

PURCHASE SPECIFICATIONS

FOR

**ONE (1) SURPLUS DIESEL GENERATOR SET
(7 MW-9630 HP) w/Colt-Pielstick Engine**

CTG ~ DGD-0235

Presented to:

(Client)

Offered For Immediate Sale By:



November 19, 2009

Revision - 1.0

SPECIFICATION FOR BASIC SCOPE OF SUPPLY FOR ONE (1) SURPLUS DIESEL GENERATOR SET (7 MW-9630 HP) W/COLT-PIELSTICK ENGINE

OVERVIEW

The Camelot Technologies Group, Inc. (CTG) (www.Camelottech.com) is a privately held energy services and procurement company formed in 1996, with its corporate headquarters located in Tampa, Florida. CTG has been serving the global power community for a number of years, maintaining the highest level of professionalism, technical acumen and integrity in power generation surplus equipment and related components. The firm serves a variety of high-profile energy related industries in the global marketplace including utilities, telecommunications, food processing, and heavy manufacturing. CTG provides a wide variety of surplus equipment for peaking, medium and continuous duty power requirements. Our primary mission is to offer outsourced procurement and marketing services for both buyers and sellers of high quality, new, used refurbished and decommissioned utility equipment. CTG acts as the world's leading provider and global repository for hard-to-find, quality power generation systems such as gas and diesel-fired turbines, generators and complete coal, biomass and hydroelectric power plant systems.

Additionally, CTG provides utilities and refurbishes a wide assortment of certified component parts (OEM, used and aftermarket) for turbines and generators. CTG is able to facilitate every phase of the transaction including shipping, financing, leasing, and warranty, insurance, dismantling and component certification, when applicable. CTG offers a full complement of project management services as the complete enterprise solution for independent, merchant and distributed power developers. We further specialize in the feasibility, design and implementation of distributed and cogeneration power projects for municipalities, process manufacturing, and governmental, military and educational facilities

This section provides the general description, scope of the work, and supplementary requirements for equipment, materials, and services included for One (1) Surplus Diesel Generator Set (7 MW-9630 HP) w/Colt-Pielstick Engine

In general, American standard specifications are quoted throughout the Contract documents, but alternative internationally recognized standards may be substituted if approved in writing by Purchaser. Seller shall submit to Purchaser a detailed listing and

description of the codes and standards, which the equipment will meet (Exhibit B-1 fulfills this requirement), and for which substitution is being requested.

SPECIFICATION FOR ONE (1) SURPLUS DIESEL GENERATOR SET (7 MW-9630 HP) W/COLT-PIELSTICK ENGINE



Scope Of Supply:

- Original O & M Manual(s) and Many Drawings on hand and ready for Review / Inspection.
- Unit Taken out of Service Mid August, 2006
- Ready for Inspection / Sale / Removal
- All Information Here-in Compiled from Recent Site Visits and Operating Data
- Installation Date: 1976
- Hours of Operation (on a meter on the unit): 66,603 Hrs
- Fuel Type: #2 Clean Diesel Oil ONLY, NO Heavy Oil or Mix Fuel Capability or Use

Generator Data Page:

Generator Faceplate Information:

- 504535-RI TBGZO / TX31
- 6896 KW 8620 KVA.80 F/40
- 3/60/2400/4160 2074/1197
- 514 cont.228/148 85
- 460 volts 4500 watts 3 phase Exciter Information:
- Brushless Exciter
- 504535-X1 DBGZO/2308
- 40KW 41.7 KW .96 F/40
- 3/77/185 130

- 514 CONT. 85/5.0
- 60 D.C. OUTPUT V/A 250/150



Diesel Engine Data Page:

- Colt-Pielstick Diesel Engine – 18 Cylinder
- Type-18 pc2v400 Engine no. po4-206179
- Rating 9,630 BHP
- 514 RPM



Other Equipment Included With System (See Photos):

- Marley Cooling Tower:
- Model # 2-8611
- Serial # 2-8611-1-1162-76
- Power Distribution Center
- Complete Exhaust System
- Rooftop Filter housing
- Oil Filters & Pump
- Fuel Filter & Pump
- Two Air Start Compressors and Air Receiver Tanks Putting out 325 PSI Total

Controls Information (See photos):

Woodward Governor: EGB50P

- Turbocharger: BCC, Brown, Boveri & Co., Ltd. Model # VTR 401-2 (w3z)
- Motor Control Center: Westinghouse Electric Corp. Type "W" Control Center
- Gauge Panel: Weksler Instrument Corp. Vendor PC: BB14W

