FOUR (4) X GE 7FA (PG7241) 
60 Hz. COMBUSTION GAS TURBINE GENERATOR SETS

REFERENCE ITEM NO.: 
CTG~GTG-0809-01,02,03 & 04

Date: 10/21/2010
OVERVIEW

The Camelot Technologies Group International, Inc. (CTG) (www.camelottech.com) is a privately held energy and power generation equipment sales and services company formed in 1996, with its corporate headquarters located in Tampa, Florida. CTG’s mission is to offer buyers and sellers a dynamic and fluid exchange of high quality, new, refurbished and decommissioned utility equipment. CTG is the leading power equipment surplus supplier where buyers can easily find major utility components and ancillary equipment at below market prices.

Sellers of non-performing or decommissioned surplus assets receive unprecedented maximum global exposure of their surplus equipment and a comprehensive menu of turnkey professional services directed at quick and efficient disposition. CTG provides technical resources and engineering sales assistance for hard-to-find, quality electrical components and power generation systems such as turbines, generators and complete power plants. Buyers are matched with Sellers according to design, application and price.

Over the last several years, CTG has built an enviable reputation for integrity, technical acumen and customer service. CTG has cultivated long-term relationships in the energy community that serve our clients’ needs with personal attention and a deep understanding of their strategic and financial goals. CTG also offers full engineering, procurement and construction services through our partnership networks as the complete enterprise solution for independent, merchant and distributed power developers. CTG is able to facilitate every phase of the transaction including project management, shipping, financing, leasing, and warranty, insurance, dismantling and component certification, when applicable.

GENERALLY

This section provides the general description, scope of supply, and supplementary requirements for equipment, materials, and services included for FOUR (4) X GE 7FA (PG7241) 60 Hz. COMBUSTION GAS TURBINE GENERATOR SETS In general, American standard specifications are quoted throughout this offering and the sales contract documents, but alternative internationally recognized standards may be substituted if approved in writing by purchaser.
FOUR (4) X GE 7FA (PG7241) 60 Hz. COMBUSTION GAS TURBINE GENERATOR SETS

Preliminary Technical Offering:

Technical Characteristics

Equipment Details

- All equipment was delivered new, never installed.
- Storage and insurance costs will be the responsibility of Buyer upon title transfer.
- Serious inquiries with preapproved financing.
- Located in US.
- Offered and Sold As Is/Where Is.
- CTG Power Systems, Inc. will provide separate quote for engineering, installation and start up.

Equipment Overview

- GE 7FA New Surplus OEM Packaged units
- Model 7241 - Nominal 171 MW Output
- 211 MVA 7FH2 Generator 60 Hz with Hydrogen Cooling
- 2420 Degree Firing Temp. LHV heat rate of approximate 9360 Btu
- Maintained and preserved per OEM guide lines.
- Generators protected with internal heaters.
- Natural Gas only.
- PEECC with Speedtronic Mark VI control system.
- Dry Low NOx combustion system with inlet heating. Inlet system
- Lubricating and hydraulic systems. Generator excitation system
Gas Turbine


Generator

- Feature Specification Cooling Hydrogen Frequency 60 Hz Power Factor
- (PF) 0.85 Lagging Power Factor (PF) Capability to .90 Leading @ ISO Conditions
- Terminal Voltage 18.0 kV Generator Excitation EX2000P-Static Bus Fed Outdoor
- Enclosure Load Compartment On-Base Lagging Accessory Base
- Control Systems
- Feature Specification Turbine-Generator SPEEDTRONIC Mark VI for three CT’s and Mark V for one CT

<table>
<thead>
<tr>
<th>Simple Cycle Performance</th>
<th>60Hz</th>
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<tr>
<td>Output</td>
<td>171.7 MW</td>
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<tr>
<td>Heat Rate</td>
<td>9,360 Btu/kWh (9,873 kJ/kWh)</td>
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<tr>
<td>Pressure Ratio</td>
<td>16.0:1</td>
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<td>Mass Flow</td>
<td>981 lb/sec (445 kg/sec)</td>
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<td>Turbine Speed</td>
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<tr>
<td>Exhaust Temperature</td>
<td>1,114°F (601°C)</td>
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<tr>
<td>Model Designation</td>
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G.E. SCOPE OF SUPPLY

