



2031 Adams Road
Sedalia, Missouri 65301

tel 660.829.5100

October 16, 2009

Generadora Del Atlántico S.A
Calle 7 No 39 - 2 15 Oficina 705
Medellin, Colombia
Attention: Mr. Uriel Salazar

Sent Via Email: uriel.salazar@ic-asesorias.com

Dear Uriel:

To follow up on our conversation yesterday, this letter sets forth ProEnergy's offer to resolve the issues that we have been discussing these past weeks:

1. Within 48 hours of receipt of ProEnergy's written notice that Unit No. 200 has run and produced at least 50MWs, GENA agrees to pay ProEnergy in full, without further delay, offset, or backcharge of any kind or nature, U.S.\$1,000,000, which amount will be credited towards payment of the purchase price under the Equipment and Services Agreement dated April 3, 2008, by and between the parties (the "Agreement"). Such payment will be sent by wire transfer, supported by written bank confirmation that the funds have been sent, prior to the expiration of the 48 hour period.
2. No later than December 20, 2009, GENA agrees to pay ProEnergy (or its affiliate as the case may be) in full, without further delay, offset, or backcharge of any kind or nature, the following:
 - (a) U.S.\$4,291,835.39, which amount represents all outstanding due and unpaid invoiced receivables owed to ProEnergy with respect to equipment and services furnished under the Agreement as of October 16, 2009 (less the U.S.\$1,000,000 to be paid pursuant to Section 1 above),
 - (b) U.S.\$1,974,245.33, which amount represents all outstanding due and unpaid invoiced receivables owed to ProEnergy (or its affiliate) with respect to operation, maintenance and repair services furnished under the O&M agreements executed between the parties (or their affiliates) as of October 16, 2009, and
 - (c) any other amounts ProEnergy (or its affiliate) invoices GENA in due course between October 16, 2009, and December 20, 2009, pursuant to the various project agreements between the parties.

Such payments will be sent by wire transfer, supported by written bank confirmation that the funds have been sent, on or before December 20, 2009.

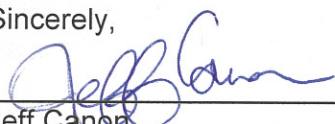
3. No later than October 31, 2009, duly authorized representatives of GENA and ProEnergy will meet at ProEnergy's offices in Sedalia, Missouri to review and resolve all pending change orders submitted by ProEnergy with respect to the project. The parties further agree that upon resolution all amounts owed to ProEnergy with respect to such changes orders will be paid in full, without further delay, offset, or backcharge of any kind or nature, no later than December 20, 2009. Such payment will be sent by wire transfer, supported by written bank confirmation that the funds have been sent, on or before December 20, 2009.
4. ProEnergy will immediately ship the steam turbine rotor to the project site as soon as a ship and transportation arrangements can be secured through third party shippers. As soon as the arrangements have been secured ProEnergy will notify GENA as to the shipping itinerary and the expected date of delivery and will keep GENA informed on a weekly basis of the progress of the shipment. Notwithstanding shipment of and GENA's possession of the rotor, title in and to the rotor shall remain with ProEnergy until the date ProEnergy receives payment in full of the amounts set forth in Sections 1, 2 and 3 above.

If GENA agrees with the terms of this letter please executed in the space provided below and return a copy to me at your earliest convenience. Once executed by both parties, the parties agree to faithfully and in good faith fulfill their respective obligations under this letter agreement without further delay or excuse.

Any delay in GENA making any payment under this letter agreement shall be subject to the same late penalty of 1.0% per month as set forth in Section 3 of the Agreement, which terms are incorporated in this letter agreement by reference. Any default in either party fulfilling its obligations under this letter agreement shall be subject to the same provisions for termination, governing law and dispute resolution as set forth in Sections 10 and 12 of the Agreement, which terms are incorporated in this letter agreement by reference.

Except as expressly modified by the terms of this letter agreement, the parties agree that the Agreement is still in full force and effect and has otherwise not been modified.

Sincerely,



Jeff Canon
President and CEO

Agreed and Accepted:

Generadora Del Atlántico S.A

By: _____

Name: _____

Title: _____

Date: _____