals	\$ 17,155,000.00	\$ 17,155,000.00	\$ 17,155,000.00	\$ 51,465,000.00	TOT	\$ 51,465,000.00

NOTE:

*Payments shall be made by wire transfer directly to Seller's bank using wire transfer information below.

**Payments shall be made no later than 5 Days after issuance of Notice of Readiness to Ship.

GE Packaged Power Inc.

Acc No 00-388615

Deutsche Bank Trust Company America

ABA No 0210010033

SWIFT: BKTRUS33

Attachment 10 - Comfort Letter

September 1, 2008

GE Packaged Power, Inc.
1333 West Loop South
Houston, TX 77027
Attention:

GE International Inc. Sucursal de Peru
Av. Larco 1301 - Oficina
1902 Torre Parque Mar
Miraflores 18
Peru
Attention:

Gentlemen:

The International Finance Corporation (the "IFC") and Natixis, as "Lenders", hereby confirm that they have closed debt financings with BPZ Exploración & Producción S.R.L. and BPZ Marine Peru S.R.L., as "Borrowers", pursuant to which the Borrowers currently have available access to up to U.S. \$_____ million, of which U.S. \$_____ million has been drawn. The Lenders also advise you that the relevant finance documentation permits Borrowers to provide credit support, through loans, guarantees or other extensions of credit, for the benefit of their affiliate, Empresa Eléctrica Nueva Esperanza S.R.L., in an amount not to exceed U.S. \$90 million on the terms and conditions set forth in the finance documentation.

This letter is being provided to you at the request of the Borrowers. It is not intended to create any obligation or liability on the part of the Lenders to you. This letter speaks solely as of the date written above.

Yours truly,

By: _____
International Finance Corporation

By: _____
Natixis

cc: Edward Gilliard

Attachment 11 - Degradation Table

Estimated Average Engine Performance NOT FOR GUARANTEE



GE Energy

Performance By: **Johnny Metcalf**

See Also: **Graph Below Data Points**

Engine: **LM6000 PD-SPRINT**

Deck Info: **G01250 - 8g8.scp**

Generator: **MEID 800LL04 60Hz, 13.8kV, 0.9PF (14849)**

Fuel: **Site Gas Fuel#900-1883, 21237 Btu/lb,LHV**

Date: **9/11/2008**

Time: **7:51:50 AM**

Version: **3.7.3**

This Deterioration model was generated using the following parameters:

Ambient Temp of 89.8°F, 60.4% RH, 120.0ft., Inlet Temp of 46.0°F, 5.00 Inlet Loss, 6.00 Exhaust Loss and DLE NOx Control at 25ppm.

Degradation to be applied after 200 hrs of operation up to 1000. These numbers apply only when GE operating procedures, and fuel, water and air specifications are met.

NOT FOR GUARANTEE

% Degradation		
Intervals 5 (hrs)	Power	Heat Rate
0 - 200	0.00	0.00
201 - 400	-0.11	0.06
401 - 600	-0.17	0.09
601 - 800	-0.24	0.12
801 - 1000	-0.32	0.15

Attachment 12 - Termination Schedule

Attachment 12 - Termination Schedule

Termination Schedule				
	Unit #1	Unit #2	Unit #3	Total
On or Before the Below Date				
September 26, 2008	\$ 1,715,500.00	\$ 1,715,500.00	\$ 1,715,500.00	\$ 5,146,500.00
October 15, 2008	\$ 1,143,666.67			\$ 6,290,166.67
November 15, 2008	\$ 1,143,666.67	\$ 1,143,666.67		\$ 8,577,500.00
December 15, 2008	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 12,008,500.00
January 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 15,439,500.00
February 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 18,870,500.00
March 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 22,301,500.00
April 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 25,732,500.00
May 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 29,163,500.00
June 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 32,594,500.00
July 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 36,025,500.00
August 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 39,456,500.00
September 15, 2009	\$ 1,143,666.67	\$ 1,143,666.67	\$ 1,143,666.67	\$ 42,887,500.00
RTS UNIT 1 September 18 2009	\$ 1,715,500.00			\$ 44,603,000.00
October 15, 2009		\$ 1,143,666.67	\$ 1,143,666.67	\$ 46,890,333.33
RTS UNIT 2 October 23 2009		\$ 1,715,500.00		\$ 48,605,833.33
November 15, 2009			\$ 1,143,666.67	\$ 49,749,500.00
RTS UNIT 3 November 27 2009			\$ 1,715,500.00	\$ 51,465,000.00

