



2031 Adams Road
Sedalia, Missouri 65301

tel 660.829.5100
fax 660.829.1160

April 8, 2010

Electricidad de Caracas
Avenida Vollmer, Urb. San Bernardino,
Caracas
República Bolivariana de Venezuela

Attn: Alfonso Rodriguez

Dear Alfonso:

At the request of Derwick Corporation, Energy Parts Solutions LLC (EPS), a ProEnergy company, is pleased to confirm to C.A. La Electricidad De Caracas (EDC) that in connection with the sale of the equipment described as the 2 x GE LM2500+ Dual Fuel and 4 x GE LM6000 Dual Fuel and 2 Pratt & Whitney Power Pack FT-4 only liquid Combustion Turbo Generator Sets for the EDC Power Projects Facilities (the "Equipment"), EPS warrants the Equipment pursuant to the following terms:

There are no defects in material and workmanship in the Equipment for a period of twelve (12) months from the installation of the Equipment at the project site or eighteen (18) months from the date of EPS's receipt of final payment of the purchase price for the Equipment, whichever occurs first. In the event of a warranted defect in the Equipment occurs during the warranty term and EPS is so notified within said period, EPS shall correct such defect by either repair or making available a repaired or replacement component, or part thereof, at EPS's place of repair/replacement. The purchaser of the Equipment shall be responsible for removing, transporting and installing any defective or repaired/replaced component or part thereof. These terms of warranty set forth the exclusive remedies for all claims based on failure of or defect in the Equipment whether the failure arises before, during or after the warranty period and whether said claim is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. The duties of EPS hereunder do not extend to any repairs, adjustments, alterations, replacements or maintenance that may be required as a result of normal wear and tear in the operation of the Equipment, normal degradation in the performance of the Equipment, or as a result of (i) improper repair or alteration by the purchaser of the Equipment or any other person (other than EPS or its affiliates), (ii) misuse, negligence or damage by the purchaser of the Equipment or any other person (other than EPS or its affiliates), (iii) misuse, negligence or damage by the purchaser of the Equipment or other persons (other than EPS or its affiliates), (iv) excessive operation at peak capacity, frequent starting, type of fuel, detrimental air inlet conditions, or erosion, corrosion or material deposit of fluids. The warranty and

remedies are further conditioned upon (a) the proper storage, installation, operation and maintenance of the Equipment and conformance with the operation and instruction manuals provided by the suppliers and manufacturers, (b) repair or modification pursuant to the instructions of the suppliers and manufacturers and as otherwise directed by EPS, and (c) either (y) installation, startup and commissioning of the Equipment will be performed by EPS or one of its affiliates under separate agreement or (z) on-site supervisory services for the installation, startup and commissioning of the Equipment will be performed by EPS or one of its affiliates under separate agreement. **EPS HEREBY DISCLAIMS ANY OTHER WARRANTY EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE EQUIPMENT.**

Should you have any questions regarding the foregoing please do not hesitate to contact the undersigned.

Very truly yours,



Joaquin Mavares
Director of International Sales

Cc: Pedro Trebbau Derwick Corporation
Alejandro Betancourt Derwick Corporation
Scott Dieball ProEnergy
Jeff Canon ProEnergy