Maintenance Records Available:

- The Most Recent Lube Oil Analysis and Lube Oil Analysis are on hand from 4/26/2000 (Monthly Lube Oil Analyses Available from 4/26/2000).
- The Most Recent Major Work done data sheet(s) are on hand. (Many years of Maintenance Records available)

Spare Parts / Other Parts:

- Spare parts list for main Engine:
- Cyl. Heads 4 pcs.
- Ignition Nozzle 4 pcs.
- Ignition Tubing 4 pcs.
- Fuel oil engine pump 3 pcs
- Main Bearing 21 pcs
- Thrust Bearing 1 pcs
- Intake Valves 26 pcs
- Piston pins 1 box
- Cylinder lines 6 pcs
- Water pump 1 pcs
- Water tower fan 1 pcs
- Turbo Charger Rotor 1 pcs
- Crankshaft 1 pcs needs inspection
- Oil Purifier 1 pcs
- Bellows for Exhaust system 1 pcs.

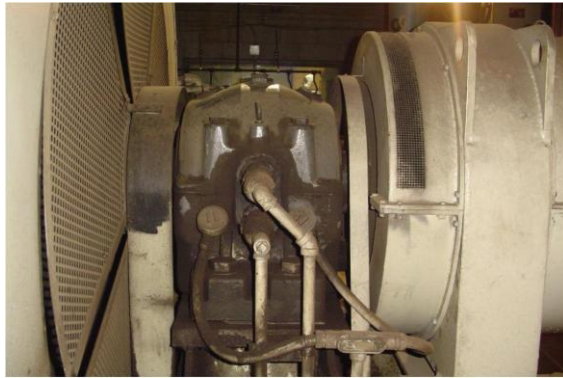
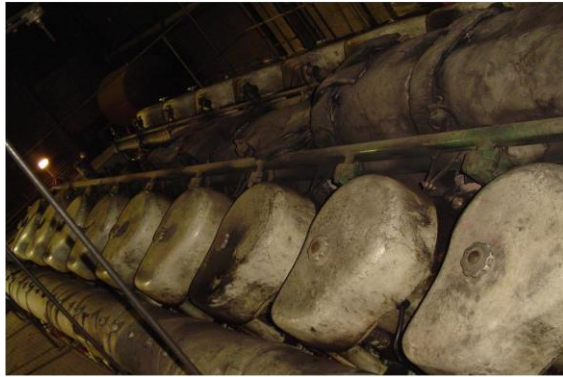
Other Spare Parts:

- Spare electrical Parts
- Generator commutator high volts 1 pcs (Extra generator without Flywheel and a few other parts)
- Switchgear 1 pcs
- Governor RPM 1 pcs
- Transfer switch 1 pcs
- Voltage Regulator 5A32A 1 pcs

- Pneumatic timing relay 1 pcs

Other Data Pages and Pictures:

- Originals on hand:
- Manuals
- Drawings
- Maintenance History / Files









Terms and Conditions:

The Camelot Technologies Group Inc. (CTG) is the seller of this Equipment and will facilitate all aspects of the transaction. Additional services such as shipping and installation are available through CTG and will be performed under separate contract. CTG will require a Letter of Intent (LOI) to Purchase coupled with a Bank Letter of Comfort prior to scheduling an inspection. Buyer will be required to render a non-refundable deposit of up to 15% of the total purchase price to secure the option (after inspection and acceptance) to purchase and financial closing shall take place within 45 days of the inspection date or execution of the Purchase Sale Agreement (PSA) whichever event occurs earlier.

CTG makes no warranty or representation regarding the accuracy or correctness of the information contained herein. The responsibility for assessing the accuracy or correctness of that information resides with the buyer, his agent, designee, affiliates or those who may rely on that information. Conditions: "Subject to Availability". Therefore, this proposal is based on the attached terms and conditions:

<u>Availability:</u>	Immediately
<u>Inspection:</u>	Immediately
<u>Purchase:</u>	Immediately
<u>Delivery:</u>	Immediately
<u>Freight:</u>	FOB Northeast
<u>Warranty:</u>	As Is / Where Is / No Warranty
<u>Buyer Removes:</u>	Unit is currently installed on-site. Buyer will remove at their expense. NOTE: <i>CTG can facilitate removal, packaging, loading and transportation under separate contract.</i>

