TM2500+ MOBILE GAS TURBINE PACKAGE

including SCOPE OF SUPPLY
I. ONE (1) UNUSED x TM2500+ MOBILE DUAL FUEL 50/60HZ. GAS TURBINE GENERATOR PACKAGES

USP&E are offering One (1) Unused X TM2500+ Mobile Dual Fuel 50/60Hz. Gas Turbine Generator Package available for immediate sale as a result of a cancelled offshore South American project, and which are unused, tested and stored in line with OEM instructions. Serial numbers will be supplied at expression of interest. Technical Scope of Supply – as noted below.

Engineering, Installation and Commissioning Services, Tooling, Spare Parts, LTSA etc. are available under separate contract. The condition of all equipment should be considered unused surplus, and tested, with all latest controls and auxiliary systems. All GE test reports and certifications will be made available to qualified customer. All units manufactured in 2014. Owner will schedule a physical inspection at the client’s convenience. All units are manufactured with dual frequency and voltage output based on 50 or 60 cycle application. Owner will require 4 weeks to ready units for shipping and to set frequencies and synchronize voltages. In most circumstances, barring unforeseen modifications required, this Gas Turbine Package can be ready to ship within 4 weeks and only after full payment. This is a cash only transaction with flexibility negotiating the schedule of payment milestones. Letters of credit are not accepted for this purchase as packages are in storage, fully manufactured and remain under OEM warranty. Owner will facilitate all aspects of the purchase sale transaction conveying clear title and reassignment of all remaining warranties and entitlements attached to these assets.

II. TM2500+ TECHNICAL SCOPE OF SUPPLY

ONE (1) TM2500+ MOBILE GAS TURBINE GENERATOR SET

Each TM2500+ consists of two trailers and auxiliary equipment described below. The trailers include the main trailer and auxiliary trailer. The inlet airfilter assembly and exhaust duct assembly ship loose, and are assembled onto the main trailer during commissioning. In addition to the above, Owner can also supply and ship various spare parts and tools as required. The trailers and auxiliary equipment is described in more detail below. The scope of supply included with the one (1) Turbine Package is defined and described as follows:

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<tr>
<th>Technical Data*</th>
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<tr>
<td><strong>60Hz</strong></td>
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<tr>
<td>Water injection (NOx= 25 ppmvd@15% O2)</td>
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<tr>
<td>Output (MW)</td>
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<td>Heat rate (Btu/kWh)</td>
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<td>Heat rate (kW/kWh)</td>
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<tr>
<td>Efficiency (%)</td>
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<tr>
<td>Pressure ratio</td>
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<tr>
<td>Power turbine speed (RPM)</td>
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<td>Exhaust flow (lb/sec)</td>
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<td>Exhaust flow (kg/sec)</td>
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<td>Exhaust temp (F)</td>
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<td>Exhaust temp (C)</td>
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*60Hz based on a Brush air-cooled generator w/brushless excitation @ 0.90 PF; 50Hz cooling air, 13.8kV (50 Hz @ 11.5 kV), Ambient air: 30°F; 50% RH, Sea level
1.1 Main Trailer

The main trailer consists of the following components of a seven-axle, air ride suspension trailer (3+4) and a 3-axle jeep are used to transport the main trailer components. The trailer and jeep combination is approximately 108' (32.9m) long (less tractor) during transport and weighs approximately 210,000 pounds (95,254 kg) fully loaded. At the jobsite, the jeep and trailer gooseneck are removed as well as the 3 rear axles of the trailer. With these pieces removed, the main trailer is approximately 68.25' (20.8m) long during operation, measured from the plenum on one end to the footing on the other. Ten landing legs are provided to support and level the equipment at the jobsite. Appropriate site foundation is not part of the scope of supply.

Gas Turbine

The gas turbine is a General Electric LM2500 PKMDW model ISO rated for continuous duty and configured for operation on either natural gas or liquid fuel. Each is configured for optional water injection for NOx reduction, if required. Altitude, humidity, and inlet and exhaust losses will affect power output and heat rate. In addition to the inlet air filter, the engine is equipped with a stainless steel mesh screen in the inlet air stream for "last chance" protection against foreign object damage. The engine is shock mounted for shipping and shipped in position, with the exception of the coupling spacer, which is installed during commissioning.

Generator

The generator is an air-cooled, open air, 2-pole, 50/60 Hz, 0.85-.99 PF (lagging) capable Brush generator. The generator includes a brushless excitation system with permanent magnet generator. Neutral, line side cubicles, medium voltage switchgear are included. The generator is hard mounted to a base on the main trailer and includes generator air inlet filtering and air silencing. The generator is operated at class F temperature rise.