1. Gas Turbine Systems
2. Generator
3. Gas Turbine-Generator Controls & Electric Auxiliaries
1. GAS TURBINE SYSTEMS

GAS TURBINE Base Mounted PG7241 (FA) 60 Hz gas turbine including:
• Modulating IGV COMBUSTION SYSTEM
• Dry Low NOx combustion system -With inlet heating
• Compressor inlet humidity sensor
• Compressor inlet temperature thermocouple

FUEL SYSTEMS GAS FUEL SYSTEM
• Natural gas only
• Stainless steel gas piping
• Orifice type gas flow measurement system
• Single gas strainer
• Gas fuel valves on accessory base
• Gas fuel temperature supplied per GEI-41040F-Heater by Owner
• Gas Fuel cleaning equipment (fuel gas scrubber) (duplex)

LUBRICATING and HYDRAULIC SYSTEMS PUMPS
• AC Motor driven dual oil pumps
• AC Motor driven dual hydraulic pumps
• DC Motor driven, emergency lube oil pump
• AC/DC Motor driven auxiliary generator seal oil pump
• Dual pump for pressure lift journal bearings in Turbine Generator seal oil pump

FILTERS and COOLERS
• Dual lube oil system filters
• Dual hydraulic oil filters
• Dual lube oil coolers Plate/Frame type with stainless steel plates
• ASME code stamp Lube oil coolers Lube oil filters LUBE OIL PIPING
• 304L stainless steel lube oil feed pipe
• Carbon steel lube oil drain pipe
• Lube system valve stainless steel trim MIST ELIMINATION
• Lube vent demister OIL RESERVOIR
• With heater for ~20 deg. F INSTRUMENTATION
• Pressure switches for lubrication and hydraulic oil filters INLET SYSTEM
• Inlet system arrangement Up and Forward inlet system arrangement Inlet compartment supports straddle ductline
• Inlet Filtration Two-stage static filter, prefilter and high efficiency filter Standard filter media (low humidity, non-corrosive environments) Weather protection on inlet filter compartment Inlet system differential pressure indicator Inlet system differential pressure alarm Inlet filter compartment support steel (Seismic Zone 4A= 120 mph wind speed)
• Inlet system atmospheric Protection
• Zinc rich paint inside and outside of the inlet filter compartment Zinc rich paint on inlet filter compartment support steel Zinc rich paint inside and outside of inlet ducting with epoxy topcoat inside ducting Galvanized inlet silencing perforated sheet Zinc rich paint on inlet ducting support steel
EXHAUST SYSTEM ARRANGEMENT
- Exhaust diffuser with an axial exit
- Exhaust expansion joint
- Exhaust stack, if required, by Customer

COUPLINGS
- Rigid load coupling
- Load coupling guard

GAS TURBINE PACKAGING
- Lagging and enclosures On-base accessory compartment lagging Turbine and accessory compartment lagging Load coupling compartment lagging Off-base acoustic enclosure for turbine only Off-base acoustic enclosure for turbine, accessory compartment and exhaust diffuser for 85A dBA
- Compartment ventilation, pressurization and beating Dual turbine compartment vent fans Dual accessory compartment lagging Dual load compartment fan Heated turbine and accessory compartments for humidity control Dual vent fans for diffuser/exhaust area
- Plant Arrangement Turbine designed for installation outdoors Right hand accessory module Unit walkways by customers, mounting pads by GE
- Turbine and accessory base painting Standard primer
- UBC seismic zone #4
- Hazardous area classification NEC Class 1, Group D, Division 2 Turbine compartment Gas fuel compartment
- Special features Dual (metric-English) indicators and gauges

FIRE PROTECTION SYSTEM
- Fire detection system Turbine and accessory compartment
- Smoke detection system Control cab/PEECC
- Compartment warning signs
- CO2 supply system One low pressure CO2 tank per unit Tank suitable for 0-120 deg. F (-18 to 49 deg. C)
- Fire protecting piping
- Hazardous atmosphere detectors in turbine and gas fuel compartments
- Hazardous atmosphere detector readout

STARTING SYSTEMS
- Static Start Generator start with inverter/regulator Static start isolation transformer Oil filled
- Rotor turning systems Turning gear and motor for rotor cool-down Rotor indexing (borescope inspection)

MISCELLANEOUS SYSTEMS SPECIAL SYSTEMS
- Exhaust frame blowers on turbine compartment roof
2. GENERATOR

