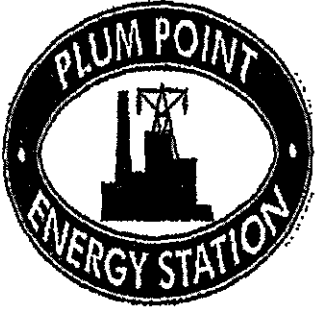


RAY CITY HALL



Confined Space Services/Rescue Agreement

This Confined Space Emergency Services/ Rescue Agreement (this Agreement), made and entered into the 15th day of April, 2016, by and between the City of Osceola, Arkansas Fire Department located in Mississippi County Arkansas, acting by and through its fire department (the "Fire Department") and Plum Point Energy Station having a power generation facility within the city limits of Osceola, AR.

WITNESSETH

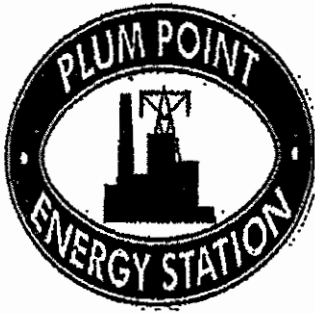
WHBREAS, Plum Point Energy Station operates a facility within the city limits of Osceola, AR for generation and sale of energy; and

WHBREAS, there are certain confined spaces with the Plum Point Facility that must be entered from time to time by Plum Point employees or contractors to inspect and perform work while the facility is shut down; and

WHBREAS, the fire department has agreed, subject to the terms of this Agreement, to stage Confined space rescue team/members at the Osceola Fire Station;

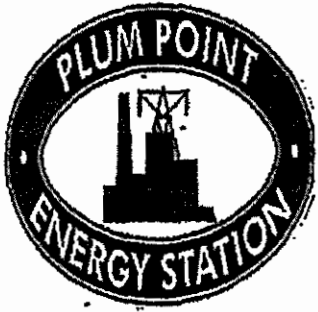
Now, therefore, in consideration of the premises, the Osceola Fire Department and Plum Point Energy Station agree to as follows:

1. Confined space Emergency Rescue Team/Members. Provided Plum Point has furnished the Fire Dept. with a schedule of its outage/shutdown dates for the calendar year or as provided in the Agreement, the Fire Department will stage not less than three (3) rescue members at the Osceola Fire Station to be available 24 hours a day, 7 days a week. The Osceola Fire Department owns and maintains the necessary items/gear for any rescue for Plum Point Energy Station.
2. Payment of Confined Space/Rescue Services the Osceola Fire Department shall bill Plum Point Energy Station on a monthly basis, the sum of \$4,166 per month, totaling \$50,000 per year, with the duration of this Agreement. This amount has been mutually agreed upon by both the Plum Point Station Plant Manager and the Chief of the Osceola Fire Department.
3. Term. The initial term of this Agreement shall commence on the effective date and exist until December 31st, 2017. This agreement can be terminated, by either party, with written notice within thirty (30) days.
4. Osceola Fire Station to remain a Functioning Station. Fire, Rescue and EMS are primary responses of the Fire Department, it is understood and agreed that the Osceola Fire Station shall remain a functioning fire station within the duration of this agreement.