Turbine Enclosure

The equipment package is supplied with a weatherproof acoustic enclosure for the gas turbine. The enclosure is completely assembled and mounted over the equipment prior to testing and shipment. Provisions for turbine removal and personnel access are included. The turbine compartment is fully ventilated by 2 x 50% ventilation fans (provided in the air filter).

Fuel System

The gas turbine, auxiliary equipment, and controls are all configured for gas, liquid, or dual fuel operation. The TM2500+ is supplied with a natural gas fuel system using an electronically controlled fuel-metering valve. For full-load operation, the gaseous fuel must be supplied to the Auxiliary Trailer skid connection at: 320 MMBtu/hr Max; 180 °F [82 °C]; Max; 520 +/- 20 PSIG (3,585 +/- 138 kPaG); and filtered to 5 or less Microns. The buyer must provide gas fuel that is clean, filtered and compliant with General Electric specification MID-TD-0000-1. The package is also equipped with a liquid fuel system. Typical liquid fuels include DF1, DF2, or JP4. For full-load operation, buyer must supply liquid fuel to the connection at the Auxiliary Trailer Skid at 40 GPM (151.4 L/min], 30 ± 10 PSIG (207 ± 69 kPaG], filtered to 5 Microns and at least 20°F (11°C) above the wax point temperature. The buyer must provide liquid fuel that is clean, filtered and compliant with General Electric specification MID-TD-0000-2.

All necessary shutoff valves, flow meter, piping and instruments between the Auxiliary Trailer Skid connection and the engine are included. Buyer must provide supply piping with sampling ports, fuel system filtration and applicable shut-off valves and containment per local codes and standards.
Water Injection System
The equipment package is capable of water injection for NOx reduction. For full-load operation, the demineralized water must be supplied to the Auxiliary Trailer Skid connection at 28 GPM (106 L/min), 15 PSIG (103 kPaG) Minimum, 40 to 140 °F (4 to 60 °C) filtered to 10 Microns. The buyer must provide demineralized water that is clean, filtered and compliant with General Electric specification MID-TD-0000-3.

All necessary shutoff valves, flow meter, piping and instruments between the Auxiliary Trailer Skid connection and the engine are included. Buyer must provide supply piping with sampling ports, fuel system filtration and applicable shut-off valves and containment per local codes and standards.

Lube Oil Systems
The equipment package is supplied with two separate lube oil systems; one for the gas turbine and one for the generator. The oil reservoirs and piping are all stainless steel, and the lube oil system valves have stainless steel trim. Each lube oil system has a pump, simplex filters, necessary valves and instrumentation, and thermostatic-controlled electric heaters. A dual fan, single core fin fan cooler is provided to cool turbine, generator lube oil and hydraulic oil. The cooler is mounted on the Auxiliary Trailer and the rest of the lube oil systems are mounted on the Main Trailer. Buyer must provide any additional containment per local codes and standards.

Switchgear
The equipment package is supplied with a 3 section NEMA 3R switchgear enclosure. The switchgear includes a set of generator circuit breaker equipment, 2 sets of incoming line voltage monitoring equipment, a marshaling cabinet and a set of switchgear accessories. Permanent cable terminations from the neutral and line-side of the generator are also included.

1.2 Auxiliary Trailer
The Auxiliary Trailer is approximately 48' (14.6 m) long and 8'-6" (2.6 m) wide and weighs approximately 62,000 pounds (28,122 kg) fully loaded. The trailer is provided with a tandem air ride suspension and includes the equipment listed below. Four landing legs are provided to support and level the trailer at site.

Auxiliary Trailer Skid
The Auxiliary Trailer Skid includes fuel and water injection system components not mounted on the main trailer. The pumps, filters and necessary instrumentation are connected to the main trailer components at site with interconnect hoses. The Auxiliary Trailer Skid also includes the hydraulic start system and water wash system described below.

Electro-Hydraulic Start System
The equipment package is supplied with a hydraulic starting system, which includes an electric motor driven hydraulic pump assembly, filters, and a fin/fan heat exchanger mounted on the auxiliary equipment module. A hydraulic motor is also mounted on the gas turbine accessory gearbox to turn the gas generator shaft. All piping and fittings on the base plates, plus hydraulic connections between the auxiliary equipment module and the main base plate are also furnished.