PRICE: \$775,000.00 As Is / Where Is

Payment Terms:

The following terms will secure the units immediately:

- √ Letter of Intent
- √ 15% Non-refundable deposit required 48 hrs. after inspection and Notice of Acceptance.
- √ Balance Due at Closing

TERMS AND CONDITIONS OF SALE

GENERAL

This document together with any additional documentation signed by Seller and Buyer represents the Agreement between the parties. These terms may not be modified except in writing signed by an authorized representative of Seller. Any terms and conditions submitted in Buyer's inquiry or purchase order shall be null and void unless specifically agreed to in writing signed by an authorized representative of Seller. Catalogs, circulars and similar pamphlets of Seller are provided for general information purposes only and are not a part of the Agreement. Except as expressly contained herein no representation or warranty is made as to performance, size, durability, or other specifications of Sellers products and any information contained in catalogs, circulars and similar promotional or advertising material is for general informational purposes only.

TAXES/DUTIES

Any sales, use or other similar type taxes or import or export duties imposed on this transaction are not included in the price. Such taxes and/or duties shall be billed separately to Buyer. Seller will accept a valid exemption certificate from Buyer if applicable; however, if such exemption certificate is not recognized by the governmental taxing authority involved and Seller is required to pay the tax covered by such exemption certificate, Buyer shall promptly reimburse Seller for the taxes paid.

EXCUSABLE DELAYS

Seller shall not be responsible for nonperformance or delays in performance occasioned by any causes beyond Seller's reasonable control, including, but not limited to labor difficulties, delays of vendors or carriers, Seller's prompt receipt of Buyer's equipment, Seller's compliance with Buyer's change orders, fires, acts of God, war, non-governmental actions and material shortages. Any delays occasioned by such circumstances shall affect a corresponding extension of Seller's performance dates.

DELIVERY, TITLE AND RISK OF LOSS

Delivery manifests and dates are approximate, and are based upon prompt receipt of approvals, receipt of equipment from Buyer or vendors (as may be appropriate), or otherwise prompt receipt of all necessary information. Unless otherwise specified by Seller, all shipments are F.O.B., Seller's facility. Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery of products to the F.O.B. point, or if Seller consents to a delay in shipment at the request of Buyer, risk of loss shall pass to Buyer upon notification by Seller that equipment is ready for transport.

WARRANTY

This Surplus Diesel Generator Set (7 MW-9630 HP) w/Colt-Pielstick Engine is sold As Is/Where Is without any factory warranty unless specifically agreed to elsewhere and the effects of corrosion, erosion and normal wear and tear are specifically excluded and Seller will be held harmless. Seller will not be liable to Buyer for any loss or injury to persons or property (including the machinery which is the object of the work) caused in whole or in part by (1) the acts of Buyer or its agents, (2) failure to observe Seller's instructions, or (3) failure or malfunctioning of anything not furnished by Seller. The preceding paragraphs set forth the exclusive remedies for warranty claims, and upon the expiration of the warranty period, all such liability shall terminate.

PAYMENT TERMS

Payment terms are as indicated in the proposal. Invoiced milestone payments are due within thirty days of invoice date. If the order is placed from outside the United States, an irrevocable letter of credit will be required, drawn on a bank acceptable to Seller for the amount of the order. Payment will be drawn against the letter of credit. Payment received thirty days after the invoice date is subject to interest charges at the maximum allowable rate as provided by applicable law.

LIMITATION OF LIABILITY

Seller shall in no event be liable to Buyer or any successor for any consequential, incidental, or indirect damages arising out of this prospectus or any breach thereof, including but not limited to damages resulting from: loss of use, profits, revenue, interest or goodwill; work stoppage, impairment of other goods, shutdown or non-operation, increased expenses of operation; cost of purchase of replacement power, or claims of Buyer or customers of Buyer for service interruption whether or not such loss or damage is based on contract, indemnity, tort, product or strict liability or otherwise.

THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE. THE TOTAL LIABILITY OF SELLER WITH RESPECT TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT WHETHER BASED ON CONTRACT, INDEMNITY, TORT, PRODUCT OR STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT PRICE OF THE AGREEMENT OR THE PART UPON WHICH SUCH LIABILITY IS BASED.

ASSIGNMENT

Neither party shall assign or transfer the intended LOI without the prior written consent of the other party, which shall not be unreasonably withheld.

GOVERNING LAW

The rights and obligations of the parties shall be governed by the laws of the State of Florida, excluding conflict of laws provisions.