

## SERVICES AGREEMENT

**THIS** Services Agreement ("Agreement") is made and entered into effective as of the 5th day of April, 2010, by and between ProEnergy Services, LLC, a Missouri limited liability company, having an office at 2001 ProEnergy Blvd., Sedalia, Missouri 65301 ("ProEnergy"), and Rolls-Royce Energy Systems Inc., a Delaware corporation, having an office at 105 North Sandusky Street, Mount Vernon, Ohio 43050 ("Rolls-Royce").

**IN CONSIDERATION OF** the mutual promises contained herein, the parties agree as follows:

**1. Scope of Services.** Rolls-Royce agrees to facilitate and assist in the sale of the four (4) new Rolls-Royce Trent 60 Gas Turbine Packages (the "Equipment") to ProEnergy which are owned by GDF Suez for a purchase price of U.S.\$19,000,000 per gas turbine package (U.S.\$76,000,000 for all four gas turbine packages).

**2. Compensation.** ProEnergy agrees to pay Rolls-Royce U.S.\$2,000,000 for the services performed under Section 1 above (the "Fee"). The Fee shall be paid to Rolls-Royce two (2) business days from the date ProEnergy and GDF Suez close on the sale of the Equipment and ProEnergy receives an executed copy of the bill of sale or such other written instrument which evidences that title in and to the Equipment has transferred to ProEnergy. The payment of the Fee to Rolls-Royce will be made in U.S. currency effectuated by wire transfer pursuant to the following instructions:

Account Name:	Rolls-Royce Energy Systems Inc
Bank:	JPMorgan Chase, 1 Chase Manhattan Plaza, New York, NY 10005
SWIFT:	CHASUS33
ABA No:	021000021
Account No:	400-707799

If ProEnergy and GDF Suez fail to execute a written agreement for the purchase and sale of the Equipment (the "Purchase Agreement") within thirty (30) days from the effective date of this Agreement then this Agreement shall be deemed null and void and of no further force and effect except (i) ProEnergy will still be obligated to pay Roll-Royce the Fee in the case where ProEnergy subsequently purchases the Equipment from GDF Suez within one (1) year from the date of this Agreement and (ii) in any case the parties obligations under Section 3 below shall survive. If a Purchase Agreement executed by ProEnergy and GDF Suez is subsequently terminated due solely to the fault of ProEnergy then ProEnergy will be obligated to pay Rolls-Royce the Fee within two (2) business days of said date of termination.

**3. Non-Disclosure and Non-Use of Proprietary Information.** During the performance of the services under this Agreement the parties may have access to certain the other party's confidential or proprietary information ("Confidential Information"). The parties agree that neither shall use or disclose the other party's Confidential Information, directly or indirectly, to any person, firm, corporation or business enterprise, without the prior consent of the other party except on a "need to know" basis for purposes of carrying out the intent and purpose of this Agreement.

**4. Governing Law and Disputes.** The laws of the State of New York will govern the validity, interpretation and performance of this Agreement without regard to any choice of law provisions. Any unresolved dispute, controversy or claim arising between the parties that arises out of or relates to this Agreement shall be settled by friendly consultations of senior officers of the parties, and absent such settlement within thirty (30) days thereof, by binding arbitration administered by the American Arbitration Association in accordance with its Rules, as such pertain to arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party nor the arbitrators may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that all questions

concerning the arbitrator's jurisdiction shall be decided by the arbitrator. All fees and expenses of the arbitration (exclusive of filing fees for claims and counterclaims) shall be borne by the parties equally. Each party shall bear the expense of its own counsel, experts, witnesses, and presentation of proofs.

**5** **Miscellaneous.** This Agreement may be amended only by a written instrument executed by both parties hereto. No right or privilege arising under this Agreement may be waived except by the written consent of the waiving party. Any such written waiver shall be effective only in the specific instance and for the specific purpose given. The undersigned parties acknowledge that each party has reviewed this Agreement and has had an opportunity to have its legal counsel, if any, review this Agreement. The undersigned parties hereby agree that the normal rule of construction to the effect that any ambiguities or provisions capable of more than one interpretation will be resolved in favor of the non-drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which together shall constitute but one and the same agreement. If any part of this Agreement shall be determined illegal, invalid or unenforceable by any court or tribunal, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any part not so determined and this Agreement shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this Agreement. Rolls-Royce is considered and shall be treated as an independent contractor in all respects in performing its services hereunder. Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to the individuals signing this Agreement at the addresses listed hereinabove. Neither party may under any circumstances assign or transfer this Agreement or any interest, payment, obligation or right hereunder and any such assignment or transfer in violation hereof shall be null and void and of no force or effect. This Agreement, including all matters expressly incorporated herein by reference, sets forth the entire agreement and understanding between the parties relating to the subject matter contained herein and supersedes all other agreements, oral or written, previously made between the parties relating to such subject matter.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the date first written above.

Rolls-Royce Energy Systems Inc.

ProEnergy Services, LLC

By:   
Thomas N. Sacco  
Executive Vice President Commercial/Legal

By:   
Scott Dieball  
Vice President