"Off Line" Soak Wash System
The equipment package is supplied with an "off-line" cleaning system, with a water wash reservoir and all necessary filters and instrumentation supplied. Buyer is required to provide purified water to the standards listed in the water injection system.
Fire Protection System
The equipment package is supplied with an installed fire protection system complete with hydrocarbon sensing and thermal detectors, piping and nozzles in the engine compartment. The fire protection system includes cylinders containing CO2 mounted on the Auxiliary Trailer. An included 24 VDC battery and charger powers the fire protection system (located in the control house.) All alarms and shutdowns are annunciated at the unit control panel. An alarm sounds at the turbine if the gas detectors detect high gas levels, or if the system is preparing to release the CO2. When activated, the package shuts down, and the primary CO2 cylinder is discharged into the turbine compartment via multiple nozzles, and the ventilation dampers automatically close. After a time delay and if required, the reserve supply of CO2 is discharged.

Fin Fan Cooler
The equipment package is supplied with a 100% redundant dual fan, single core cooler with separate coils for the turbine, generator lube oil and hydraulic oil. The cooler is equipped with all interconnect piping and instrumentation necessary for the three circuits.

Control House
The basic equipment package is supplied with a lighted, insulated 22' (6.7 m) long by 8'-6" (2.6 m) wide control house. The control house is equipped with an access door, air conditioner/heater, and a hand-held fire extinguisher. The control house is used to package the equipment listed below.

Digital Control System
The control system features an integrated electronic fuel management system with a programmable sequencer, vibration monitor, fire system monitor, digital meter, and a digital generator protective relay module. A desktop or laptop PC with separate workstation and chair is provided for HMI control. Alarm and shutdown events are displayed on the HMI automatically. A dedicated 24V DC battery system with power charger is included in the control house.

Generator Protective Relays
The equipment package is supplied with two (2) Integrate Generator Protection System (IGPS) microprocessor-based relay modules, mounted in the turbine control panel. One IGPS is configured for 50Hz and one IGPS is configured for 60Hz. The appropriate IGPS will be selected for use at Site. The IGPS includes all functions necessary for protection of the generator.

Unit Motor Control Center
A freestanding lineup of motor controls for all TM2500+ package motors is supplied. The motor control center is installed in the control house and also includes a 45 kVA lighting and distribution transformer.

Battery and Charger System
The equipment package is supplied with a 24 VDC NiCad battery system for control power and fire system and charger for each. In addition, a 125 VDC NiCad battery system with charger is supplied for the generator lube pump. The 125VDC battery charger has a selector switch to receive power from either the MCC or an external generator to charge the batteries. The battery systems are fully wired and mounted in racks and are installed in the control house along with the wall-mounted chargers.

1.3 Gas Turbine Air Filter Assembly
The air filter is approximately 27'(8.2 m) long and 10'-11" (3.33 m) wide and weighs approximately 20,000 pounds (9072 kg) fully loaded. The air filter is equipped with a two-stage filtration system for both ventilation and
combustion air with panel type pre-filters housed in hinged doors and high efficiency barrier filters. The air filter includes weather hoods installed in front of the filtration system and inlet silencers. An inlet plenum with hatch is provided for access to the FOD screen for maintenance. Ventilation fans for the turbine enclosure are installed in the air filter assembly. Two 50% fans and a bypass damper are installed. All of the items listed are housed in the filter house that is complete with an access door for maintenance, separate air paths and turning vanes and the necessary instrumentation. For connection to the Main Trailer, the air filter is hard mounted directly on top of the combustion and ventilation inlet plenum.

1.4 Gas Turbine Exhaust Assembly
The exhaust is approximately 17'(5.2 m) long and 10'-3"(3.1 m) wide and weighs approximately 20,000 pounds (9,072 kg) fully loaded.

1.5 Grounding
Each trailer is supplied with grounding pads for inter-connection between each trailer to a grounding grid. Completing trailer-to-trailer ground inter-connection the connections to site grounding grid are not included. The grounding grid must be compliant with the General Electric "Specification for Grounding of Mobile Generation Unit."