Confined Space Services/Rescue Agreement

5. **Conditions.** It is understood that Plum Point Energy Station will cease all confined space entry activities in the case that the Osceola Fire Department has become unavailable during fire or other emergencies that require more than usual fire personnel.
6. **Site Plan.** Plum Point shall provide a site plan of the facility showing all major mechanicals, entrances and exits to the Osceola Fire Department on or before the effective date of this Agreement. Site plan will be updated when changes are made with respect to any components shown on the plan.
7. **Plum Point Personnel during response.** During any response the Plum Point facility will at least have one supervisor/maintenance person with thorough knowledge and full access to the facility, shall accompany the Osceola Fire department's rescue team members at all times.
8. **Lock out/tag out.** Lock out/tag out procedures shall be the responsibility of Plum Point during any emergency incident at the facility. Rescue will not begin until after this has been accomplished.
9. **Mutual Releases.** The Osceola Fire Department and Plum Point Energy Station hereby release each other and waive any and all claims against one another for damage to or destruction of real or personal property (except for damage to equipment as expressly provided herein) or personal injury of any kind or nature (including death resulting from) to any persons arising in any way out of a party's actions or failure to act under this Agreement.
10. **Toxic gas rescue.** Any rescue that involves toxic gases or substances shall not be performed unless and until the Permissible Exposure Limits (PEL) of the substance can be determined. It shall be the responsibility of Plum Point Energy Station to provide substance specific monitors approved by the Fire Department to accurately make that determination.
11. **Annual Review.** An annual review shall be performed in November each year by the Osceola Fire Department Chief and Plum Point Station's management to define any strength and weaknesses in a team performance as well as equipment and any other specific to the Plum Point Energy Station.
12. **Notices.** All notices given or made pursuant to this Agreement shall be in writing, delivered by email, in person, mailed by certified mail, return receipt requested or delivered by overnight courier, postage or fees prepaid, addressed to the party given below and shall be deemed effective upon the date received, via email, personal delivery certified mail or overnight delivery. The parties shall be responsible for notifying each other of any change or address.



Confined Space Services/Rescue Agreement

Mailing addresses for the parties :

Osceola Fire Department
200 West Hale
Osceola, AR 72370
870-563-2022
Phillip Fleming, Fire Chief

Plum Point Energy Station
2732 South County Road 623
Osceola, AR 72370
870-563-4018
Bill Maiden, Plant Manager

Effective date of this Agreement -- April 15th, 2016 thru December 31st, 2017

In witness whereof, the Osceola Fire Department and Plum Point Energy Station cause this Agreement to be executed as of the day and year first written above.

A handwritten signature in black ink, appearing to read "Bill Maiden", written over a horizontal line.

Bill Maiden
Plum Point Energy Station,
Plant Manager

A handwritten signature in black ink, appearing to read "Phillip Fleming, Chief", written over a horizontal line.

Phillip Fleming
Osceola Fire Chief

Purchase Orders

Plum Point Services Company, LLC
 Plum Point Energy Station
 2732 S County Rd 623
 PO Box 567
 Osceola AR 72370
 USA
 Telephone No 870-563-4018
 Ext. 132
 Fax 870-563-5053

Purchasing Center OSCEOLA
 PO No. 2016-00940
 Release No. 0
 Order Date 4/24/2016
 Request Status
 Revision No. 0.00

VENDOR 88
 City of Osceola
 P.O. Box 443

SHIP TO Plum Point Services Company, LLC
 Plum Point Energy Station
 2732 S County Rd 623

Osceola AR 72370
 USA
 Contact Phil Fleming
 Telephone No. 870-563-2022
 Ext.
 Fax

Osceola AR 72370
 USA
 Telephone No. 870-563-4018 xt 112

INVOICE TO Plum Point Services Company, LLC
 P.O. Box 567


CONFIRM TO Plum Point Services Company, LLC
 Plum Point Energy Station
 PO Box 567
 Fax Confirmation to: 870-563-5053

Osceola AR 72370
 USA
 Freight Terms
 Ship Via PP&A
 Freight Carrier

Osceola AR 72370
 USA
 Payment Terms 30
 Shipping Terms

Item	Qty	Item No./Service Code	Vendor's Item No.	Receive To ID	Unit Cost	\$ Total Cost	\$
	Unit	Cost Center	Description				
	Due Date	Account Code	Specifications				
1	0.00	Confined Space Rescue	Confined Space Rescue	WO16-00766		0.00	50,000.00
		B&G 4/20/2016 510402					

Subtotal	\$	50,000.00
Tax Charge	\$	0.00
Shipping	\$	0.00
Misc.	\$	0.00
Order Total	\$	50,000.00

Approval  Date 4/24/2016

Confined Space Services/Rescue
 WRogers
 TCarter

2016 Outage

For invoices dated on or after January 1, 2015, PLUM POINT SERVICES COMPANY, LLC assumes liability for payment of applicable sales and use tax directly to the State of Arkansas under Ark. Code Ann. § 26-52-509. The Direct Pay Permit Number for Plum Point Services Company, LLC is 78062046-SLS