GENERAL INFORMATION
- Hydrogen cooled generator with conventionally cooled armature
- 60 Hz generator frequency
- Generator voltage 18.0 kV
- 0.85 power factor (lagging)
- Capability to .90 power factor (leading) @ ISO conditions
- Class “F” armature and rotor insulation
- Class “B” temperature rise, armature and rotor winding
- Generator Bearings End shield bearing support Elliptical journal bearings Rollout bearing capability without removing rotor Insulated collector end bearing Online bearing insulation check Offline bearing insulation check with isolated rotor
- Monitoring Devices Two BN3300 probes per bearing at 45 deg. Angle with monitors Two (2) velocity vibration probes at turbine end, one (1) at collector end
- Provisions for key phaser-generator Provisions for permanent flux probe Proximity vibration sensors
- Generator Field Direct cooled field Two-pole field Finger type amortissuers Fulllength coil slot amortissuers

GENERATOR GAS COOLERS shipped installed
- Generator gas cooler configuration
- Five (5) horizontally mounted simplex coolers Cooler piping connections on the left side as viewed from collector end ASME code stamp Single wall cooler tubes Victaulic cooler couplings Plate fins Cooling water manifold and isolation valves Generator gas cooling system characteristics Coolant temperature -20 deg. F TEMA Class C coolers Generator capacity with one section out of service 80% with Class “F” rise Maximum cooler pressure capability –125 psi Fouling factor:.002
- Generator gas cooler construction materials 90-10 copper-nickel tubes Carbon steel tube sheets Carbon steel waterbox and coupling flanges with epoxy coating Aluminum cooler tube fins

GENERATOR LUBE OIL SYSTEMS AND EQUIPMENT
- Bearing lube oil system Generator lube oil system integral with turbine Sight flow indicator
- Bearing lift oil system Stainless steel lift oil piping and tubing Lift oil supplied from turbine oil system
- Lube oil system piping materials Stainless steel lube oil feed pipe Carbon steel lube oil feed pipe Welded oil piping Flexible pipe as permitted by ANSI 31.3

GENERATOR GROUNDING EQUIPMENT
- Neutral grounding equipment Neutral ground transformer and secondary resistor
- Mounted in terminal enclosure Motor operated neutral disconnected switch

GENERATION TEMPERATURE DEVICES
- Stator winding temperature devices 100 ohm platinum RTD’s (resistance temperature detector) single element temperature sensors Four (4) cold gas Two (2) hot gas GTG-2 (common cold gas)
- Bearing temperature devices Chromel alumel (type K) thermocouples Dual element temperature sensors Two (2) bearing metal temperature sensors per bearing
• Collector temperature devices 100 ohm platinum RTD’s Single element temperature sensors
  Collector air inlet temperature sensors Collector air outlet temperature sensor

• Lube oil system temperature devices Chromel alumel (K) thermocouples Dual element temperature sensors One (1) bearing drain temperature sensor per drain

PACKAGING, ENCLOSURES AND COMPARTMENT
• Paint and preservation Standard alkyd beige primer
• Generator terminal enclosure (GTE)
• Line-side terminal enclosure Terminal enclosure shipped separate High voltage bushings shipped installed Six (6) ambient air-cooled, high voltage bushings
  Isolated phase bus duct connection Phase sequence R-C-L when looking at enclosure terminals
  Outgoing power connection on right side when viewed from collector end Lighting arrestors Voltage transformers, fixed

• Current Transformers Relaying Class C800 Metering Class- 0.3B- 1.8 (ANSI C57.13) CT Ratio-800: 5A
  Line CT’s CT16, CT17, CT18 CT19 for extension CT19A and CT19C for EX2000

• Neutral Terminal enclosure Integral with lines side terminal enclosure Neutral tie Neutral CT’s CT1, CT2, CT3 CT4, CT5, CT6 CT7, CT8, CT9 Top mounted Forced ventilation

• Collector Compartment Collector Compartment shipped separately Outdoor
  • Compartment Lighting and Outlets AC Lighting Collector Compartment

• Fountain Hardware Generator Shims Generator Alignment Key(s) – collector end Generator Alignment Key(s) – turbine end Generator Alignment Key(s) – axial

HYDROGEN SYSTEMS AND ACCESSORIES
• Hydrogen Control Cabinet NEMA 1 cabinet in collector compartment

• Hydrogen Gas Manifolds Auto purge gas purge control manifold Hydrogen/CO2 control manifold in collector compartment

• Seal Oil System Control unit mounted in collector compartment Stainless steel seal oil feed pipe
  Carbon steel seal oil drainpipe

ELECTRICAL EQUIPMENT
• Motors

• TEFC Motors Coated with antifungal material for protection in tropical areas High Ambient motor installation Motor Heaters connected to AC power Extra severe duty motors Cast iron motor housing
  Heaters Generator Stator Heaters Generator Collector Heaters Generator Terminal Enclosure Heaters