1.6 TM2500+ The Original Design Information

Ambient Design Limits: 41°F (5°C) to 122°F (50°C)

Seismic Design Criteria (GTG Package): IBC 2009, site class D, occupancy category III, seismic design category C, Occupancy importance factor 1.25, response modification factor 2.5, Spectral Response Acceleration: at 0.2 sec-g 0.48, Spectral Response Acceleration: at 1 sec-q 0.20, g levels, Base Acceleration = 0.24

Maximum Wind Speed (Wind Load): 75MPH

Roof Live / Snow Load: 20 PSF

Near Field Noise at 3 ft. horizontal and 5 ft. vertical: 90 dB(A) arithmetic average

1.7 Remote Monitoring and Diagnostic Service Capability
Monitoring and Diagnostics Service helps plant operators improve their availability, reliability, operating performance, and maintenance effectiveness. 24x7 equipment monitoring of key parameters by factory experts may lead to early warning of equipment problems and avoidance of expensive secondary damage. Diagnostic programs seek out emerging trends on the Equipment; prompting proactive communications to avoid forced outages and extended downtime.

During the Warranty Period only, the proactive communication process includes a 24x7 call center (known as Quick Response Center) consisting of highly skilled technical representatives who can immediately begin assessing and diagnosing an Equipment problem on the phone. These technical representatives are trained to be able to remotely provide the same high level of troubleshooting support that customers would receive from an on-site controls technician. The ability for the Quick Response Center team to remotely view real-time operating data via the Monitoring & Diagnostic service accelerates troubleshooting of the Equipment. As part of the execution of the Monitoring and Diagnostic Service, Buyer will provide, if requested by Seller, a high-speed connection to the
internet and IT support in the configuration of the Virtual Private Network (VPN) as required for installation and for connection to Seller’s remote monitoring center during the installation, commissioning, and Warranty Period.

1.8 Training
One "Aero Package Operations / Familiarization" training class and one "Aero Gas Turbine Package System Maintenance training class each consisting of one-week duration for training of up to 15 operators.

1.9 Performance Testing
Performance testing of the Equipment including two mobilizations for the performance testing team is provided for under Performance Testing Services.

1.10 Balance of Plant Advice
Owner/GE will provide one (1) engineer to offer technical advice and consultation in regard to the Buyers mechanical balance of plant (which includes liquid fuel, water, and all interconnections between the Buyer’s balance of plant and the Equipment) design, scope, procurement, installation and commissioning via phone calls and/or email and for up to two (2) trips to Project Sites between the Effective Date of sale and the date that the Equipment is commercially operational. Each trip will be a maximum of five (5) calendar days.

Delivery is anticipated to be approximately 4 weeks after receipt of Purchase Order and full payment. INCOTERMS 2010 EXW (Ex-Works) FOB. Any change in the above scope may affect price and/ or delivery. Extended support services are available from Owner, GE or others under cover of a separate contract not connected to this transaction. Equipment offer is “Subject to Availability” and can be secured with a 25% non-refundable deposit after inspection subject to additional terms as set forth in Owner’s final firm fixed formal proposal.
1.11 Warranty
This equipment covered by a remaining GE limited warranty ending June 30, 2018. Additional warranty coverage can be arranged and negotiable through GE or other 3rd party service providers. Owner can provide a 10 and 20 year LTSA under cover of a separate contract.

1.12 General Payment Terms
All equipment is offered “subject to prior sale or disposition” and written confirmation by The Owner prior to acceptance of an order. All sales are cash only via bank wire with deposit and balance to be paid prior load out subject to Owner Terms and Conditions a copy of which will be provided to customer. Equipment is ready for immediate purchase and load out. The following terms will secure the units immediately:

- Bank Letter Confirmation of Funds
- Irrevocable Corporate Purchase Order accompanied by a non-refundable 50% Cash Deposit (after inspection)
- Balance Due (50%) Prior to Removal and load out.

GENERAL CONDITIONS OF SALE
Owner is the seller and provider of all equipment and services except those provided by GE. All deliveries are on a best effort basis and subject to revision due to events beyond the control of the seller. Typographic and stenographic mistakes are subject to correction. Seller assumes no liability beyond total cost of the order. Terms inconsistent with the above, which may appear on purchase order, will not be binding on seller. Owner’s Terms and Conditions are binding on this quote. All equipment is offered subject to prior sale or disposition, as is/where is unless stipulated elsewhere in purchase sale offering, and only upon written confirmation by The Owner prior to acceptance of order. Freight and Insurance (CIF) are quoted separately. All customer purchase orders are non-revocable as are all contractual agreements. All deposits are non-refundable.

2.0 PROPOSAL EXCLUSIONS, ASSUMPTIONS AND EXCEPTIONS:

- All optional balance of plant equipment (BOP), engineering, installation and commissioning services will be quoted upon request and amended to proposal.
- Letters of Credit are NOT accepted for this transaction.
Units are in protected storage and ready to ship CIF from warehouses to customer’s designated port immediately after ocean prep and packing and payment in full.

