

WARRANTY AGREEMENT

THIS Warranty Agreement ("Agreement") is effective as of the 24th day of June, 2010, by and between **ROLLS-ROYCE ENERGY SYSTEMS INC.**, a Delaware corporation, having a principal place of business at 105 North Sandusky Street, Mount Vernon, Ohio 43050 ("Rolls-Royce") and **ENERGY PARTS SOLUTIONS, LLC**, a Missouri limited liability company, having a principal place of business at 2001 ProEnergy Boulevard, Sedalia, Missouri ("EPS").

Rolls-Royce and EPS are referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS Rolls-Royce is engaged in the business of manufacturing and selling various kinds of gas turbine engines, parts, components and other equipment which at times are assembled, installed and packaged with other equipment by third parties into complete modular gas turbine electrical generation sets for resale purposes;

WHEREAS GdF Suez ("GdF") previously purchased from Centrax Limited ("Centrax") four (4) new Rolls-Royce Trent 60 Dual Fuel WLE gas turbine electrical generator sets (the "Packages"), which include Rolls-Royce Trent 60 gas turbine engines with serial numbers 55, 56, 57 and 58, ("Gas Turbine Engines") and such other parts and equipment as more fully described in the written agreement between GdF and Centrax (the "Original Contract");

WHEREAS GdF, having taken title to the Packages under the Original Contract, by that separate Equipment Purchase Agreement with EPS dated June 23, 2010, has agreed to sell and convey to EPS all rights, title and interest to the Packages; and

WHEREAS in connection with EPS purchasing the Packages from GdF, Rolls-Royce agrees to directly provide EPS a warranty on the Gas Turbine Engines upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises stated herein, the Parties agree as follows:

Article 1. Warranty

Rolls-Royce warrants the Gas Turbine Engines as follows:

Rolls-Royce warrants to EPS that the Gas Turbine Engines will be free from defects in material or workmanship caused by Rolls-Royce for twelve (12) months from the date upon which power is generated for any purpose other than as required for the commissioning of the Gas Turbine Engines or eighteen (18) months from the effective date of this Agreement whichever occurs sooner. Equipment, parts or materials repaired, refurbished or overhauled for the Gas Turbine Engines by Rolls-Royce shall carry such warranty for six (6) months from date of delivery. The obligation of Rolls-Royce and EPS's sole and exclusive remedy hereunder shall be limited, at Rolls-Royce's option, to replacement or repair of any Gas Turbine Engine parts which are returned to Rolls-Royce's facility within the warranty period or within thirty (30) days

thereafter, transportation charges to Rolls-Royce's facility prepaid, and determined by Rolls-Royce to be a warrantable item, and Rolls-Royce will return such replacement or repaired parts with commercially reasonable transportation charges at the expense of Rolls-Royce. IF EPS desires repair to be performed at the project site, all expenses incurred by Rolls-Royce above and beyond those that would have been incurred if the repair had been performed at Rolls-Royce's facility, are EPS's responsibility. If Rolls-Royce fails to respond to an EPS claim of defect within three (3) days after EPS notifies Rolls-Royce of the claim, EPS may remedy the defect and charge Rolls-Royce for the reasonable cost of the necessary repairs, which repairs must be performed in a commercially reasonable manner.

Notwithstanding the foregoing, Rolls-Royce shall have no obligation hereunder to any of the third party packaged material other than the Gas Turbine Engines. Accordingly, except as explicitly set forth herein, Rolls-Royce makes no representations or warranties of any kind relating to EPS's equipment, systems, or any components, parts or modules thereof, or the operation or performance of any of the foregoing alone or in conjunction with any equipment or services provided by Rolls-Royce. Additionally, the obligations of Rolls-Royce set forth in this clause apply only if the Gas Turbine Engines are installed in compliance with Rolls-Royce's installation and commissioning procedure, used, operated, maintained, inspected and repaired in accordance with Good Utility Practice and maintenance procedures and the recommendations of Rolls-Royce or Centrax, all as set forth in service and support manuals, bulletins or other written instructions furnished by Rolls-Royce or Centrax.

Rolls-Royce shall be responsible for ensuring that any required licence or authorisation is in place for the export of the Gas Turbine Engine parts and related technical data and/or assistance from Rolls-Royce to Site. EPS shall be responsible for obtaining any required licence, permit or authorisation for the import into a country other than that in which the Site is located, re-export, or original export (if Rolls-Royce delivers the Gas Turbine Engine parts to EPS's facilities located in the United States) of the Gas Turbine Engines and related technical data and/or assistance.

Each party agrees to comply, and to cooperate with the other party in complying, with all applicable export/import requirements.

THE EXPRESS BENEFITS OF THE ABOVE WARRANTY GRANTED TO EPS REPRESENT THE ENTIRE RESPONSIBILITY AND LIABILITY OF ROLLS-ROYCE IN RESPECT OF ALL WARRANTIES EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, AND ANY OTHER OBLIGATIONS AND LIABILITIES WHATSOEVER OF ROLLS-ROYCE RELATING TO THE GAS TURBINE ENGINES. .

Article 2. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, excluding its conflict of law rules, provided that any provision of such law invalidating any provision of this Agreement, or modifying the intent of the Parties as expressed in the terms of this Agreement, shall not apply.

Article 3. Effectiveness

This Agreement shall become effective upon the date when signed by both Parties.

Article 4. Entire Agreement

This Agreement represents the entire agreement between the Parties and supersedes in its entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either Party. Rolls-Royce shall not be liable for any representations relative to the Packages made by any third party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

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

ROLLS-ROYCE ENERGY SYSTEMS INC.

ENERGY PARTS SOLUTIONS, LLC

By: Thomas N Sacco

By: Scott Dieball

Print Name: THOMAS N SACCO

Print Name: SCOTT DIEBALL

Title: EXECUTIVE VICE PRESIDENT

Title: VICE PRESIDENT

Date: JUNE 25, 2010

Date: 6/24/10