Attachment 13 - Start Up and Commissioning Spares

Attachment 13 - Start Up and Commissioning Spares

P/N	Description	Qty
5VX1000	Belt, Generator, Supply Fan	4
5VS1250	Belt, Turbine, Exhaust Fan	6
HC9600FKN13Z	Filter Element, Turbine	4
CONNTECT 5000	Waterwash (55 Gal Drum)	1
HC9606FKS8Z	Filter Element, HP Hydraulic	2
AL1335	50 MA Fuses	5
AL1328	2 Amp Fuses	5
AL1310	0.1 Amp Fuse	5
AL1269	4 Amp Fuse	5
AL1308	31 MA Fuse	5
P13-2582	3 Amp Fuse	5
P13-5712	¼ Amp Fuse	5
226166-001	Calibration, Gas Cylinder	1
CGI-3L	Gasket, Flg.4"-300#	5
CGI-3p	Gasket, Flg.6"-300#	5
CGI-3Q	Gasket, Flg.8"-300#	5
CGI-6D	Gasket, Flg 1"-600#	5
CGI-6G	Gasket, Flg.2"-600#	5
CGI-6J	Gasket, Flg.3"-600#	5
CGI-6L	Gasket, Flg.4"-600#	5
HC9600FKD13Z	Fuel Filter (Liquid)	2
ACB2442440Y1	Filter Element, Turbine Hyd	1
P16-5659	Filter Element, Hyd Start	2
HUOO157956	Filter Element, Charge Pump	1

Typical

Attachment 14 - GE Parent Guaranty

GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** (the "Guaranty") is made as of the [Day]th day of [Month], [Year], by **GENERAL ELECTRIC COMPANY**, a corporation duly organized and existing under the laws of the State of New York, U.S.A., with its head office situated at 3135 Easton Turnpike, Fairfield, Connecticut 06431, U.S.A., and a place of business at 1333 West Loop South, Houston, TX 77027 U.S.A. (herein called "Guarantor"), for the benefit of Empresa Electrica Nueva Esperanza S.R.L., a Peruvian limited liability partnership, with its head office situated at Av. Larco 1301 - Oficina, 1902 Torre Parque Mar, Miraflores 18, Peru (herein called "Owner"). (Guarantor and Owner are individually referred to herein as a "Party" and collectively as the "Parties".)

RECITALS:

WHEREAS, GE Packaged Power, Inc., a corporation duly organized and existing under the laws of the State of Delaware, U.S.A., with its head office situated at 1333 West Loop South Houston, TX 77008 (herein called "Contractor") is a wholly owned affiliate of Guarantor;

WHEREAS, Owner has entered into an agreement with Contractor dated September 25th, 2008 (together with the schedules, annexes, and exhibits thereto and as the same may be amended from time to time, herein called the "Contract"), for the supply of three (3) gas turbine generator to be located in the vicinity of Caleta Cruz, northwestern Peru;

WHEREAS, Guarantor is the ultimate parent company of Seller and the agreement of Owner to enter into the Contract is of substantial and material benefit to Guarantor; and

WHEREAS, in order to induce Owner to enter into the Contract and pursuant to Article 35 of the Contract which requires Seller to obtain and deliver a parent company guaranty of Seller's performance under the Contract, the Guarantor has agreed to execute and deliver this Guaranty.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties hereto agree as follows:

1. Guarantor unconditionally and irrevocably guarantees to Owner that in the event of Seller failing in any respect to perform or observe any or all the terms and provisions of the Contract, Guarantor shall immediately upon first demand in writing by Owner perform or take such steps as are necessary to achieve performance or observance of such terms and provisions and shall indemnify and keep indemnified Owner against any and all losses, damages, claims, costs, charges, and expenses howsoever arising from the said failure. This Guaranty is an absolute, unconditional and continuing guaranty of payment and performance and not of collection and Guarantor agrees that its obligations hereunder are those of primary obligor and not merely of a surety.
2. The liability of Guarantor hereunder shall not be released, reduced, affected or discharged by (i) any alteration in the relationship between Seller and Owner which has been consented to by Seller in writing (with or without the knowledge or consent of Guarantor); (ii) or by any forbearance or indulgence by Owner towards Seller or Guarantor whether as to payment, time, performance, or otherwise; (iii) any insolvency, bankruptcy or similar occurrence of the Contractor; (iv) any amendment, compromise,

settlement, release, change, modification, termination or waiver of or consent to any departure from the Contract.