All units are considered new surplus and unused. Originally built new in 2014 and stored.

There is no fee for physical inspection.

Each unit includes any remaining unexpired factory warranty. Warranties are re-assigned directly to end-user.

Units will not be loaded out and onto vessel until 100% payment is complete.

Shipping Costs provided include Ocean Cargo Insurance. All shipping and insurance is quoted at “estimated” cost +10%.

BIFA terms and conditions, limited liability.

Taxes, duties and port charges are not included.

Excludes any legal documentation.

This estimate excludes off-skid electrical switchgear, and transformers.

Performance testing reviewed against new project application per GE’s standard practice included, dependent on client providing load capacity specifications and mode of operation etc.

Excludes any noise tests and/or limitation compliances.

This estimate excludes any off-skid fuel conditioning.

No allowances have been included for significant local currency exchange rate escalation.

This estimate excludes any in-country taxes on labor, materials, or subcontract.

All Import Taxes on Equipment and Materials: Not included in Proposal - under CIF terms those are for account of receiver.

All Custom Fees Exporting: Export customs declaration is performed by shipping entity

All Custom Fees For Importing Goods: Not included for import - under CIF terms those are for account of receiver.

All Custom Taxes: Not included - under CIF terms those are for account of receiver.

National Treasury Fees: Not included - under CIF terms those are for account of receiver.

VAT: Not included - under CIF terms those are for account of receiver.

Local Handling Fees: Yes, under CIF handling charges are included up to arrival port of import (receiver has to take control of cargo upon vessel arrival).

Deconsolidation Fee / Port Fee: Once vessel arrives and cargo is discharged, receiver would have to arrange for any further services and payment of fees under CIF terms.

Documentation Fees: Yes, would be assumed and included in under CIF.

It is always incumbent upon Owner customers to exercise proper due diligence and thoroughly inspect the equipment being offered and determine condition, maintenance history and suitability for its own use or application.

Owner will be held harmless without benefit of formal written RFP or RFQ from customer.

Owner will not provide any physical support or permit a sale of any of its equipment to any US Treasury or US State Department listed trade sanctioned country. Full disclosure of end user site location is required.

Additional Technical Field Advisory Services (T/A) are not part of this proposal except for those services provided by GE under the original purchase sale contract and warranty.

All optional equipment and services beyond that which is the subject of this Proposal and as may be requested in the future are quoted separately.

All pricing is in US Dollars via bank wire transfer. Letters of Credit (LOC) are not accepted for this order.

All Deposits and progress payments are non-refundable

Any state, federal, VAT or local taxes and any export or import tariffs are buyer’s responsibility.

Delivery Terms: For the account off end-user upon arrival at the designated port based on Incoterms 2010 Ex Works
• Quote Validity: 30th September, 2018, unless USP&E has received a deposit, or subject to prior sale, whichever occurs earlier.
• Payment Terms: Full Payment Required Prior to loading of goods on to truck or vessels.
• Terms & Conditions of Sale: The transaction shall be governed by Owners General Terms and Conditions of Sale except where explicitly agreed otherwise.

**TERMS AND METHOD OF PAYMENT**

All invoices to be payable via bank wire according to our instructions within five (5) business days of receipt. Payments will be made via electronic bank wire transfer to Owner’s account as follows:

**FOR EQUIPMENT PURCHASES:** Submission to Owner of a non-revocable company purchase order with schedule of non-refundable payments as noted as follows:

50% - Deposit at time of order (serial numbers to be provided) and execution of the Equipment Purchase Sale Agreement (EPSA);
50% - Payable upon presentation of bills of lading and certificate of readiness to ship.

**DISCLAIMER:** All equipment whether new or unused surplus, refurbished or used is offered for sale "As Is," "Where Is," with no returns and without recourse against Owner. No guarantees, warranty or other representation of performance is either expressed or implied unless specifically noted in the formal proposal documents as to the working condition of the subject equipment or warranty provisions in effect by the original equipment manufacturer (GE); and no claims will be considered for damages or missing parts not reported in the sales listing. It is incumbent upon the buyer to thoroughly inspect the equipment being offered and determine its condition, maintenance history and suitability for its use or application. This proposal document and all information contained herein is confidential and proprietary to Owner. Any unauthorized review, use, disclosure, copying or distribution is prohibited. This document may not be disclosed to others without the express written permission from Owner. This proposal document may not be used or reproduced except in rendering services to or receiving services from Owner. This notice shall appear on any reproduction, in whole or in part, of this document.