GENERATOR EXCITATION SYSTEMS, STATIC COMPONENTS
• Static excitation with dual hot backup bridge

EXCITATION MODULE FEATURES
• Control/ Monitor/Display through TCP Power Factor controller in turbine control system Var controller in turbine control system Selection of automatic or manual regulator Voltage matching in turbine control system Raise-lower of the active regulator setpoint Enter setpoint command Display field amps Display field volts Display transfer volts Display field temperature

• Built-in diagnostic display panel Automatic voltage regulator (AVR) Manual voltage regulator (FVR) Automatic and Manual bi-directional tracking Reactive current compensation (RCC) Volts per hertz limiter (V/Hz LIM) Volts per Hertz protection (24EX) (backup to 24G) Over excitation limiter (OEL)
Offline/online over excitation protection (76EX) Loss of excitation protection (40EX) Bridge AC phase unbalance protection (47EX)

- Under excitation limiter (UEL) Generator over voltage protection (59EX) Generator field ground detector (64F) VT failure detector (VTFD) (60EX)
- Dual source internal bulk power supply
- Millivolt shunt for field
- Surge protection VT disconnect and CT shorting switches Two phase current sensing (CT’s A, C) Three phase voltage sensing Single pole dc field contact/bridge
- Thyristor bridge circuit filtering
- Shaft voltage suppressor circuit (mounted in panel) Field de-excitation circuit (with field discharge inductor) 125 VDC field flashing circuit (when required) Bridge disconnect: AC no load
- Power system stabilizer PERFORMANCE
- Response and 160% VFL (100 degree C) ceiling@ VT=1.0pu EX2000

ENCLOSURE LOCATION

- Installed in LCI/EX
- LCI FEATURES LCI located in LCI/EX compartment
- LCI output isolation switch (89MD) Located in LCI compartment
- LCI disconnect switch (89SS) Located in generator terminal enclosure
- LCI fuse Located in compartment with LCI PPT FEATURES
- Freestanding oil filled PPT
- PPT fed from auxiliary bus

3. GAS TURBINE-GENERATOR CONTROLS & ELECTRIC AUXILIARIES

CONTROL CAB/PACKAGED ELECTRIC AND ELECTRONIC CONTROL COMPARTMENT (PEECC)

- Control panels mounted on a common skid
- Weatherproof, climate control, base mounted enclosure
- Supplemental wall mounted air conditioner by General Electric
- Interconnection cables (hard wire) within enclosures by G. E.
- Interconnection cables (hard wire) between packages by Customer

GAS TURBINE CONTROL SYSTEM PANEL FEATURES

- Triple modular redundant (TMR)
- Skid mounted control panels
- Auto/Manual synchronizing module with synchronizing check function
- Generator stator overtemperature alarm (49)
- Droop control
- Load limiter
- Purges cycle
- Customer alarm/trip contact for CRT display
- Additional customer input contacts
• Additional customer output to customer
• Provision for 8 selectable analog inputs from customer
• Provision for 8 selectable analog output from customer
• Wet low NOx data for EPA compliance
• Vibration alarm readout and trip
• Electrical overspeed protection
• Constant settable droop
• Power factor calculation and display
• Power factor control
• VAR Control
• Manual set point pre-selected load
• Mounted in PEECC

LOCAL OPERATOR STATION
• Commercial grade personal computer
• Color Monitor Tabletop 15-inch screen
• Mouse cursor control
• Table top AT 101 keyboard
• Printer
• 24 pin dot matrix Display in English Language
• 50 foot of Arcnet cable between gas turbine control system panel and local operator interface for indoor use
• RS232C two way serial link (MODBUS) via local Power 120V ac 60 Hz
• Mounted in PEECC ROTOR, BEARING and PERFORMANCE MONITORING SYSTEMS BENTLEY NEVADA 3500
• Performance monitoring systems Performance monitoring sensors wired to gas turbine control system
• Vibration Sensors Velocity vibration sensors Proximity vibration sensors
• Bentley Nevada 3500 Monitor Relay outputs wired to gas turbine control panel
• Bearing Thermocouples Bearing Drain thermocouples Bearing metal thermocouples
• Borescope access holes

