

PROPOSAL

Presented to:

Generadora Del Atlantico

For

66MW Wartsila EPC



By



Proposal No. FS08-1214

April 2, 2008

<p>This document is privileged and contains confidential information intended for use only by Generadora Del Atlantico.</p>

1.0 Introduction

ProEnergy Services ("ProEnergy") is pleased to provide this proposal to Generadora Del Atlantico ("GDA") for the turnkey EPC of Wartsila 18V32 Diesel Generators with a total capacity of 66MW operating in 60hz for your project located in Columbia.

ProEnergy will provide for the turnkey procurement, installation, startup and commissioning of eleven (11) Wartsila 18V32 Diesel Generators for the pricing below.

2.0 Equipment Information

All diesel engines are of four stroke, direct injected, turbocharged, intercooled design.

Make	:	Wartsila Vasa
Configuration	:	Vee
Number of Engines	:	Eleven
Engine Type	:	11 x 18V32
Number of Cylinders	:	18
Cylinder Bore	:	320 mm
Stroke	:	350 mm
Speed	:	720 rpm
Mean piston speed	:	8.4 m/s
Mean effective pressure	:	21.9 bar
Swept volume per cylinder	:	28.15 m ³
Compression ratio	:	12:1
Direction rotation	:	
Facing towards flywheel	:	Clockwise
Rate Output	:	6600 Kw

2.0 Pricing

ProEnergy will provide the turnkey EPC including startup and commissioning for the fixed price of **\$61,000,000.00**.

2.1 Taxes

All in country taxes, duties, etc. are the responsibility of GDA.

2.2 Assumptions/Clarifications

The following assumptions and clarifications apply:

- GDA will be responsible for interconnect between transformers and grid.
- Need to confirm the interconnect voltage to firm up the substation cost.
- This price excludes fuel tanks and fuel lines.
- Piles are not included in pricing.
- Transmission is not included in the pricing.
- Installation of all units is at one site.

3.0 Terms & Conditions

This proposal shall expire within thirty (30) days; provided, however, the terms of this Section and the obligation to treat this proposal as confidential and that it cannot be shared with any third party without the prior written consent of ProEnergy shall survive.

Invoices shall be generated based on mutually agreed upon milestones and shall be due and payable within ten (10) days of receipt.

Notwithstanding any term in this proposal or any resulting purchase order/contract to the contrary, in no event shall ProEnergy be responsible for consequential or incidental damages resulting from the use of this proposal or the performance of any work by ProEnergy in relation to this proposal. This proposal shall be subject to the terms and conditions to be mutually agreed upon between ProEnergy and GDA.

4.0 Acceptance

Please return a signed and dated copy of this proposal along with a Purchase Order number to confirm acceptance of this proposal.

ProEnergy Services LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Generadora Del Atlantico

By: _____

Printed Name: _____

Title: _____

Date: _____