3. Guarantor agrees to make any payment due hereunder upon first written demand without set-off or counterclaim and without any legal formality such as protest or notice being necessary, and waives all privileges or rights which it may have as a guarantor, including any right to require Owner to claim payment or to exhaust remedies against Seller or any other person.

4. The obligations of Guarantor hereunder shall continue in full force and effect until Contractor shall have fully discharged all of its obligations under and in accordance with the Contract.

5. Owner may assign, charge, or transfer all or any of its right, title and interest in this Guaranty, without Guarantor's consent, upon such terms as Owner may think fit to any banks and financial institutions providing credit or guaranty facilities to Owner or an affiliate thereof in connection with the Contract and any agent or security trustee acting on their behalf, and may otherwise assign this Guaranty under the same conditions in which it may assign the Contract. This Guaranty and the undertakings herein contained shall be binding upon the successors and assigns of Guarantor and shall extend to and inure for the benefit of the successors or permitted assignees of Owner. No person other than Owner or such permitted assignees as described above is intended as a beneficiary of this Guaranty nor shall any such person have any rights hereunder. Owner may not otherwise assign or otherwise transfer any of its rights or obligations hereunder.

6. Notwithstanding anything to the contrary above, in the event of any claim under this Guaranty, Guarantor shall be entitled to assert any defense, set-off or counterclaim that Seller could assert had such claim been made directly against any person under the Contract.

7. Guarantor hereby waives promptness, diligence, presentment, protest, demand for payment, notice of default or nonpayment.

8. Guarantor waives any right to require Owner to pursue any right or remedy first against Contractor or any other person or entity which may be liable in respect of the guaranteed obligations or against any collateral or guaranty thereof or right or offset with respect thereto.

9. In the event there is any dispute under the Contract that relates to a sum being claimed under this Guaranty, the obligations under this Guaranty related solely to such dispute, shall be suspended pending the resolution of such dispute either by agreement of Owner and Contractor or by non-appealable final judicial order.

10. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York, provided that any provision of such law invalidating any provision of this Guaranty or modifying the intent of the Parties as expressed in the terms of this Guaranty shall not apply.

11. Any legal action or proceeding with respect to this Guaranty shall be brought in the United States District Court for the Southern District of New York or, if such court lacks jurisdiction, in the Supreme Court of the State of New York in New York County. Each of the Parties hereby accepts and consents to, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each of the Parties irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at the address first set forth in the Contract. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of

venue of any of the aforesaid actions or proceedings arising out of or in connection with this Guaranty brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

Empressa Electrica Nueva Esperanza S.R.L.

GENERAL ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 15 - Form of Standby Letter of Credit

IRREVOCABLE PERFORMANCE STANDBY LETTER OF CREDIT (REF. NO.)

Issuing Bank: GE Relationship bank

Confirming Bank: (no confirmation required if issued by a GE Relationship Bank)
otherwise - confirmation by GE Relationship bank - NY

Amount: U.S. \$

Issue Date:

Expiration Date:

Beneficiary: GE Packaged Power, Inc.
1333 West Loop South
Houston, TX 77027

Applicant: Empresa Electrica Nueva Esperanza

Gentlemen:

By order of our client, _____ (Name and Address of Component) (hereinafter known as "_____") and for account of same, we hereby establish our Irrevocable Standby Letter of Credit ("Letter of Credit"). We hereby authorize you to draw on (Name & Address of Bank) up to an aggregate amount of (Written Amount), (USD) to be available to (GE Packaged Power, Inc.) when accompanied by the following documents:

1. Your sight draft on us;
2. A statement purportedly signed by a corporate officer of GE stating that:

"(Insert name of Applicant) has failed to fulfill its contractual payment obligations in accordance with the terms of the Contract dated (insert date) between (customer) and GE Packaged Power, Inc. and we hereby demand payment in the amount of (Written Amount and Figures) (\$_) under your Standby Letter of Credit No. _____". ;

This Letter of Credit will automatically expire on the earliest of:

- (i) The date that the Amount of this Letter of Credit is reduced to zero;
- (ii) The date this Letter of Credit is returned for cancellation;
- (iii) DD-MM-YYYY

Drafts must be drawn and presented at our office at (location) not later than (expiry date).

The amount of any draft drawn hereunder must be endorsed on this Letter of Credit and marked: "Drawn under (Issuing Bank Name), Irrevocable Standby Letter of Credit No. ____" and indicate the date drawn.

All opening bank charges including, but not limited to fees or commissions shall be for Applicant's account.

Except as far as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publications No. 500. As to matters not covered by UCP, this Letter of Credit shall be subject to and governed by the laws of the State of New York.

Authorized Signatures(s)