

EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (the "Agreement") is made effective as of the ___ day of February 2010 (the "Effective Date"), between **ENERGY PARTS SOLUTIONS, LLC**, a Missouri company ("Seller"), and **DERWICK ASSOCIATES, S.A.**, a Panamanian company ("Buyer").

RECITALS

Buyer desires to purchase two (2) new GE Frame 7F 60 Hz gas turbine generator sets and two (2) previously operated and refurbished GE LM6000 60 Hz gas turbine generator sets, as further described in Exhibit A (each gas turbine generator set sometimes referred to as a "Unit" and collectively referred to as the "Equipment").

Seller desires to sell the Equipment to Buyer.

The parties further agree that once they have executed this Agreement that they will immediately commence negotiations and execute one or more agreements whereby Seller and/or one of its affiliates or subsidiaries will install, startup and commission the Equipment in Venezuela all on a fast-track basis.

FOR AND IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

1. PURCHASE AND SALE OF EQUIPMENT

Upon the terms and subject to the conditions contained herein, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Equipment.

2. PURCHASE PRICE; PAYMENT TERMS

2.1 Purchase Price

The purchase price for the Units is as follows:

U.S.\$38,500,000 for each of the two (2) GE Frame 7F Units for a total of U.S.\$77,000,000
 U.S.\$17,000,000 for each of the two (2) GE LM6000 Units for a total of U.S.\$34,000,000

The total purchase price for all the Equipment is a total of U.S.\$111,000,000

(the "Purchase Price").

2.2 Payment Terms

- 2.2.1 On or before two (2) days from the Effective Date the Buyer shall wire to Seller in immediately available funds a non-refundable downpayment of U.S.\$1,700,000 for the GE LM6000 Units.
- 2.2.2 On or before two (2) days from the Effective Date the Buyer shall wire to Seller in immediately available funds a non-refundable downpayment of U.S.\$38,500,000 for the GE Frame 7F Units.

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- 2.2.3 On or before twenty (20) days from the Effective Date the Buyer shall wire to Seller in immediately available funds the final payment of U.S.\$38,500,000 for the GE Frame 7F Units.
 - 2.2.4 On or before thirty (30) days from the Effective Date the Buyer shall wire to Seller in immediately available funds U.S.\$25,500,000 for the GE LM6000 Units.
 - 2.2.5 On or before Seller's written notice of readiness to ship the GE LM6000 Units the Buyer shall wire to Seller in immediately available funds the final payment of U.S.\$6,800,000 for the GE LM6000 Units.

All funds wired to Seller shall be sent according to the following instructions:

US Bank
3615 W Broadway Blvd
Sedalia, MO 65301
Routing Number: 081000210
Account Number: 152307883347
SWIFT Code is: USBKUS44IMT (that is an 'I' and not a '1')

If the downpayment of the Purchase Price for either the GE LM6000 Units or GE Frame 7F Units is not paid to Seller within two (2) days from the Effective Date then Seller may terminate this Agreement in whole or in part without further obligation or liability. In the case where payment is delayed and one or more Units are no longer available for sale then, at the option of Seller, said Unit(s) may be excluded from the sale hereunder and the total Purchase Price for the Equipment will be reduced by the Purchase Price for said Unit(s).

3. ASSUMPTION OF LIABILITIES; REMOVAL AND TRANSPORTING OF EQUIPMENT; TITLE AND RISK OF LOSS

3.1 Assumption of Liabilities

Upon payment of the full amount of the Purchase Price for a Unit the Buyer shall assume and agree to pay, perform and discharge when due all liabilities arising out of, in connection with, or related to the ownership, storage, removal, operation, use, or maintenance of the Unit relating to periods on or after said date.

3.2 Removal and Transporting of Equipment

After Seller's receipt of the Purchase Price for a Unit, the Seller agrees to assist Buyer and its representatives in gaining access to the Unit where it is stored or located so that Buyer can remove and transport the Unit. Buyer will at all times while at the storage facility abide by the applicable safety rules and regulations. ~~Buyer will work closely with Seller's and its representative's and agent's personnel to~~ ensure that Buyer's activities shall not interfere with any other activities on-going at the facilities. Buyer shall be responsible for all storage charges for the Unit after the date of Seller's receipt of the Purchase Price for the Unit. In the event Buyer retains Seller to crate, remove and transport the Unit from its present location, then Seller will agree to do so at cost plus 15% and the Parties will execute a separate Purchase Order for said the additional work which will include a mutually agreeable advance of funds so that Seller can mobilize and commence the work.

3.3 Title and Risk of Loss

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Selling Price \$111,000,000

Cash Receipts:

Date	Comment	Amount
2/25/2010		\$50,000,000

Total Cash Receipts \$50,000,000

Revenue

Equipment Description	Quantity	Unit Price	Total
GE 7F	2	\$ 38,500,000.00	\$ 77,000,000.00
GE LM6000	2	\$ 17,000,000.00	\$ 34,000,000.00

Total \$ 111,000,000.00

Net Profit	\$21,861,902.00
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