GENERATOR CONTROL PANEL HARDWARE
• Mounted in PEECC
• Skid mounted with turbine panel
• DGP with test plugs
• DGP without Modbus communication interface
• DGP with communication interface
• DGP with oscillography capture
• DGP with printer port
• DGP with redundant internal power supply
• Generator breaker trip switch (52S/CS)
• Humidity sensor readout
• Bentley Nevada vibration monitor(s)

DIGITAL GENERATOR PROTECTION SYSTEM (DGP)
• Generator overexcitation (24)
• Generator under voltage (27G)
• Reverse power/ anti-motoring (32-1)
• Loss of excitation (40-1,2)
• Current unbalance/negative phase sequence (46)
• System phase fault (51V)
• Generator overvoltage (59)
• Stator ground detection (64G1)/(59GN)
• Generator over frequency (810-1,2)
• Generator under frequency (81U-1,2)
• Generator differential (87G)
• Voltage transformer fuse failure (VTFF)

**GENERATOR PROTECTION DISCRETE RELAYS**
• Synchronizing undervoltage relay (27BS-1,2)
• Voltage balance relay (60)
• Breaker or lockout trip coil monitor relay (74)
• DC tripping bus, blown fuse protection relay (74-2)
• Generator differential lockout relay MAIN TRANSFORMER DIGITAL

**PROTECTION**
• SR 745 relay with two restraint windings (86T/87T) MAIN TRANSFORMER

**DISCRETE RELAYS**
• Main transformer lockout relay (86T-1)

**FEATURES INTEGRATED INTO GAS TURBINE CONTROL SYSTEM**
• Gas turbine control system with speed matching, synchronization and check
• Manual synchronization displayed on gas turbine control system
• Auto/manual synchronizing module displayed on gas turbine system <1>
• Load control in gas turbine control system
• Temperature indication for generator RTD’s

**GENERATOR CONTROL PANEL METERING**
• Generator digital multimeter ~ VM - Generator volts ~ AM – Generator Amps: Phase 1,2,3 and Neutral ~ MW – Generator Mega watts ~ MVAR – Generator Mega VAR’s ~ FM – Generator frequency ~ MVA – Generator MVA ~ PF – Generator Power factor ~ MWH – Generator Megawatt Hours ~ MVAH – Generator MVA Hours

**GENERATOR CONTROL PANEL TRANSDUCERS**
• Generator watt/VAR transducer 4-20 mA output for input to TCP (96GG1)
• Generator TCP/droop control transducer 4-20 mA output (96GW-1)
• Generator power factor transducer 4-20 mA output for customer (96GP-1)
• Generator VAR transducer 4-20 mA output for customer (96GR-1)
GENERATOR PROTECTION
• Generator electrical protection equipment Ground brush rigging

BATTERIES and ACCESSORIES
• Lead Acid Battery
• Single phase battery charger
• Battery and Charger mounted in the PEECC MOTOR CONTROL CENTER
• MCC mounted in control cab/PEECC
• Tin-plated copper bus-work
• 42 kA bracing
• 480V 60 Hz auxiliary power MOTOR FEATURES
• TEFC motors (200hp)
• Coated with anti-fungal material for protection in tropical areas
• High ambient motor insulation
• Energy saver motors
• Extra severe duty motors
• Cast iron motor housing
• All redundant motors to be lead/lag
• Motor heaters Rated 110/120 volts, 50/60 hertz
• WP motors > 200 hp Trunions for generator On loan basis only Jacking bolts for generator
  Foundation/installation washer and shim packs
• Power Systems Studies Provided by customer
TERMS AND CONDITIONS OF PURCHASE:

The Camelot Technologies Group, Inc. (CTG) is the seller and will facilitate all aspects of the equipment transaction. Additional services such as removal, crating, shipping, engineering and installation are available through CTG and will be performed under separate contract.

Requirements: A Letter of Intent (LOI) to Purchase coupled with verification of the availability of funds is required. Buyer will be required to render a 25% Earnest Deposit to secure the Option to Purchase which is non-refundable after inspection and acceptance. Balance of 75% of purchase price is due at closing. Financial closing shall take place within 30 days of inspection and execution of Purchase Sale Agreement which ever 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:

PRICE: NEGOTIABLE

- Availability: Immediately
- Inspection: Immediately
- Purchase: Immediately
- Delivery: Buyer Arranged
- Freight: FOB US Site Storage
- Warranty: Optional

PAYMENT TERMS

The following terms will secure the units immediately:

