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Pedro Trebbau Lopez  
DERWICK Associates

MMG Tower  
16th Floor  
53rd Street  
Urb. Marbella  
Panamá City, Panamá

Re: Warranties for the LM2500

Dear Pedro,

ProEnergy Services differentiates from other vendors because we are more than just a provider of equipment. Our company is able to sell, refurbish and provide a warranty for the supplied equipment. In the case of DERWICK Associates, we have procured the two GE LM2500PE Turbines, the packages are currently being refurbished in our shop, and both gas generators have been sent to Germany to an authorized GE repair shop (which will include their standard warranties for the refurbishing of those gas generator).

The warranty for the workmanship provided by ProEnergy Services is as follow:

Seller hereby represents and warrants to Buyer that:

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 Buyer's site or eighteen (18) months from the date of Notice of Readiness to Ship, whichever occurs first. In the event of a warranted defect in the Equipment occurs during the warranty term and Buyer so notifies Seller within said period, Seller shall correct such defect by either repair or making available a repaired or replacement Equipment, or part thereof, at Seller's place of repair/replacement. Buyer shall be responsible for removing, transporting and installing any defective or repaired/replaced Equipment or part thereof. The terms set forth in this Section 4.1(i) sets forth the exclusive remedies for all claims based on failure of or defect in the Equipment provided under this Agreement 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 Seller under this Section 4.1(i) 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 Buyer or any other person (other than Seller or its affiliates), (ii) misuse, negligence or damage by Buyer or any other person (other than Seller or its affiliates), (iii) misuse, negligence or damage by Buyer or other persons, (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 and (b) repair or modification pursuant to the instructions of the suppliers and manufacturers and as otherwise directed by Seller. **SELLER 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.**

Jeff Canon

CEO-President  
ProEnergy Services