- Intent To Deposit 25% Cash After Inspection And Acceptance; This Will Effectively Remove Unit From Market During Due Diligence Period;
- Qualified Removal Contractors Approved By CTG Shall Perform Removal;
- CTG Shall Be Fully Indemnified Against Liabilities During Removal;
- Payment Of Balance Due No Later Than 30 Days After Acceptance;
- All Equipment Is Sold “As Is-Where Is.” Third Party Warranty is Optional
- CTG will quote removal, crating, loading, insurance and/or shipping under cover of separate contract
- Buyer cannot have access to the removal of the equipment until the balance is paid in full.
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

These 7FA gas turbine packages are sold As is/Where is, without 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 not 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 HEREFIN 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.
Appendix A
Standard Commercial Terms & Pricing Assumptions (Where applicable)

- Insurance is offered in the amounts and kinds shown on our insurance certificate, a copy of which is attached.
- Neither CTG nor its insurer will agree to name additional insured or waive subrogation rights on any coverage.
- CTG does not provide Professional Liability coverage as a standard offering. Coverage is available at extra cost on a case by case basis.
- Indemnification obligations shall only apply to claims by third parties for damage to property or personal injury and shall be limited to the extent of each party’s degree of negligence or fault.
- CTG and its subcontractors’ aggregate liability under the contract for direct damages, indemnification, liquidated damages, guarantees, warranties, and/or otherwise shall be limited to claims which arose prior to the expiration of the warranty period and shall not exceed the lesser of (i) the price allocable to the portion of the particular part or service giving rise to the claim; or (ii) ten thousand dollars, and must specifically exclude consequential, special, indirect, exemplary, and incidental damages.
- CTG will be reimbursed for payments made under subcontracts (for extra scope work) entered into with Customer’s prior approval, covering materials and services in connections with the work, plus CTG’s billing of 10% for overhead and profit.

General Payment Terms:
- Progress Payments: 25% deposit with purchase order and 75% prior to load out from storage site or (30) thirty days, whichever occurs earlier. All invoices shall be paid upon receipt by bank wire transfer
- Liquidated damages are not a part of this offer.
- CTG’s proposal is valid for 30 days. Extensions may be requested by the Customer.
- If applicable, bond cost allowance is based on known work scope. If contract extras are awarded, all invoices for such extra work will be surcharged to cover additional bond costs.
- State and local taxes, if any, are an extra.
- Due to practical considerations concerning demand for services and scheduling of resources, all offers of services are subject to prior commitment.
- The information contained in this proposal shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to CTG, as a result of the submission of such information, Customer shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit Customer's right to use the information contained herein if obtained from another source.
- Decisions and determinations of compliance under the contract shall be based upon objective compliance with contract specifications rather than subjective standards. Consents, approvals, waivers, cancellations, changes, acceptances, and other actions shall be fairly made or taken and not unreasonably withheld or delayed, so that CTG will not be unfairly hindered in efficiently completing its obligations under the contract.
- The conditions of any tests shall be mutually agreed upon and CTG shall be notified of, and may be represented at, all tests that may be made.
- CTG shall be entitled to appropriate adjustments for any changes requested by Customer from the contract specifications. CTG shall not be required to comply with any requested change order until Customer and CTG have reached written agreement on appropriate adjustments in price, schedule, and scope of work.
- Clear and unencumbered title to the power generation equipment and associated parts shall pass to Customer when services and associated parts have been fully paid for by Customer.
- CTG shall not be liable for and shall receive a schedule extension for delays due to events which shall include events beyond CTG reasonable control including but not limited to acts of God, acts of Customer, civil unrest, war, terrorist acts, earthquake, acts of governments, acts of other contractors, unavailability of required materials and services, strikes and other labor disturbances. CTG shall be entitled to reasonable adjustments in contract price for delays caused by Customer or its other contractors.
- Customer shall be responsible for treatment and removal of hazardous substances and related contamination of any nature.
• The contract shall include a mutually agreed payment schedule to apply in the event Customer elects to terminate any part of the contract for convenience. CTG shall be entitled to reasonable adjustments in price, schedule, and scope in the event Customer suspends work. CTG shall be entitled to continue the manufacture of parts and receive contract payments during a suspension and shall store such parts at Customer’s expense upon completion of manufacture.

• Customer shall be entitled to terminate the contract in the event CTG fails to commence reasonable cure within 30 days after notice from Customer specifying a material default. CTG’s liability for material default shall be limited to the additional amount Customer must pay a third party to complete the work over what Customer agreed to pay CTG.

• Other less important contract provisions may need to be revised or developed during the final contract negotiations. Our objective is for all applicable rights and obligations of both parties to be specifically set forth in the contract.